

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 TOMMIE CLINE MARTIN COMPLEX, BOARD OF SUPERVISORS' CONFERENCE ROOM, 707 S. COLCORD ROAD, PAYSON, ARIZONA. THE MEETING ROOMS WILL BE OPEN TO THE PUBLIC AT 9:00 A.M.

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 April 2nd Regular Meeting agenda by no later than 5 p.m. on Monday, April 1st, by emailing the Deputy Clerk of the Board at strimble@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 your residence address in the email.

REGULAR MEETING - TUESDAY, APRIL 2, 2024 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
 - A. Public recognition of fifteen employees through the County's Spotlight on Employees Program, as follows: Patricia Johnson, Manuel Riddle, Taylor Perez, Carrie Bartling, Darryl Griffin, Dave Rogers, Lisa Modglin, Danny Irish, Gabriel Scales, Kassandra Navarro, Zackary Pearson, Aaron Myers, Carter Tatum, Chance Creasy and Nick Montague. **(Erica Raymond)**
3. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to review the goals, objectives, and policies of the Gila County Public Housing Authority (PHA); and authorize the Chairman's signature on the various required forms related to the Gila County PHA's FY 2024 Annual Plan certifications. **(Stella Gore)**

- B. Information/Discussion/Action to adopt Resolution No. 24-04-02 to name South Rolling Rock Way in the Payson area. **(Homero Vela)**

4. **REGULAR AGENDA ITEMS:**

- A. Information/Discussion/Action to approve Amendment No. 1 to Contract Agreement No. CTR059323 with San Tan Partners, LLC to extend the term of the contract through June 30, 2025; and to increase the contract by \$19,940.90. (David LaForge)
- B. Information/Discussion/Action to approve Amendment No. 1 to Contract No. 012023 with D2 Surveying LLC to renew the contract for an additional year through April 17, 2025, with a not-to-exceed amount of \$100,000. **(Homero Vela)**
- C. Information/Discussion/Action to approve Amendment No. 3 to Contract No. 110520 with Hawker & Evans Asphalt Co. which extends the contract through February 15, 2025, with a not-to-exceed amount of \$392,938. **(Homero Vela)**
- D. Information/Discussion/Action to approve Purchase Agreement No. 031824 with Metalcraft Marine US, Inc. in the amount of \$95,000 plus tax in the amount of \$9,405 for a total purchase price of \$104,405, for the purchase of a 2024 Stanley 21' welded aluminum boat with F250 Yamaha motor, associated police equipment and trailer. **(Sarah White)**
- E. Information/Discussion/Action regarding premium rates in the Arizona Local Government Employee Benefit Trust for Gila County's employee insurance and benefit plans to be effective July 1, 2024, as follows: Adopt Schedule A - Employee Insurance Contributions FY 2025 attached to this agenda item. **(Maryn Belling)**

- F. Information/Discussion/Action to adopt Proclamation No. 2024-01 proclaiming April 2024 as National County Government Month in Gila County with this year's theme of "ForwardTogether" to showcase how the County achieves healthy, safe, and vibrant communities. **(James Menlove)**
- G. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 030324 - *Multi-Jurisdictional Hazard Mitigation Plan*. **(Carl Melford)**
- H. Information/Discussion/Action to adopt Policy No. BOS-HRS-018 - *Employee Tuition Reimbursement Policy*. **(Michael O'Driscoll)**
- I. Information/Discussion/Action to approve the use of the State of Arizona Contract Agreement No. CTR061840 with The SJ Anderson Company in the amount of \$118,963.71 for the Fairgrounds Roll-Up Doors project. **(Joseph Dickison)**
- J. Information/Discussion/Action to approve an architectural and design concept for the Gila County Go Kart Track. **(Joseph Dickison)**
- K. Information/Discussion/Action to review the bid submitted for Request for Qualifications No. 120423 - *Professional Consulting Firms Specializing in Solid Waste Operations*; and award Contract No. 120423 to Blue Ridge Services, Montana, Inc. in the amount of \$65,510. **(Melanie Mendez)**
- L. Information/Discussion/Action to approve Economic Development Agreement No.031424 between Gila County and Strawberry Patchers, Inc. in the amount of \$250 to sponsor Strawberry Patchers' 26th Annual Quilt Show, which the Board has determined to be for the benefit of the public. **(Stephen Christensen)**

- M. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 207-05-003B and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Samantha Trimble)**

5. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

- A. Approval of an Extension of Premises/Patio Permit Application submitted by Katie Lynn Parks to temporarily extend the premises from May 18, 2024, through September 30, 2024, where liquor is permitted to be served at Bandits Restaurant & the Dirty Cowboy Saloon located in Strawberry.
- B. Approval of Amendment No. 1 to Contract Agreement No. CTR059323 with San Tan Ford Partners, LLC to extend the contract through April 30, 2024.
- C. Approval to appoint Mr. David E. Wolak as Superior Court Judge *Pro Tempore* for the period from July 1, 2024, to June 30, 2025.
- D. Acknowledgment of the February 2024 monthly activity report submitted by the Recorder's Office.
- E. Acknowledgment of February 2024 monthly activity report submitted by Globe Regional Constable's Office.
- F. Acknowledgment of the monthly activity report submitted by the Payson Regional Constable's Office.

- G. Acknowledgment of the February 2024 monthly activity report submitted by the Clerk of the Superior Court's Office.
 - H. Acknowledgment of the February 2024 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
 - I. Approval of the monthly activity reports submitted by the Human Resources Department for January 2024.
 - J. Approval of the monthly activity reports submitted by the Human Resources Department for February 2024.
 - K. Approval of the Board of Supervisors' February 20, 2024 meeting minutes.
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 the information presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. §38-431.03(A)(3).

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

ARF-8647

Presentation 2. A.

Regular BOS Meeting

Meeting Date: 04/02/2024

Submitted For: Erica Raymond, Human Resources Assistant Sr.

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Department: Human Resources

Information

Request/Subject

Gila County Spotlight on Employees Program for April 2024.

Background Information

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

Evaluation

N/A

Conclusion

N/A

Recommendation

The Human Resources Department staff would like to publicly recognize fifteen employees through the County's Spotlight on Employees Program.

Suggested Motion

Public recognition of fifteen employees through the County's Spotlight on Employees Program, as follows: Patricia Johnson, Manuel Riddle, Taylor Perez, Carrie Bartling, Darryl Griffin, Dave Rogers, Lisa Modglin, Danny Irish, Gabriel Scales, Kassandra Navarro, Zackary Pearson, Aaron Myers, Carter Tatum, Chance Creasy and Nick Montague. **(Erica Raymond)**

Attachments

Patricia Johnson

Manuel Riddle

Taylor Perez

IT Team

Carter Tatum

Chance Creasy

Nick Montague



SPOTLIGHT

on Employees

Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: _____

Supervisor

Date

Gila County Health & Emergency Management



5515 South Apache Ave., Suite 100, Globe, AZ 85501

PHONE: (928) 402-8811 | FAX: (928) 425-8817

110 W. Main Street, Suite A, Payson, AZ 85541

PHONE: (928) 474-1210 | FAX: (928) 474-7069



Tricia Johnson

She has brought the new dental program great reviews, and hired a great employee Jolene!

Tricia for her outstanding leadership qualities. Tricia consistently demonstrates inclusivity, support, and a strong commitment to helping everyone in our department. She not only leads her direct team, but everyone in the office, encouraging communication and participation.

Tricia has taken her new management role very seriously and with such dedication. She has such a passion for her job, her employees and her community, that it shows in her work and her leadership. She is a pleasure to work with.

I am thrilled to nominate Patricia Johnson, our Health Programs Manager, for the "Leader of the Year" award. Tricia's exceptional qualities and unwavering dedication make her an outstanding choice for this award. Tricia is the embodiment of positivity, always offering a warm smile that brightens everyone's day. Her enthusiasm for her work is infectious, and it's evident that she genuinely loves what she does. Tricia's eagerness to excel in her role is commendable; she consistently strives to improve, setting a high standard for herself and her team.

What truly sets Tricia apart is her willingness to help others. She's always the first to extend a helping hand, share her knowledge, and offer guidance to her coworkers. Her selflessness has made a significant impact on our workplace, increasing the sense of collaboration and camaraderie among the team.

Tricia goes above and beyond in her role as Health Programs Manager. She keeps a eye out for learning opportunities and networking prospects, ensuring that her fellow managers and team members can further their professional growth.

One of Tricia's most remarkable qualities is her kindness and her ability to uplift those around her. She consistently offers words of encouragement, gratitude, and support. Patricia's kind words have created a culture of appreciation and encouragement that benefits our entire organization. In addition to her admirable character, Tricia carries herself with the

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utmost professionalism. Tricia's love for her job is evident, and it serves as a motivating force for our entire team. Her passion, combined with her professional demeanor and the support she provides to her colleagues, makes her a standout leader. Tricia Johnson is not only deserving of the "Leader of the Year" award but also an indispensable asset to our organization.

For her first year as manager, I feel like Trisha has really stepped up to help promote Prevention programs in all of Gila County.

Tricia goes out of her way to inspire us, lead us, and show us that she cares. She is fairly new at her position and has done everything she can to do her best at her job. She participates in activities with us and offers a helping hand when needed. When we need work on something, she provides information to us in an empathetic, caring way, and we feel comfortable going to her if we have any issues or needs. She also sometimes gets us little treats, which help us feel special - whether it be a coffee, tea, or tub of lotion. I appreciate her!





SPOTLIGHT

on Employees

Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: _____

Supervisor

Date

Gila County Health & Emergency Management



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Manuel Riddle

I have watched Manuel grow into the great officer he is today, he is one of a kind!

Manuel Riddle

I am writing to nominate Manuel Riddle for the esteemed title of Gila County Health & Emergency Management Employee of the Year. Officer Riddle has consistently demonstrated an exceptional level of dedication, professionalism, and expertise in his role as an Animal Control Officer, making him a truly deserving candidate for this honor. Officer Riddle's knowledge and skills in animal control far exceed the expectations of his position. He consistently goes above and beyond to ensure the welfare and safety of the animals in our county. His passion for this work is evident in the outstanding results he achieves day in and day out.

What truly sets Officer Riddle apart is his exemplary approach to citizen interactions. He handles every call with a remarkable level of respect, empathy, and professionalism. His ability to connect with and reassure the citizens of Gila County is commendable, and it greatly contributes to the positive reputation of our department.

Moreover, Officer Riddle's role in managing our department's Facebook page cannot be understated. His posts about lost animals have proven to be incredibly effective in reuniting pets with their families promptly. In some instances, animals have been returned within a mere hour of being reported missing. This level of efficiency and community engagement is a testament to his dedication and the positive impact he has on our community.

In light of these exceptional qualities and achievements, I wholeheartedly nominate Manuel Riddle for the Employee of the Year



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award. His contributions have not only upheld the highest standards of our department but have also enhanced the lives of the residents of Gila County.

I kindly request that you consider Officer Riddle for this well-deserved recognition. His unwavering commitment and outstanding performance make him an ideal candidate for this prestigious honor.

Thank you for your attention to this nomination, and for the opportunity to acknowledge the remarkable contributions of Officer Manuel Riddle to our department and community.

Manuel Riddle

Day in and day out he works hard for the community to keep everyone safe and in line with ARS Statues!





SPOTLIGHT

on Employees

Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: _____

Supervisor

Date

From: Austin Wilbanks
Sent: Thursday, September 28, 2023 7:40 PM
To: Garrett, Jake <jgarrett@gilacountyaz.gov>
Subject: Re: Taylor Compliment

CAUTION: Please VERIFY the actual email address matches sender name to avoid phishing attempts. Since this email originated from outside of Gila County, please be careful when deciding to click links or open attachments.

Hello Jake,

We just wanted to send our compliments to Taylor Perez. She has always provided fantastic customer service and always goes above and beyond. She is always very helpful and easy to work with. She is friendly and responsive to all questions. Even with being brand new to her position and area she has been fantastic to work with. We hope this makes it to her supervisors as well as her to show how much her professionalism and customer service is appreciated.

Sincerely,

Austin

Wilbanks Excavating



SPOTLIGHT

on Employees

Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: _____

Supervisor

Date

Mike Johnson – Chief Deputy
Sarah White – Chief Administrative Officer
Travis Baxley – Task Force Commander
Tim Scott – Lt. Northern District
Jim Lahti – Lt. Southern District



Dennis Newman – Undersheriff
Ray Fulton – Detention Commander
Jared Osborn – Lieutenant
Vi Worthey – Lieutenant
Cindy Roberts – Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

February 8, 2024

Deputy Carter Tatum
108 W. Main Street
Payson, Arizona 85541

Deputy Tatum:

This letter is to recognize you for your actions on November 6, 2023, at approximately 10:43 p.m., you were dispatched to a residence in Tonto Village regarding a suicide attempt. You received very specific information and responded quickly.

Once you arrived, you found blood pooled at the front door. Due to the exigent circumstances, you forced entry into the residence. You found yourself face to face with a German Shepherd, you remained calm and found the subject unresponsive in the bathtub. You noticed her wrists were cut, you immediately began first aid and called for medical.

I am confident that your actions saved this subject's life. You have already received a lifesaving award, so this is not the first life you have saved. You are a valued part of the Gila Sheriff's Office. I wanted to personally thank you for your service to the citizens.

Thank you,

A blue ink signature of Sheriff J. Adam Shepherd, written in a cursive style.

Sheriff J. Adam Shepherd

COPY

Released to: Human Resources
Released by: Cindy Stevens 1208

2.12.2024

CONDARY DISSEMINATION PROHIBITED

Mike Johnson – Chief Deputy
Sarah White – Chief Administrative Officer
Travis Baxley – Task Force Commander
Tim Scott – Lt. Northern District
Jim Lahti – Lt. Southern District



Dennis Newman – Undersheriff
Ray Fulton – Detention Commander
Jared Osborn – Lieutenant
Vi Worthey – Lieutenant
Cindy Roberts – Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

February 8, 2024

Deputy Chance Creasy
108 W. Main Street
Payson, Arizona 85541

Deputy Creasy:

This letter is to recognize you for your actions on November 6, 2023. You received a report of a lost hunter in the Young area. It was reported that a suspicious man came into camp where two female hunters were staying. Another call was received from the wife of the missing hunter stating he had gotten separated from his hunting group.

You responded to the area, located the camp, and checked the suspicious man. You went above and beyond what was expected and packed up the female's camp and brought it back to the office so they could pick it up. You also got the hunter to safety and back to his hunting group.

Your actions and customer service you provided to these individuals were exceptional. We received a thank you card from the female hunters with their appreciation to you. Deputy Creasy, you are a valued part of the Gila Sheriff's Office. I wanted to personally thank you for your response.

Thank you,

A handwritten signature in blue ink, appearing to read "J. Adam Shepherd", is written over a horizontal line.

Sheriff J. Adam Shepherd

COPY

Released to: Human Resources

Released by: Cindy Stevens 1208

Date: 2.12.2024

SECONDARY DISSEMINATION PROHIBITED



SPOTLIGHT

on Employees

Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: _____

Supervisor

Date

ARF-8578

Public Hearing 3. A.

Regular BOS Meeting

Meeting Date: 04/02/2024

Submitted For: Josh Beck, Director

Submitted By: Patricia Campos, Section 8 Housing Program Administrator

Department: Community Services

Division: Comm. Action Program/Housing Servs.

Information

Request/Subject

Request for authorization for the Chairman of the Board of Supervisors to sign the Civil Rights Certification (HUD form HUD-50077-CR), Certification by State or Local Official of Public Housing Authority (PHA) Plans Consistency with Consolidated Plan or State Consolidated Plan (HUD form 50077-SL), and PHA Certification of Compliance with PHA Plan and Related Regulations (*Small PHAs*) (HUD form 50077-CRT-SM) form(s) related to the Gila County Public Housing Authority (PHA) Annual Plan (Fiscal Year 2024).

Background Information

Each year the Gila County PHA, which is administered by the Gila County Public Health and Community Services Department, is required to submit an update of its Annual Plan certifications for the upcoming fiscal year to the U.S. Department of Housing and Urban Development (HUD).

Evaluation

The Housing and Economic Recovery Act (HERA), Title VII, Small Public Housing Authorities Paperwork Reduction Act exempted qualified PHAs from the annual plan requirement.

A qualified PHA is a PHA that:

1. has a combined unit total of 550 or less public housing units and section 8 vouchers; and
2. is **not designated trouble** under section 6(j)(2) of the 1937 Act, the Public Housing Assessment System (PHAS), as a troubled public housing agency during the prior 12 months; and **does not have a failing score** under the Section 8 Management Assessment Program (SEMAP) during the prior 12 months.

The Gila County PHA was recently informed that it is one of the qualified Arizona Housing Authorities that is not required to submit an Annual PHA Plan; however, a Civil Rights Certification (HUD form HUD-50077-CR), Certification by State or Local Official of PHA Plans Consistency with Consolidated Plan or State Consolidated Plan (HUD form 50077-SL), and PHA Certification of Compliance with PHA Plan and related regulations (*Small PHAs*) (HUD form 50077-CRT-SM) are required to be signed by the Chairman of the Board of Supervisors (BOS) upon the approval of the BOS and submitted to HUD.

Conclusion

In order for the Gila County PHA to meet its requirements related to the PHA FY 2024 Annual Plan, the Chairman of the Board of Supervisors needs to sign the Civil Rights Certification (HUD form HUD-50077-CR), Certification by State or Local Official of PHA Plans Consistency with Consolidated Plan or State Consolidated Plan (HUD form 50077-SL), and PHA Certification of Compliance with PHA Plan and related regulations(*Small PHAs*) (HUD form 50077-CRT-SM) form which must be submitted to HUD.

Recommendation

The Public Health and Community Services Department Director recommends that the Board of Supervisors authorize the Chairman's signature on the Civil Rights Certification (HUD form HUD-50077-CR), Certification by State or Local Official of PHA Plans Consistency with Consolidated Plan or State Consolidated Plan (HUD form 50077-SL), and PHA Certification of Compliance with PHA Plan and Related Regulations(*Small PHAs*) (HUD form 50077-CRT-SM) which will be submitted to the U.S. Department of Housing and Urban Development by the Gila County PHA.

Suggested Motion

Information/Discussion/Action to review the goals, objectives, and policies of the Gila County Public Housing Authority (PHA); and authorize the Chairman's signature on the various required forms related to the Gila County PHA's FY 2024 Annual Plan certifications. **(Stella Gore)**

Attachments

Public Notice

Resolution No. 24-04-01

Certification of Compliance

Civil Rights Certification

HUD form 50077-SL

NOTICE OF PUBLIC HEARING

Gila County Housing Authority will be holding a Public Hearing to review all goals, objectives, and policies for the current Gila County Public Housing Authority Agency's (PHA) Annual Plan for the Fiscal Year 2024. The Annual plan and its supporting documents are available for review at the Gila County Community Services Housing Department, located at 5515 S. Apache Ave., Suite 200 Globe, Arizona from Monday through Friday 8:00 a.m. to 5:00 p.m. Residents and public comments should be submitted to the Gila County Community Services Housing Department, faxed to 928-425-9468 or emailed to pcampos@gilacountyaz.gov by Friday March 22, 2024. The Public Hearing will be held on Tuesday April 2, 2024, at 10:00 a.m., at the Gila County Courthouse, Board of Supervisors' Hearing Room located at 1400 E. Ash Street Globe, Arizona 85501

Persons requiring reasonable accommodations should contact (928)425-7631.

Gila County Housing Authority Section 8-Housing Choice Voucher Program is a federally funded program through the U.S. Department of Housing and Urban Development.





RESOLUTION NO. 24-04-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE GILA COUNTY PUBLIC HOUSING AUTHORITY TO SUBMIT ITS ANNUAL PLAN FOR FISCAL YEAR (FY) 2024 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the U.S. Department of Housing and Urban Development requires Housing Agencies to update their Agency's Annual Plan for FY 2024; and,

WHEREAS, a public hearing was held to receive public comment on the Gila County Public Housing Authority's Annual Plan for FY 2024; and,

WHEREAS, the Gila County Public Housing Authority's Annual Plan for FY 2024 has also been reviewed by the Section 8 Resident Advisory Board.

NOW, THEREFORE, BE IT RESOLVED BY THE GILA COUNTY BOARD OF SUPERVISORS that:

- The Gila County Public Housing Authority's Annual Plan for Fiscal Year 2024 is hereby approved.
- The Chairman of the Gila County Board of Supervisors is authorized and directed to execute the required certifications of compliance associated with the Gila County Housing Authority's Annual Plan for FY 2024 and related regulations.

PASSED AND ADOPTED this 2nd day of April 2024, at Globe, Gila County, Arizona

GILA COUNTY BOARD OF SUPERVISORS

Attest:

Stephen Christensen, Chairman

James Menlove, Clerk of the Board

Approved as to form:

The Gila County Attorney's Office

Certifications of Compliance with PHA Plan and Related Regulations (Small PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226

PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations including PHA Plan Elements that Have Changed

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or X Annual PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 7/2024 in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice (AI) or Assessment of Fair Housing (AFH) as applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR § 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA certifies that the following policies, programs, and plan components have been revised since submission of its last

Annual PHA Plan (check all policies, programs, and components that have been changed):

___ 903.7a Housing Needs

___ 903.7b Deconcentration and Other Policies Governing Eligibility, Selection, Occupancy, and Admissions Policies

___ 903.7c Financial Resources

___ 903.7d Rent Determination Policies

___ 903.7h Demolition and Disposition

___ 903.7k Homeownership Programs

___ 903.7r Additional Information

___ A. Progress in meeting 5-year mission and goals

___ B. Criteria for substantial deviation and significant amendments

___ C. Other information requested by HUD

___ 1. Resident Advisory Board consultation process

___ 2. Membership of Resident Advisory Board

___ 3. Resident membership on PHA governing board

The PHA provides assurance as part of this certification that:

- (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
- (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
- (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.

5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101

et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.

7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.
8. For a PHA Plan that includes a policy for site-based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting lists would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing; and
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.

19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Gila County Housing Authority
PHA Name

AZ045
PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20 - 20

Annual PHA Plan for Fiscal Year 2024

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Executive Director:

Josh Beck, Gila County Housing Authority Director

Signature

Date

Name of Board Chairman:

Stephen Christensen, Board of Supervisors Chairman

Signature

Date

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Civil Rights Certification (Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226

Civil Rights Certification

Annual Certification and Board Resolution

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the fiscal year beginning **07/2024** in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the mission, goals, and objectives of the public housing agency and implementation thereof:*

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.

Gila County Housing Authority

AZ045

PHA Name

PHA Number/HA Code

I hereby certify that all the statement above, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Executive Director:

Name of Board Chairperson:

Josh Beck, Gila County Housing Authority Director

Stephen Christensen, Board of Supervisors Chairman

Signature

Date

Signature

Date

The United States Department of Housing and Urban Development is authorized to collect the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 *et seq.*, and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. The information is collected to ensure that PHAs carry out applicable civil rights requirements.

Public reporting burden for this information collection is estimated to average 0.16 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0226

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Stephen Christensen, the Board of Supervisors Chairman
Official's Name *Official's Title*

certify that the 5-Year PHA Plan for fiscal years and/or Annual PHA Plan for fiscal year 2024
of the Gila County Housing Authority
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan including the Analysis of
Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH) as applicable to
the

Gila County
Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR §§ 903.7(o)(3) and 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or
State Consolidated Plan.

Gila County is consistent with the Consolidated Plan with Fair Housing and provides guidance on
affordable housing.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official:	Title:
Stephen Christensen	Board of Supervisors Chairman
Signature:	Date:

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

ARF-8665

Public Hearing 3. B.

Regular BOS Meeting

Meeting Date: 04/02/2024

Submitted For: Tom Homan, GIS Supervisor

Submitted By: Tom Homan, GIS Supervisor

Department: Public Works

Information

Request/Subject

Resolution No. 24-04-02 to name a section of road in Payson as South Rolling Rock Way

Background Information

Two Minor Land Divisions (3365 in 2007 and 4528 in 2015) created 7 parcels from the parent which is accessed from a single road. These parcels are located of the northwest corner of Geronimo Estates but are not part of any of the subdivisions and is in an unincorporated area of Gila County. Recent applications for development have created the need for road naming and subsequent addressing of the properties.

Evaluation

Rolling Rock Way branches off of Control Road at approximately milepost 5.2 and is in section 20 of T11.5N R10E.

Section 805 of the Addressing Ordinance limits similar sounding names within the County. The name Rolling Rock is not used elsewhere in Gila County, so the name selection is satisfied.

The site plans, area maps, and public notices are attached.

Conclusion

Naming this road in the Payson area is supported by the Gila County Street Naming and Property Numbering Ordinance Number 2022-06.

Recommendation

The Public Works Department Director recommends that the Board of Supervisors adopt Resolution No. 24-04-02 naming a road in the Payson area as South Rolling Rock Way.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 24-04-02 to name South Rolling Rock Way in the Payson area. **(Homero Vela)**

Attachments

Resolution No. 24-04-02

Public Notice Cover Letter

Area Map

Public Notice



RESOLUTION NO. 24-04-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA NAMING A ROAD IN THE PAYSON, ARIZONA AREA AS SOUTH ROLLING ROCK WAY.

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on August 2, 2022; and,

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

WHEREAS, Article 8, Section 805, of the Street Naming and Property Numbering Ordinance limits name duplication within the County; and,

WHEREAS, Article 8, Section 807, of the Street Naming and Property Numbering Ordinance provides guidelines for naming or renaming new or existing streets; and,

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

SOUTH ROLLING ROCK WAY – Section 20 T11.5N R10E

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

PASSED AND ADOPTED this 2nd day of April 2024, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

James Menlove, Clerk of the Board

Stephen Christensen, Chairman

Approved as to form:

The Gila County Attorney's Office

- Administration
- Consolidated Roads
- Engineering Services
- Floodplain Management
- General Services
- Recycling & Landfill Management
- **Addressing & GIS Services**
- Survey Services



Homero Vela, Director
hvela@gilacountyaz.gov

745 N. Rose Mofford Way
Globe, Arizona 85501
Phone (928) 402-8502
Fax (928) 425-8104
www.gilacountyaz.gov

Public Works Department

February 22, 2024

Dear Gila County Resident:

Gila County is in the process of naming a road in the area where you own property. Our purpose is to comply with the Gila County Street Naming and Property Numbering Ordinance No. 2022-06 and the Gila County Enhanced 911 Telephone System Plan.

Based upon the information we received from the initial mailing we are moving forward. To date we have received 75% consensus on a road name per the Ordinance. We are suggesting the name **S Rolling Rock Way** to the Board of Supervisors. The formal Public Notice is issued with this letter with the following timeline:

- February 22, 2024 – Public Notice Issued and mailed to property Owners.
- March 15, 2024 – Deadline for objections to the road name
- April 2, 2024 – Board of Supervisors hearing to name the road.

If no objections are received in writing that brings the name approval below the 75% threshold by close of business on Friday, March 15, 2024, the Rural Addressing Department will assign the road a name and it will be sent to the County Attorney's Office for review, then to the Board of Supervisors for approval. If there are multiple name suggestions, then further discussion would occur to reach a consensus and a new approval date generated.

Please feel free to contact our Rural Addressing Office at (928) 402-8597 with any questions or concerns. Our offices are open from 7:30 a.m. to 5:00 p.m. Monday through Friday.

Thank you for taking the time to review this letter.

Respectfully,

Patricia Valenzuela
GIS Rural Addressing Technician
Gila County, Arizona

Attachments: Public Notice
Road Name Petition Form

W Control Rd



S Proposed Rd

302-13-006A

302-13-006B

302-13-006E

302-13-006F

302-13-006G

S Geronimo
Estates Rd

302-13-036

302-13-035

302-13-037

302-13-034

302-13-033

302-13-030

302-13-032

302-13-029

302-13-028

302-13-027

302-13-038

302-13-039

302-13-053

302-13-050

302-13-040

302-13-049

302-13-041

302-13-006J

302-13-006H

302-14-005

302-14-006

302-14-007

302-14-008

302-14-010B

302-14-011A

302-14-012

302-14-016C

302-14-003A

302-14-004

302-14-061

302-14-064

302-14-063A

302-14-066B

302-14-069B

302-14-001

W Yakima Dr

302-14-059A

302-14-057

302-14-056

302-14-055A

302-14-052E

302-14-052F

W Elusive Dr

PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will hold a public hearing for the naming of a road in the Payson area.

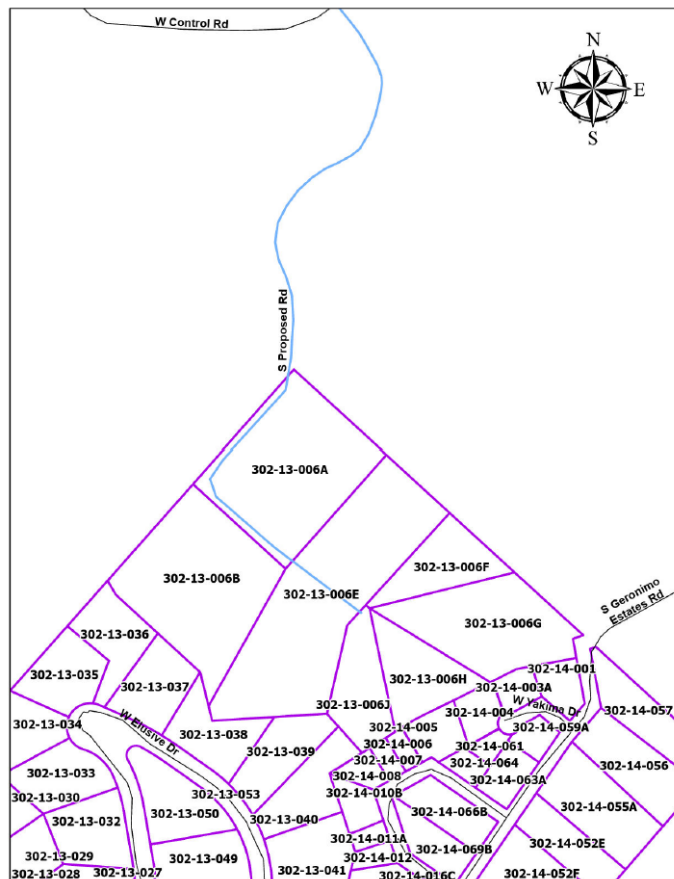
Record of Survey 3365 and Record of Survey 4528 created the initial access easement for several new parcels. Discussions with the property owners have resulted in the selection of a road named **S Rolling Rock Way**.

To file an objection to the proposed name, residents must file an alternative petition in writing to the Rural Addressing Department by Friday, March 15, 2024, at 5:00 p.m., per Gila County Street Naming Ordinance No. 2022-06. Petitions can be obtained through the Rural Addressing Department upon request or via the Gila County web site.

The public hearing to name the road is scheduled for Tuesday, April 2, 2024, at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ. If you wish to speak at the public hearing, please attend in Globe or Payson. In Payson the hearing is located at the Tommie Cline Martin Complex, 707 S. Colcord Road, Payson AZ 85541.

Inquiries and objections may be directed to:

Tom Homan, GIS/Addressing Supervisor
745 N Rose Mofford Way
Globe, AZ 85501
(928) 402-8597



Proposed Road Name Highlighted

ARF-8659

Regular Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 04/02/2024

Submitted For: David LaForge, Public Works General Services Manager

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2024

Budgeted?: Yes

Contract Dates 08-02-22 to 06-30-25

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 1 to Contract Agreement No. CTR059323 with San Tan Partners, LLC.

Background Information

On August 2, 2022 the Board of Supervisors approved State Contract Agreement No. CTR059323 with San Tan Ford Partners, LLC for the purchase of Eight (8) New Ford Expeditions.

It is the intent of this solicitation to establish a request of approval to add sales tax costs to Contract Agreement No. CTR059323 with San Tan Ford Partners, LLC for the purchase of 8 (eight) new Ford Expeditions; and to extend the term of the contract through June 30, 2025, due the needed time for delivery of the vehicles.

The original quotes received from San Tan Ford Partners, LLC did not have sales tax included and the vehicles were budgeted for \$80,000.

Evaluation

Amendment No. 1 to Contract Agreement No. CTR059323 with San Tan Partners, LLC for the purchase of eight (8) new Ford Expeditions extends the term of the contract through June 30, 2025; and increases the contract by \$19,940.90 for a not to exceed contract amount of \$659,940.90.

Conclusion

The Public Works Department Director wishes to execute Amendment No. 1 to State Contract No. CTR059323 with San Tan Partners, LLC. to extend the term of the contract through June 30, 2025; and to increase the contract by \$19,940.90 for a not to exceed contract amount of \$659,940.90.

The Ford Expeditions mentioned above would allow the Sheriff's Office to update their fleet of vehicles.

Recommendation

The Public Works Department Director recommends that the Board of Supervisors approve Amendment No. 1 to Contract Agreement No. CTR059323 with San Tan Partners, LLC to extend the term of the contract through June 30, 2025; and to increase the contract by \$19,940.90 for a not to exceed contract amount of \$659,940.90.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to Contract Agreement No. CTR059323 with San Tan Partners, LLC to extend the term of the contract through June 30, 2025; and to increase the contract by \$19,940.90. (David LaForge)

Attachments

8/8/22 Staff Report and Proposal

Amendment No. 1 to Contract Agreement CTR059323
State CTR059323

ARF-7461

Regular Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 08/02/2022

Submitted For: Steve Sanders, Director

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: FY2022-2023

Budgeted?: Yes

Contract Dates July 1, 2022 through June 30, Grant?: No

Begin & End: 2024

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval to purchase eight (8) Expeditions (3 from the FY2022 budget which were already approved, and 5 from the FY2023 budget) from San Tan Partners, LLC. State Contract No. CTR059323.

Background Information

Last fiscal year, 3 Sheriff's Office patrol vehicles were publicly bid and awarded to McSpadden Ford. When the dealer went to place the order with the factory, they were told the ordering window had closed and they were not able to place the order. The ordering cycle for the Ford Expeditions opens on August 15, 2022, and will close when a limited number of vehicles have been ordered. The dealer is not able to provide the quote until the ordering window opens on August 15th, therefore, in order to be able to secure the 8 patrol vehicles (3 from the FY2022 budget which was already approved, and 5 from the FY2023 budget) for the Sheriff's Office, it may be necessary to authorize additional funds to cover the cost of the total quote for the vehicles. The price for the Expeditions from last year was \$73,000 each. The expected price for the 2023 model is estimated to be \$80,000 each which includes the upfitting per the Sheriff's Office Specifications. This request is to purchase a total of 8 Expeditions with upfitting at the quoted price from the dealer when the ordering window opens on August 15, 2022.

Evaluation

Due to the inability to get vehicles and the short ordering window, Gila County Finance was notified that the ordering cycle for the Ford Expeditions opens on August 15, 2022, and will close when the limited number of vehicles have been ordered.

Conclusion

Approve the purchase of eight (8) Expeditions (3 from the FY2022 budget which was already approved, and 5 from the FY2023 budget) with upfitting at the quoted price from the dealer when the ordering window opens on August 15, 2022. The expected price for the 2023 model is estimated to be \$80,000 each which includes the upfitting per the Sheriff's Office Specifications. The vehicles will be purchased from San Tan Partners, LLC. State Contract No. CTR059323.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the purchase of 8 Expeditions (3 from the FY2022 budget which was already approved, and 5 from the FY2023 budget) with upfitting at the quoted price from the dealer when the ordering window opens on August 15, 2022.

Suggested Motion

Information/Discussion/Action to approve the purchase of eight (8) Expeditions (3 from the FY2022 budget which was already approved, and 5 from the FY2023 budget) with upfitting at the quoted price from the dealer when the ordering window opens on August 15, 2022. The expected price for the 2023 model is estimated to be \$80,000 each which includes the upfitting per the Sheriff's Office Specifications. The vehicles will be purchased from San Tan Partners, LLC. State Contract No. CTR059323. **(David LaForge)**

Attachments

State Contract CTR059323

Vehicle Spec Sheet

Vehicle Upfitting Spec Sheet

Vehicle Wrap Spec Sheet

File (Vault) San Tan Partners LLC

BOARD ACTION: *Approved*



OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

San Tan Auto Partners DBA San Tan Ford
 Offeror (Company) Name
 1429 E Motorplex Loop
 Address
 Gilbert AZ 85297
 City State Zip
 joesanchez@santanford.com
 Email Address
 fleetsales@santanford.com
 Company Email Address


 Signature of Person Authorized to Sign Offer
 Joe Sanchez
 Printed Name
 1/18/2022
 Date
 Government Fleet Account Manager
 Title
 480-621-3741
 Phone Number
 480-621-3796
 Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.


ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR059323 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

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 purchase order document.

State of Arizona

Effective this 17th day of March 2022

DocuSigned by:

 Procurement Officer
 3/10/2022
 Awarded Date

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (<https://app.az.gov/>) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Thomas Kornell
Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

<u>SECTION</u>	<u>PAGE</u>
Notice	1
Table of Contents	2
Scope of Work	3
Special Terms and Conditions	7
Uniform Terms and Conditions	19
Federal Provisions	29
 <u>EXHIBITS</u>	
1 - Title VI/Non-Discrimination Assurances Appendix A	73
2 - Title VI/Non-Discrimination Assurances Appendix E	74
3- Usage Report Exhibit 3	75
4- On-site Manufacturer inspection Compliance Certification Exhibit 4	76
5- Pre-Award Audit and Certification Exhibit 5	77
6- Purchaser's Pre-Award Requirements Certification Exhibit 6	78
7- Post-Award Certification and Requirements Exhibit 7	79
8- Purchaser's Post-Award Requirements Certification Exhibit 8	81

1. Statement of Need

- 1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for New Vehicle Purchase.

2. Introduction and Background

- 2.1 The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

- 2.2 Background: The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

- 2.3 The following are the Three Categories covered in this Scope of Work:

- **Category One: Phase One (1) Vehicle Purchases**
- **Category Two: Phase Two (2) Vehicle Purchases**
- **Category Three: FTA Funded Vehicles**

3 General Requirements

- 3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.
- 3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.
- 3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.
- 3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.
- 3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

- 3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.
- 3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.
- 3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.
- 3.9 The following documents shall be provided upon delivery of the vehicle(s):
 - 3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
 - 3.9.2 Warranty Document
 - 3.9.3 Manufacturers unaltered invoice
 - 3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
 - 3.9.5 Level 1 Inspection if applicable, completed before delivery
- 3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

- 4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.
- 4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.
- 4.3 The following fuel types are allowable under this contract are to include but are not limited too.
 - 4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
 - 4.3.2 Diesel

- 4.3.3 Gasoline
- 4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
- 4.3.5 Hybrid-Electric Vehicles (HEV)
- 4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)
- 4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
- 4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

- 4.4.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.
- 4.4.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5 Minimum Vehicle Requirements: All prices shall include the following equipment:

- 4.5.1 All standard factory equipment
- 4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request]
- 4.5.3 Bluetooth capabilities
- 4.5.4 AM/FM radio
- 4.5.5 Cruise Control
- 4.5.6 Power Door Locks/Power Windows
- 4.5.7 Power Mirrors when available
- 4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.
 - a. Type of keys to be provided shall be indicated on quote.
- 4.5.9 Air conditioning
 - a. Rear air conditioning on all vehicles, when available
- 4.5.10 Cloth seats
- 4.5.11 Rear view mirrors including on driver and passenger doors
 - a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.
 - b. Back up Camera
- 4.5.12 Spare tire
 - a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.
 - b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.
- 4.5.13 Floor Mats

- a. O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

- b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

4.6.1 Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.

4.6.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

4.6.3 Front tow hooks

5 Contractor's Responsibilities

Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered only if requested by the Eligible Agency.

6 Department's Responsibilities

The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered

1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2632.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix. For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

Equipment services shop/ADOT
2225 S 22nd Ave, Phoenix, AZ 85009

Delivery costs for each county outside of the Phoenix area shall be indicated on Offer Response form.

This will be an added cost to the contract price.

Deliveries shall be completed In accordance with the requirements of the contract.

Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address Indicated on the applicable Order document.

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Applicable payment terms
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased

- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes (as a separate invoice line item)
- Applicable Shipping/Freight Charges etc. (as a separate invoice line item) Materials only.
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICING

- 1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
 - a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.
 - b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
 - c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
 - d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
 - e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
 - f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

- g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.
- 2 CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.
- 2.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.
- 2.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.
- 2.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.
- 3 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.
- 4 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.
- 5 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be

clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State. All pricing should reflect the minimum percentage of MSRP.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
2. At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.
3. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.
4. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.
5. The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.
6. Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

16. PRODUCT DISCONTINUANCE

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

A. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

B. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS

21.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

21.3 Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

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
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.2 Business Automobile Liability

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

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

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving

automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.3 Workers' Compensation and Employers' Liability

- | | |
|---------------------------|-------------|
| • Workers' Compensation | Statutory |
| • Employers' Liability | |
| o Each Accident | \$1,000,000 |
| o Disease – Each Employee | \$1,000,000 |
| o Disease – Policy Limit | \$1,000,000 |

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

21.4 Additional Insurance Requirements The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

21.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

21.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

21.5 Notice of Cancellation Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

21.6 Acceptability of Insurers Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of

SPECIAL TERMS AND CONDITIONS

not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- 21.7 Verification of Coverage Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

21.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- 21.8 Subcontractors Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

- 21.9 Approval and Modifications the Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

- 21.10 Exceptions In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

23. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

25. CO-OP USAGE

Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate additional costs for extraordinary shipping, or delivery requirements, if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"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.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"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 the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. 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.

2.3. 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:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

2.4. 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.

2.5. 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.

2.6. 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 and no other understanding either oral or in writing shall be binding.

2.7. 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. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" 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 at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. 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.

- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 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.
- 3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. 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 invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if

UNIFORM TERMS AND CONDITIONS

applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. 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 a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

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

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only 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."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. 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.

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

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract 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.

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

8. State's Contractual Remedies

8.1. 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 under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. 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 period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. 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.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the

materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. 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.
- 9.2. 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 or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The 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.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor 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. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The

Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

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

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

FEDERAL PROVISIONS

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance> are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49 U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.00.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (e.g., Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at <https://www.fhwa.dot.gov/federalaid/stewardship>, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.
2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.
3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

- (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:
 - (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,
 - (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and
 - (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
 - (1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debar, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

- (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
- (b) FTA Project Manager if the Project is

- administered by an FTA Headquarters Office,
or
(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Clean Air

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than \$150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of \$100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: "The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions."

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

- (1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

or use of American products, materials, or labor;

- (3) Is independently owned and operated;
- (4) Is not dominant in its field on a national basis; and
- (5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- (1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;
 - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) "Women;"
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of
Transportation Business
Engagement and Compliance
Office 1801 W. Jefferson St.,
Ste. 101, Mail Drop 154A
Phoenix, AZ 85007

Phone (602) 712-7761

FAX (602) 712-8429

Email: contractorcompliance@azdot.gov Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor- Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

The DBE provisions are applicable to all contractors including DBE contractors.

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

- (1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".
- (2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.
- (3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.
- (4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at <http://www.azutracs.com>.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at <http://www.azutracs.com/>. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for-profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:

10.1 General:

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.2 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 DBE Goals

The Department has not established contract goals for DBE participation in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

11.1 Race Neutral Contract (With No DBE Goal)

The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at <http://www.azutracs.com/> a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Offer.

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

- a. Sub-Contract Terms:

1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.
2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subcontractors to ADOT Business Engagement and Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at <https://adot.dbesystem.com>. Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.
3. The Contractor may be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.
2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.
3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.
4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.
5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web-based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed is issued, the contractor shall log into the Department's web-based DBE System and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DBE System.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DBE System.

For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain \$1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to \$2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages

shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain \$1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to \$2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.
7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:
 - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
 - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:
 - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

contract.

- (i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
 - (ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
 - (iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.
- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:
 - (i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
 - (ii) Terminate the contract for default in accordance with this Contract, and/or
 - (iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
 - (iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Offer submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at <http://www.naics.com/search/>.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the

proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intends to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually

performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. CPO will promptly consider any appeals under this subsection and notify the contractor of CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The BECO may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

The Contractor shall be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the "Certification of Final DBE Payments" form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

The contractor will not be released from the obligations of the contract until the "Certification of Final DBE Payments" forms are received and deemed acceptable by the Engineer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

- a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.
- b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.
- c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.
- d. Post in conspicuous places available to employees and applicants for employment, the following notice:

"It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying-off or termination; rates of pay or other compensation; and selection for training, and on-the- job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

- e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

- g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.
 - h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.
- 2. In the event of the Consultant's noncompliance with the NONDISCRIMINATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the Contract until the Consultant complies,and/or;
 - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
- 3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.
- 4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

- a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.
- b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.
- c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.
- d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.
- e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed

with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors (<https://www.sam.gov/SAM/>) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIRONMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42

U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEOGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

- (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:
 - (a) To that Third Party Participant or another Third Party Participant performing the Project work, and
 - (b) That impairs that Third Party Participant's objectivity in performing the Project work, or
- (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,
- (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:
 - (a) Any instances of organizational conflict of interest, or
 - (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and
- (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETERANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

EXHIBIT 1
Title VI/Non-Discrimination Assurances
Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2

Title VI/Non-Discrimination Assurances

Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et seq.*).

Reporting Period:

Contract ID/Code:		Contact Name:		Alternate Contact Name:	
Contract Label/Description:		Contact Phone Number:		Alternate Contact Phone Number:	
Contractor:		Contact Email:		Alternate Contact Email:	
Contractor Address:					

[illegible]

EXHIBIT 4
ON-SITE MANUFACTURER INSPECTION
COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

(Recipient's name)
Certifies that a resident inspector,

(Name of inspector)
Was at

(the manufacturer's)
manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

(Recipient's name)
Certifies that a resident inspector,

(Name of inspector)
Was at

(the manufacturer's)
manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date ____/____/____
Title _____

EXHIBIT 5

PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements. A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		Master Agreement; 49 CFR §663.21
49 CFR 661.13 Grantee Responsibility (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services. a. Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by FAST Act, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act.		49 CFR §663.13
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes— (a) A Buy America certification as described in §663.25 of this part; (b) A purchaser's requirements certification as described in §663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		49 CFR §663.23
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification: a) There is a letter from FTA which grants a waiver OR	49 CFR §663.25
Met? Y/N (if NO 1b, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists — 1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification: a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (2 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply.	49 CFR §663.27
	a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.41
		49 CFR §663.43

EXHIBIT 6
PURCHASER'S PRE-AWARD REQUIREMENTS
CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amount s	
Purchaser's Pre-Award Requirements Certification 49 CFR §663.27	
<p>I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and</p>	
<p>I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's</p>	
<hr/> Signature	
<hr/> Date Signed	

EXHIBIT 7 PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law12921_5430.html) The Post-Delivery Buy America Certification Requirement		
Select basis (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part:	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1992, as amended; or		
(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1992, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists—		
(1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and		
(2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.		
Met? Y/N (3 REQ'D)	(b) A post-delivery purchasers requirements certification as described in §663.37 of this part, and	
	§663.37 Post-delivery purchasers requirements certification. For purposes of this part, a post-delivery purchasers requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall—	
	(1) Provide accurate records of all vehicle construction activities; and	
	(2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of:	
	(1) Ten or fewer buses; or	
	(2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or	
	(3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards.	
	If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply.	
	(a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	
	(b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 7

PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/A mounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation LAW12921_5430.html) The Post-Delivery Buy America Certification Requirement		
Select basis* (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part.	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1992, as amended; or	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1992, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; and	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (2 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

**EXHIBIT 8
PURCHASER'S POST-AWARD REQUIREMENTS
CERTIFICATION**

Subrecipient	
Description	
Program/Phase/Amount s	
Purchaser's Post-Award Requirements Certification 49 CFR §663.37	
<p>I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and</p>	
<p>I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's</p>	
<div style="border-top: 1px solid black; text-align: center; margin-top: 20px;"> Signature </div>	
<div style="border-top: 1px solid black; text-align: center; margin-top: 20px;"> Date Signed </div>	

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: One (1)
DESCRIPTION: New Vehicles Purchase	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.
2. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 2.1** "The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures."
- b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
- c. **Paragraph 4.1:** "The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency."
- d. **Paragraph 4.1.1** is hereby removed.
- e. **Paragraph 4.4.1:** "The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. "
- f. **Paragraph 4.6.1:** " Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW."

2. Special Terms and Conditions

The following sections are hereby modified to read:

- a. **Paragraph 11.1, (a-g):** "Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
 - a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Three (3)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."
- b. **Paragraph 3.10:** "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

- b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
- c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
- d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
- e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
- f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
- g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. "

b. Paragraph 22 is hereby replaced with the following: "The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>"

c. Paragraph 25: Co-op administrative fee has hereby been removed.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.
4. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Three (3)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."
- b. **Paragraph 3.10:** "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

SPECIFICATION/PRICE SHEET

Complete and Return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vendor Name: _____ **Phone No.** _____

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS Qty: Three (3) 2022 Ford Expedition 4Dr XL, 4x4, SSV	MEETS <u>MINIMUM</u> SPECIFICATIONS	
	Yes	No
Exterior: One (6) Oxford White, Two (2) Magnetic Gray		
Interior: Black Cloth Ft buckets with Rr 40-20-40 vinyl bench		
Engine: 3.5L Eco-Boost V6		
Transmission: 10-spd Auto		
(102A) Equipment Package		
(536) Heavy Duty Tow Package		
3 Additional Key/FOBS (5 total)		
LT 10 Ply All-Terrain Tires With Full Size Spare		
Outfitting Required:		
Must Use Pride Outfitting for Specialized Equipment Install		
Refer to the Attached Spec Sheet		
SUB – TOTAL AMOUNT	\$	
OTHER COSTS	\$	
SALES TAX	\$	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	

Delivery Location:

Estimated Date of Delivery: _____

Vendor Name & Phone Number: _____



PO Box 11100 Chandler AZ 85248 480.663.3911

Safeguarding
Our
Heroes™

Proposal OP-7030

Project:

08_2021_Ford_Expedition_Patrol_1

8/31/2021

Preferred Client:

**Gila County
James Menlove
1400 East Ash St.
Globe, AZ 85501**

Revision

1.1

P.O. No.

Terms

Net 30

FOB

Chandler, AZ

Pride Group Rep.

Jason

Description	Qty	Price/	Total
Vin#			
2018-21 Ford Expedition PB400 Aluminum Front Push Bumper.	1	424.40	424.40T
FSJ MicroPulse Ultra 6 Dual color, 12-LED, Red/White	2	94.50	189.00T
FSJ MicroPulse Ultra 6 Dual color, 12-LED, Blue/White	2	94.50	189.00T
SS Multi Pattern Headlight Flasher 100%	1	42.53	42.53T
Blue Spyder - Power Isolation Management System - 26 Circuit Standalone 12V Vehicle Wiring Solution Including, 18 adjustable timed circuits ranging 30 minutes to 8 hours, 8 constant battery circuits	1	549.00	549.00T
150 AMP circuit protection , GXL heat resistant wiring, 20-16g circuits, 2-14g circuits, 2-12g circuits, 2-10g circuits			
6" Black LED Spotlight	1	333.65	333.65T
LH Spotlight Bracket / Install Kit	1	44.00	44.00T
51 Inch Dual Color, Clear Dome, Integrity Bar.	1	3,643.75	3,643.75T
SIFMH Tri Color Rear Hatch Light.			
Pathfinder PF200R Remote Head Siren.(17 Button)			
ES100C Speaker and ESB Bracket Kit.			
OBD Cable Vehicle Specific			
Rumbler RBKIT2 and RB Bracket Kit			
MicroPulse Steady burn Wide Angle 9, Dual Color, Clear lens, 12-LED light head, Red/White	1	135.00	135.00T
MicroPulse Steady burn Wide Angle 9, Dual Color, Clear lens, 12-LED light head, Blue/White	1	135.00	135.00T
Pair of side mirror brackets for 2019 Silverado, each bracket holds a single MPSW9 light.	1	20.93	20.93T
MC 18" L-shape console; 7" slope/ 11" level	1	349.19	349.19T
FP-KENTK7160HK (1)			
FP-ICF6061D (1)			
FP-KENNX5M-D (1)			
FP-PLATINUM (1)			
2015-20/F-150/2017 F250-550/ *2018 Expedition floor plate; For bucket seat trucks or factory console removed.	1	126.12	126.12T
Brother printer mount armrest.	1	309.83	309.83T
Toughbook Certified Docking Station for Panasonic Toughbook CF-30 and CF-31 Laptops	1	695.94	695.94T

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS .

Sales Tax (0.0%)

Total

Thank you for the opportunity.



PO Box 11100 Chandler AZ 85248 480.663.3911

Safeguarding
Our
Heroes™

Proposal OP-7030

Project:

08_2021_Ford_Expedition_Patrol_1

8/31/2021

Preferred Client:

Gila County
James Menlove
1400 East Ash St.
Globe, AZ 85501

Revision

1.1

P.O. No.

Terms

FOB

Pride Group Rep.

Net 30

Chandler, AZ

Jason

Description	Qty	Price/	Total
120 Watt Power Supply for use with DS-PAN-110 Series Docking Stations	1	195.66	195.66T
Computer Mount for side of console w/ Havis Mounting Plate		388.80	388.80T
Weapon Armour Universal Dual Gun rack includes 2 SC6 lock SPECIFY key and partition brackets, 2 keys	1	472.68	472.68T
Silho-X 4" Round White/Red Combo Light SS Trim Ring(3 way Switch on Both)	2	22.935	45.87T
CAB-CARGO			
Snap-In Round Rocker Switch 47691, 16A, On-Off-On, SPDT, No Indicator/ No Marking	2	3.10	6.20T
LEDMIRCY LED Rock Lights White for Off Road Truck RZR Auto Car Boat ATV SUV Neon Trail Rig	1	16.00	16.00T
Lights Waterproof High Power Shockproof(White)(PRISONER)			
Round Rocker Switch LED 3P SPST On- Off 12VDC	1	3.49	3.49T
Amerex 5# ABC Chemical Fire Extinguisher w/ Vehicle Mount	1	83.82	83.82T
Stinger DS LED HL - 120V/100V AC/12V DC Smart Charge PiggyBack.	1	179.58	179.58T
2018+ Ford Expedition 8VS XL 1/2 Polycarb 1/2 Vinyl Expanded Metal.	1	679.55	679.55T
8+ Ford Expedition 12 vs 2nd Vinyl Coated Expanded Metal Partition.	1	381.87	381.87T
18+ Ford Expedition Window Barrier Poly Works with Stock and Aftermarket Door Panels.	1	245.79	245.79T
18+ Ford Expedition Door Panel VS Aluminum Replaces OEM- Standard length	1	157.34	157.34T
Single Drawer 44"Wx42"Dx16"Tall W/Lockout-Pullout Top Tray 44" Wide x 36"Deep x 4"Tall + Expanded Metal Screen.	1	3,043.75	3,043.75T
Adjustable Divider For Box Drawer.	1	248.75	248.75T
FSJ MicroPulse Ultra 6 Dual color, 12-LED, Red/Blue	2	94.50	189.00T
Generic L-Bracket for (1) MPS600 light or (1) MPS600U light	2	10.585	21.17T
TRI COLOR,18-LED,RED/AMBER/WHITE	1	87.75	87.75T
TRI COLOR,18-LED,BLUE/AMBER/WHITE	1	87.75	87.75T
Flashback Alternating Taillight Flasher	1	46.78	46.78T
MISC			
Golden Eagle II dual antenna, Ka-Band DCM w/TruTrak	1	2,236.09	2,236.09T
Double Shield 0-6000 MHz, 3/4" Mount, RG58/U, No Connector - 25'	3	18.48	55.44T
GLHPDLTEMIMO-LTW	1	275.37	275.37T
PCTEL's GLHPDLTEMIMO-LTW five-port white narrow trooper style mobile antenna with two (2) LTE bands, two (2) Wi-Fi bands, GPS + GLONASS, and 17 ft cables			
TraCS Compatible Area Image Kit/Barcode Scanner.	1	466.00	466.00T
PocketJet Straight Connector DC Power Extension Cable 6".	1	14.00	14.00T
PocketJet 7 7200dpi Thermal Printer/Bluetooth & USB.	1	446.25	446.25T

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Sales Tax (0.0%)

Total

Thank you for the opportunity.



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Pride Group Rep.

Jason

Description	Qty	Price/	Total
Cradlepoint NetCloud Essentials for Mobile Routers LTE Advanced Pro - Subscription license (1 year) + 24x7 Support - North America - with IBR900-B-NPS router (1200Mbps modem), No AC Power Supply or Antennas	1	1,038.15	1,038.15T
Stop Stick 9' (3 sticks) tire-deflation device; includes Aluminum Mounting Tray	1	678.57	678.57T
Shipping & Handling	2.5	225.00	562.50
Window Tint	1	165.00	165.00
Wire, Loom, Heat Shrink, Zip Ties and Connectors.	4	50.00	200.00
Professional Installation Services	36.5	80.00	2,920.00

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS .

- PLEASE SIGN AND EMAIL BACK TO CONFIRM YOUR ORDER -

I, (we) agree to the terms, conditions & rates, and agree to pay Pride Outfitting in full for the services listed.

Sales Tax (0.0%)

\$0.00

Signature _____ Print Name _____

Total

\$22,826.31

Thank you for the opportunity.

ALL RATES HEREIN ARE ONLY VALID FOR 30 DAYS. PAYMENT POLICY: Pride Outfitting requires 50% deposits on all accounts. The balance is due prior to or at delivery of equipment of service unless otherwise stated. All late payments will be subject to an 18% APR late fee. The policies, rates and conditions are considered approved and in effect upon receipt of any payment, service or equipment. A restocking fee will be applied to equipment cancelled following approval at 100%. 75% if less than 14 days & 50% if less than 21 days. Please make checks payable to "Pride Outfitting" note invoice/proposal number. We also accept ACH. Visa. MasterCard & AMEX.

Western Reprographics LLC
461 N. Broad St
Globe, AZ 85501 US
(928) 425-0772
Sales@WesternRepro.com

Estimate



ADDRESS
Gila County

ESTIMATE #	DATE
5629	12/07/2021

P.O. NUMBER
Full Size SUV

DESCRIPTION	QTY	RATE	AMOUNT
SIGN:RTA	1	539.00	539.00T
Full Size SUV			
Pass. Side 3M EG Reflective Print / Overlam			
Driv. Side 3M EG Reflective Print / Overlam			
Rear 3M EG Reflective Print / Overlam			
INSTALLATION	1	185.00	185.00
Clean, prep, install, finish			
Setup	1	0.00	0.00
Design Set : Production; Artwork on File **No Charge**			
SUBTOTAL			724.00
TAX (0.089)			47.97
TOTAL			\$771.97

Accepted By

Accepted Date

AMENDMENT NO. 1 TO CONTRACT AGREEMENT CTR059323

Contract Name: Purchase of Eight (8) New Ford Expeditions Contract No.: CTR059323 State of Arizona Procurement Office

CONTRACT AGREEMENT NO. CTR059323 made and entered into this _____ day of _____, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and San Tan Ford Partners, LLC, of the City of Gilbert, State of Arizona, hereinafter designated the Contractor.

Statement of Purpose: Amendment No. 1 to Contract No. CTR059323 will serve to extend the term of the contract through June 30, 2024, Further Amendment No. 1 will serve to increase the dollar amount of the contract by \$19,940.90 due to original quote not including the tax.

All other terms, conditions, and provisions of the original Contract shall remain the same and apply during the August 2, 2022, to February 12, 2025, renewal period.

Contract End Date: 06-30-24

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: Amendment 1 \$19,940.90
(Tax) New contract amount
\$659,940.90

Contract Information

Firm Name: San Tan Ford Partners LLC Contact Person: Joe Sanchez

Address: 1429 E Motorplex Loop Phone No: 480-621-3741

City: Gilbert State: AZ 85297 Fax: _____ Email: Joesechanchez@santanford.com

AMENDMENT NO. 1 TO CONTRACT AGREEMENT CTR059323

APPROVED:

Stephen Christensen, Chairman of the Board



San Tan Ford Partners LLC

 *Government Fleet Director*

Joe Sanchez Government Fleet Director

Print Name and Title

Date: 
3/14/2024

James Menlove, Clerk of the Board

APPROVED AS TO FORM:

Gila County Attorney's Office

Date: _____



OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

San Tan Auto Partners DBA San Tan Ford
 Offeror (Company) Name
 1429 E Motorplex Loop
 Address
 Gilbert AZ 85297
 City State Zip
 joesanchez@santanford.com
 Email Address
 fleetsales@santanford.com
 Company Email Address


 Signature of Person Authorized to Sign Offer
 Joe Sanchez 1/18/2022
 Printed Name Date
 Government Fleet Account Manager
 Title
 480-621-3741
 Phone Number
 480-621-3796
 Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR059323 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

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 purchase order document.

State of Arizona

Effective this 17th day of March 2022

DocuSigned by:

 Procurement Officer 3/10/2022
 Awarded Date



Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (<https://app.az.gov/>) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Thomas Kornell
Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
Notice	1
Table of Contents	2
Scope of Work	3
Special Terms and Conditions	7
Uniform Terms and Conditions	19
Federal Provisions	29

EXHIBITS

1 - Title VI/Non-Discrimination Assurances Appendix A	73
2 - Title VI/Non-Discrimination Assurances Appendix E	74
3- Usage Report Exhibit 3	75
4- On-site Manufacturer inspection Compliance Certification Exhibit 4	76
5- Pre-Award Audit and Certification Exhibit 5	77
6- Purchaser's Pre-Award Requirements Certification Exhibit 6	78
7- Post-Award Certification and Requirements Exhibit 7	79
8- Purchaser's Post-Award Requirements Certification Exhibit 8	81

1. Statement of Need

- 1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for New Vehicle Purchase.

2. Introduction and Background

2.1 The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

2.2 Background: The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

2.3 The following are the Three Categories covered in this Scope of Work:

- **Category One: Phase One (1) Vehicle Purchases**
- **Category Two: Phase Two (2) Vehicle Purchases**
- **Category Three: FTA Funded Vehicles**

3 General Requirements

- 3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.
- 3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.
- 3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.
- 3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.
- 3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

SCOPE OF WORK

- 3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.
- 3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.
- 3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.
- 3.9 The following documents shall be provided upon delivery of the vehicle(s):
- 3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
 - 3.9.2 Warranty Document
 - 3.9.3 Manufacturers unaltered invoice
 - 3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
 - 3.9.5 Level 1 Inspection if applicable, completed before delivery
- 3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

- 4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.
- 4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.
- 4.3 The following fuel types are allowable under this contract are to include but are not limited too.
- 4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
 - 4.3.2 Diesel

4.3.3 Gasoline

4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved

4.3.5 Hybrid-Electric Vehicles (HEV)

4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)

4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)

4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

4.4.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

4.4.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5 Minimum Vehicle Requirements: All prices shall include the following equipment:

4.5.1 All standard factory equipment

4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request]

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows

4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.

a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning

a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors

a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.

b. Back up Camera

4.5.12 Spare tire

a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.

b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

a. O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

4.6.1 Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.

4.6.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

4.6.3 Front tow hooks

5 Contractor's Responsibilities

Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered only if requested by the Eligible Agency.

6 Department's Responsibilities

The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered

1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2632.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix. For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

Equipment services shop/ADOT
2225 S 22nd Ave, Phoenix, AZ 85009

Delivery costs for each county outside of the Phoenix area shall be indicated on Offer Response form.

This will be an added cost to the contract price.

Deliveries shall be completed in accordance with the requirements of the contract.

Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address Indicated on the applicable Order document.

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Applicable payment terms
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased

- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes (as a separate invoice line item)
- Applicable Shipping/Freight Charges etc. (as a separate invoice line item) Materials only.
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICING

- 1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
 - a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.
 - b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
 - c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
 - d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
 - e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
 - f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

SPECIAL TERMS AND CONDITIONS

- g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

2 CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

3 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

4 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

5 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be

clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State. All pricing should reflect the minimum percentage of MSRP.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
2. At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.
3. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.
4. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.
5. The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.
6. Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

16. PRODUCT DISCONTINUANCE

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

A. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

B. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS

21.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

21.3 Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

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
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.2 Business Automobile Liability

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

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

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving

automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - o Each Accident \$1,000,000
 - o Disease – Each Employee \$1,000,000
 - o Disease – Policy Limit \$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

21.4 Additional Insurance Requirements The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

21.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

21.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

21.5 Notice of Cancellation Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

21.6 Acceptability of Insurers Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of

SPECIAL TERMS AND CONDITIONS

not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

21.7 Verification of Coverage Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

21.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

21.8 Subcontractors Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

21.9 Approval and Modifications the Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

21.10 Exceptions In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

23. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

25. CO-OP USAGE

Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate additional costs for extraordinary shipping, or delivery requirements, if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"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.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"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 the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2. 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.
- 2.3. 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:
- Federal Provisions
 - Special Terms and Conditions
 - Uniform Terms and Conditions
 - Statement or Scope of Work
 - Specifications
 - Attachments
 - Exhibits
 - Special Instructions to Offerors
 - Uniform Instructions to Offerors
 - Other documents referenced or included in the Solicitation
- 2.4. 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.
- 2.5. 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.
- 2.6. 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 and no other understanding either oral or in writing shall be binding.
- 2.7. 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. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" 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 at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. 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.

- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 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.
- 3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. 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 invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if

UNIFORM TERMS AND CONDITIONS

applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. 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 a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

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

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only 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."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this

UNIFORM TERMS AND CONDITIONS

Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

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

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract 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.

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

8. **State's Contractual Remedies**

8.1. 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 under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. 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 period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. 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.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the

materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. 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.
- 9.2. 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 or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The 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.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor 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. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The

Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

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

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance> are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49 U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.00.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (e.g., Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at <https://www.fhwa.dot.gov/federalaid/stewardship>, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.
2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.
3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

- (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:
 - (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,
 - (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and
 - (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
 - (1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

- (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
- (b) FTA Project Manager if the Project is

- administered by an FTA Headquarters Office,
or
(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Clean Air

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than \$150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of \$100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: "The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions."

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15

U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

- (1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

- (1) Operates as a for-profit business registered to do business in Arizona;
- (2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

or use of American products, materials, or labor;

- (3) Is independently owned and operated;
- (4) Is not dominant in its field on a national basis; and
- (5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- (1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;
 - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) "Women;"
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of
Transportation Business
Engagement and Compliance
Office 1801 W. Jefferson St.,
Ste. 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor- Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

The DBE provisions are applicable to all contractors including DBE contractors.

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

- (1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".
- (2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.
- (3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.
- (4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at <http://www.azutracs.com>.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at <http://www.azutracs.com/>. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for-profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:

10.1 General:

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.2 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 DBE Goals

The Department has not established contract goals for DBE participation in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

11.1 Race Neutral Contract (With No DBE Goal)

The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at <http://www.azutracs.com/> a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Offer.

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

- a. Sub-Contract Terms:

1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.
2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subcontractors to ADOT Business Engagement and Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at <https://adot.dbesystem.com>. Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.
3. The Contractor may be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.
2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.
3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.
4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.
5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web-based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed is issued, the contractor shall log into the Department's web-based DBE System and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DBE System.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DBE System.

For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain \$1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to \$2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages

shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain \$1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to \$2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.
7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:
 - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
 - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:
 - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

contract.

- (i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
 - (ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
 - (iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.
- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:
 - (i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
 - (ii) Terminate the contract for default in accordance with this Contract, and/or
 - (iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
 - (iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Offer submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at <http://www.naics.com/search/>.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the

proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intends to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually

performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. CPO will promptly consider any appeals under this subsection and notify the contractor of CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The BECO may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

The Contractor shall be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the "Certification of Final DBE Payments" form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

The contractor will not be released from the obligations of the contract until the "Certification of Final DBE Payments" forms are received and deemed acceptable by the Engineer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

- a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.
- b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.
- c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.
- d. Post in conspicuous places available to employees and applicants for employment, the following notice:

"It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying-off or termination; rates of pay or other compensation; and selection for training, and on-the- job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

- e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

- In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.
 - Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.
- In the event of the Consultant's noncompliance with the NONDISCRIMINATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:
 - Withholding of payments to the Consultant under the Contract until the Consultant complies,

and/or;

 - Cancellation, termination, or suspension of the Contract, in whole or in part.
- The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.
- The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

- a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.
- b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.
- c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.
- d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.
- e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed

with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors (<https://www.sam.gov/SAM/>) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

Beneficiaries,” 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIRONMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42

U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

- (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:
 - (a) To that Third Party Participant or another Third Party Participant performing the Project work, and
 - (b) That impairs that Third Party Participant's objectivity in performing the Project work, or
- (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,
- (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:
 - (a) Any instances of organizational conflict of interest, or
 - (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and
- (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETTRANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.”

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

EXHIBIT 1
Title VI/Non-Discrimination Assurances
Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2

Title VI/Non-Discrimination Assurances

Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et. seq.*).



Reporting Period:

Contract ID/Code:		Contact Name:		Alternate Contact Name:	
Contract Label/Description:		Contact Phone Number:		Alternate Contact Phone Number:	
Contractor:		Contact Email:		Alternate Contact Email:	
Contractor Address:					

[illegible]

EXHIBIT 4
ON-SITE MANUFACTURER INSPECTION
COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

(Recipient's name)
Certifies that a resident inspector,

(Name of inspector)
Was at

(the manufacturer's)
manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

(Recipient's name)
Certifies that a resident inspector,

(Name of inspector)
Was at

(the manufacturer's)
manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date ____/____/____
Title _____

EXHIBIT 5

PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements.		Master Agreement; 49 CFR §663.21
A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		
49 CFR 661.13 Grantee Responsibility		
(a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services.		
a. Buy America. Domestic preference procurement requirements of:		49 CFR §663.13
(1) 49 U.S.C. § 5323(j), as amended by FAST Act, and		
(2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,		
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes—		
(a) A Buy America certification as described in §663.25 of this part;		49 CFR §663.23
(b) A purchaser's requirements certification as described in §663.27 of this part; and		
(c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification:	
	a) There is a letter from FTA which grants a waiver OR	
Met? Y/N (if NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists—	49 CFR §663.25
	1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and	
	2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification:	
	a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and	49 CFR §663.27
	b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply.	
	a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

EXHIBIT 6 PURCHASER'S PRE-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		
Description		
Program/Phase/Amount s		
Purchaser's Pre-Award Requirements Certification 49 CFR §663.27		
I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and		
I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's		
	Signature	
	Date Signed	

EXHIBIT 7

PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis* (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—		
(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or		
(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists—		
(1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and		
(2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.		
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; and	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall—	
	(1) Provide accurate records of all vehicle construction activities; and	
	(2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of:	
	(1) Ten or fewer buses; or	
	(2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or	
	(3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 7

PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/A mounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation LAW/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis* (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; and	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 8

PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		
Description		
Program/Phase/Amount s		
Purchaser's Post-Award Requirements Certification 49 CFR §663.37		
<p>I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and</p>		
<p>I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's</p>		
	Signature	
	Date Signed	

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: One (1)
DESCRIPTION: New Vehicles Purchase	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.
2. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 2.1** "The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures."
- b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
- c. **Paragraph 4.1:** "The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency."
- d. **Paragraph 4.1.1** is hereby removed.
- e. **Paragraph 4.4.1:** "The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. "
- f. **Paragraph 4.6.1:** " Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW."

2. Special Terms and Conditions

The following sections are hereby modified to read:

- a. **Paragraph 11.1, (a-g):** "Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
 - a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Three (3)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."
- b. **Paragraph 3.10:** "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

- b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
- c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
- d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
- e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
- f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
- g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. "

b. Paragraph 22 is hereby replaced with the following: "The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>"

c. Paragraph 25: Co-op administrative fee has hereby been removed.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.
4. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Three (3)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."
- b. **Paragraph 3.10:** "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

ARF-8663

Regular Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 04/02/2024

Submitted For: Homero Vela, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2024

Budgeted?: Yes

Contract Dates 04-18-24 to 04-17-25

Grant?: No

Begin & End:

Matching No

Fund?: Replacement

Requirement?:

Information

Request/Subject

Amendment No. 1 to Contract No. 012023 - *On-Call Land Survey Services.*

Background Information

On April 18, 2023, the Board of Supervisors approved Contract No. 012023 with D2 Surveying for On-Call Land Survey Services.

Gila County has a Survey Division within the Public Works Department that is used for transportation purposes. However, there are times when other County departments need land surveying for miscellaneous projects. Due to a heavy workload, the Public Works Survey Division can't always accommodate requests in a timely manner.

Evaluation

Contract No. 012023 allows for 3 one-year renewals. This would be the first renewal for this contract.

Amendment No. 1 to Contract No. 012023 with D2 Surveying for On-Call Land Survey Services renews the contract for one additional year through April 17, 2025, with a not to exceed amount of \$100,000.

Conclusion

The Public Works Director wishes to execute Amendment No. 1 to Contract No. 012023-On-Call Surveying Services with D2 Surveying LLC to extend the term of the contract through April 17, 2025

Recommendation

The Public Works Department Director recommends that the Board of Supervisors approve Amendment No. 1 to Contract No. 012023 with D2 Surveying LLC to renew the contract for an additional year through April 17, 2025 for a not to exceed amount of \$100,000 per year per company. Staff will not renew the contract with Civiltech at this time due to unresponsiveness regarding another project.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to Contract No. 012023 with D2 Surveying LLC to renew the contract for an additional year through April 17, 2025, with a not-to-exceed amount of \$100,000. **(Homero Vela)**

Attachments

Amendment No. 1 to Contract No. 112023
Contract No. 012023 with D2 Surveying



AMENDMENT NO. 1 TO CONTRACT NO. 012023

The following amendments are hereby incorporated into the agreement for the below project

ON-CALL LAND SURVEY SERVICES

PUBLIC WORKS

Effective April 18, 2023, Gila County and D2 Surveying LLC. entered into a contract whereby D2 Surveying LLC. agreed to provide On-Call Land Survey Services.

Contract No. 012023 will expire on April 17, 2024. Article 14-Term, Gila County shall have the option, to renew the contract for three (3) additional (1) year periods.

Amendment No. 1 to Contract No. 012023, will allow for Gila County to exercise the option to renew the term of the Contract for one (1) additional one (1) year term, from April 18, 2024, to April 17, 2025, for a contract amount of not to exceed One Hundred Thousand dollars and 00/100's (\$100,000.00) 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 April 18, 2024, to April 17, 2025, renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2024.

AMENDMENT 1 TO CONTRACT NO. 012023

APPROVED:

Stephen Christensen, Chairman of the Board


D2 Surveying LLC.

James Menlove, Clerk of the Board

APPROVED AS TO FORM:

Gila County Attorney's Office

STATEMENT OF QUALIFICATIONS NO. 012023

On-Call Land Survey Services

GLOBE, ARIZONA



BOARD OF SUPERVISORS

Woody Cline, Chairman

Steve Christensen, Vice Chairman

Tim Humphrey, Member

County Manager

James Menlove



GILA COUNTY
NOTICE OF REQUEST FOR SEALED QUALIFICATIONS NO. 012023
ON-CALL SURVEY SERVICES

Notice is hereby given that Gila County is requesting Statement of Qualifications from qualified Small Business firms or individuals for On-Call Land Survey Services.

SUBMITTAL DUE DATE: 3:00 PM, MST, Thursday March 16, 2023

RETURN PROPOSAL TO: GILA COUNTY FINANCE DEPARTMENT
COPPER BUILDING
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Finance Department Copper Building Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

All proposals shall be made on the Request for Sealed Proposals forms included in this RFQ No. 012023 package and shall include all applicable taxes.

Interested Bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-4355 or by clicking on the link:
http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Any questions regarding this Request for Proposals shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at bhurst@gilacountyaz.gov, 928-402-4355.

The Gila County Board of Supervisors reserves the right to reject all bids, or to waive any informality in any bid. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Clerk of the Board's office. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.

Dates advertised in the Payson Roundup: February 28, 2023 and March 7, 2023

Signed: 
Chairman of the Board of Supervisors

Date: 2/21/23

Signed: 
The Gila County Attorney's Office

Date: 2/21/23

PROFESSIONAL SERVICES CONTRACT NO. 012023

On-Call Land Surveyor Services

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and _____ of the City of _____, State of Arizona, hereinafter designated the Consultant.

WITNESSETH: The Consultant, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: This Contract can be utilized by any Gila County Department. The Department will be responsible to check with the Finance Department on dollar amounts spent during the contract before proceeding with their own request for services. Each Department will create their own scope of work and present it to the Consultant for a quote based on prices for services accepted in this contract. If the contract is renewed each year for 3 subsequent years, Departments must take into consideration any unfinished work under this contract. Gila County may request the following:

- Boundary Surveying
- Topographic Surveying
- Construction Staking
- Grade Checking
- Right of Way Staking
- GIS Surveying
- Writing Legal Descriptions
- AutoCAD Drafting
- Ground Control for Aerial Mapping

The on-call list will be in effect for one (1) year, with an option of renewal for three (3) additional one year periods, if determined to be in the County's best interest.

Gila County intends to select firms for services without obligation and can call upon the firms at any time during the term of the agreement. There is no guarantee of a number of projects, minimum contracting amount, either annually or over the entire term of agreement. The total of the projects will not exceed \$100,000 per year, as circumstances warrant or may be in the best interest of Gila County.

The firm will have a registrant in charge of land surveying whose license is current and in good standing with the Arizona State Board of Technical Registration. Additionally, the firm registration card will be current and on file with AZSBTR.

Scoring for this SOQ will entail the following:

40 Points	Survey Staff Qualifications
25 Points	Management Philosophy, Process, QA/QC
25 Points	Local Project Experience
10 Points	Overall Quality of Proposal

In a Separate Sealed Envelope, please state the hourly fees. This will not be opened until after scoring and interviews.

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 Consultant 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: Consultant 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 Consultant or any of its owners, officers, directors, agents, employees or Subcontractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law, Employee Liability Claim(s), or arising out of the failure of such Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Consultant from and against any and all claims. It is agreed that Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Consultant and Subcontractor shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or Subcontractor.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or Subcontractor and Consultant is free to purchase additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. **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 Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
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Annual Aggregate	\$2,000,000
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a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **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 Consultant from potential insurer insolvency.

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

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be 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. **SUBCONTRACTOR:** Consultants' certificate(s) shall include all Subcontractor as additional insured's under its policies or Consultant shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for Subcontractor 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 – IMMIGRATION LAW COMPLIANCE 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 Subcontractor in performance of the Agreement, Subcontractor shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractor 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 Subcontractor 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 Subcontractor engaged in performance of this Agreement to ensure that the other party and its Subcontractor 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: Consultant 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. Consultant 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. Consultant 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 Consultant knows or has reason to know the particular purpose for which County intends to use the goods or services, Consultant warrants that such goods or services will be fit for such particular purpose. Consultant 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 Consultant's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use.

Consultant's warranty shall run to County, its successors, and assigns. Consultant agrees to replace or correct, at Consultant'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 Consultant to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Consultant, may make such corrections or replace such goods and services and charge Consultant for the cost incurred by the County in doing so. Consultant recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Consultant. In such event, Consultant 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. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This contract is subject to the cancellation for conflict of interest of provisions of **A.R.S. §38-511**.

Further, the Contractor must certify there is no officer or employee of Gila County who has, or whose relative has, a substantial interest in any Contract award subsequent to this Response.

The Contractor must furnish names of any and all public officers or employees of Gila County who have, or whose relative has, a substantial interest in any Contract award subsequent to this Response are identified by name as part of the submittal.

The Contractor must certify that their firm is not currently debarred, suspended, or proposed for debarment by any federal or state entity. The Contractor agrees to notify the County of any change in this status, should one occur, until such time as an award has been made under this procurement action.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Consultant is an independent Consultant of the County. Consultant 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. Consultant warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any Subcontractor will likewise obtain Worker's Compensation Insurance for of their employees working on this contract.

It is further agreed by Consultant that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Consultant nor any employee of the Consultant shall be deemed an officer, employee, or agent of the County.

ARTICLE 10– NON-APPROPRIATIONS CLAUSE: Consultant 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 Consultant 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 Consultant for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Consultant 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 Consultant 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 Board of Supervisors 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 15 – PAYMENT/BILLING: Consultant shall be paid an amount not to exceed \$100,000.00 for completion of the projects as outlined in the Scope of Services in one contract year. This amount contains a 15% owner contingency fee that must be pre-approved prior to paying.

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

Costs for all projects must be under the total Not to Exceed dollar amount in the Contract for one year. 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 approves the invoice from the Consultant. Purchase orders sent to the Consultant reflect these terms and conditions.

The Consultant 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 Consultant does not have a current W-9.

CERTIFICATION OF NO FORCED LABOR

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China and;
3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within five (5) business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date: 2-23-23



Signature of Authorized Representative

Jeremy Dalmacio

Printed Name

Owner, RLS

Title

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.

Date: 2-2-23



Signature of Authorized Representative

Jeremy Dalmacio

Printed Name

Owner, RLS

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.

Jeremy Dalmacio, Owner, RLS.

Typed Name and Title of Authorized Representative



Signature of Authorized Representative



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

Response Certification

2-23-23

(DATE)

The undersigned certifies that to the best of his or her knowledge: (check one)

☒ There is no officer or employee of Gila County who has, or whose relative has, a substantial interest in any Contract award subsequent to this Response.

☐ The names of any and all public officers or employees of Gila County who have, or whose relative has, a substantial interest in any Contract award subsequent to this Response are identified by name as part of the submittal.

The undersigned further certifies that their firm (check one) ☐ IS or ☒ IS NOT currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the County of any change in this status, shall one occur, until such time as an award has been made under this procurement action.

In compliance with Statement of Qualifications No. Space Needs Assessment and Conceptual Plan Engineering Analysis, and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such services in accordance with the specifications/scope of work according to the Proposal submitted or as mutually agreed upon by subsequent negotiation.



Signature of Principal

Jeremy Dalmacio

Print

D2 Surveying, LLC

Firm Name

Owner, RLS

Title

24468 N Corn St, Florence Az 85132

Mailing Address

480-221-1368

Phone Number

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by

the parties hereinabove named, on this 18th day of April, 2023.

GILA COUNTY BOARD OF SUPERVISORS:


Chairman, Board of Supervisors

CONSULTANT:

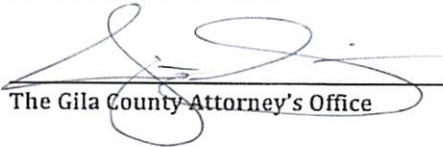

Authorized Signature

ATTEST:

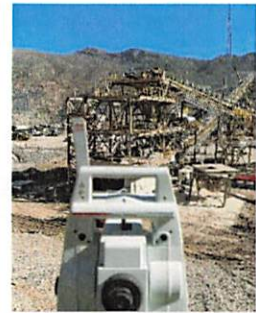

James Menlove, Clerk of the Board of Supervisors

JEREMY R DALMAO
Print Name

APPROVED AS TO FORM:


The Gila County Attorney's Office

D2 Surveying L.L.C.



Statement of Qualifications

Gila County On Call Services

Presented By

D2 SURVEYING

24468 N. Corn Street
85132
480-221-1368

February 23, 2023
Version 1

d2surveying.com



General Information

Accuracy Statement:

All information contained in this proposal is current, correct, and complete to the best of my knowledge.

Collusion Statement:

By Submission of this bid, bidder certifies, that this organization, under penalty of perjury, that to the best of his knowledge and belief

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or competitor, for the purposes of restricting competition as to any matter relating to price.
2. The prices quoted in this bid have not been knowingly discussed by bidder and will not be disclosed by bidder directly or indirectly
3. No attempt has been made or will be made by bidder to induce any other person, partnership, or corporation to submit or not submit a bid for this On-Call Proposal

Partnerships

D2 Surveying will work independently of other firms. D2 Surveying employees will perform all research, calculation, field work, and drafting.

Company Summary

Who We Are: D2 Surveying, LLC is a family owned and operated surveying business. Our ownership team consists of brothers, Jeremy and Joshua Dalmacio, both Registered Land Surveyors. The two of them have a combined 40+ years of surveying experience and knowledge. Our team consists of twelve field crews, three full time drafters, an operations manager, an accountant, and an administrative assistant. We have committed our Company to the highest standard of customer/client satisfaction.

What We Do: D2 Surveying, LLC. provides quality land surveying at affordable rates for all facets of surveying. We have completed road projects, building layouts, condominium projects, boundary surveys, topographic surveys, parking lots, underground utility staking, quantity surveys, and aerial drone surveys. The survey work on all of these projects is completed in a team environment from the initial estimate all the way through to the final As-Built survey.

Gila County Experience: Our ownership team has had a relationship with the county for the past 22 years through D2 and previous employers, providing an excellent service through many various types of surveys.

Reference List

Ocotillo Rd Improvements: D2 surveyed for Sunland Asphalt to assist them in improving Ocotillo Road from Signal Butte to Ironwood Dr, as well as Riggs Road north and south of Ocotillo. This included control verification, staking saw cuts for removal, new utilities, storm drains, and catch basins. We also did bluetops for subgrade and a parking lot detail, as well as as-builts. The project was completed within the requested time frame and within the budget.

Contact: Chris Eischen
Company: Sunland Asphalt & Construction, LLC
Email: ceischen@sunlandasphalt.com
Phone: 602-291-3451

7th Street Bridge: This project required that we be on call for the City of Phoenix to assist in rebuilding the bridge after it burnt down in 2021. This included setting control points and various staking, e.g., columns, abutments, light poles, barriers, curbs and gutters, striping, and new waterlines. We then came through and finished up with as-builts. We completed the job in about 4 months with the contractor satisfied.

Contact: Mike Snodgrass
Company: Hunter Contracting, Co.
Email: mike.snodgrass@huntercontracting.com
Phone: 480-507-7067

Electrical District No. 3 Right of Way Determination and Easement Surveys: D2 Surveying has completed over 180 separate surveys for the Electrical District. Support for the District has included Easement Surveys where D2 was responsible for locating existing improvements to identify the best route for a new easement and electric line constructability, various staking for power poles and right of way. Our company has also provided easement staking to assist contractors in performing their construction duties without infringing on the adjacent lands outside of the designated easement.

Contact: Scott Kelly
Company: Electrical District No. 3
Email: scott.kelly@ed-3.org
Phone: 520-424-9311

Pinal County Boundary: D2 completed a boundary survey on 23 lots in Dudleyville for Pinal County. We determined the boundary for the parcels so that the county could complete work on the wash running through those properties to mitigate the potential flooding issues. We provided a CAD file with an orthophoto and linework, a 6-page Results of Survey Map, located all above and under ground utilities, and took supplemental field shots for elevations. We also rectified major discrepancies in recorded documents related to a 1960's subdivision.

Contact: Lorina Gillette
Company: Pinal County
Email: Lorina.Gillette@pinal.gov

Topographic Survey for Town of Superior: This project was a topographic survey for Queen Creek restorations along US-60 between Mary Dr. and Magma Ave. We flew a drone along an access road about a mile long to provide an orthophoto as well as a surface so that the city can provide improvements and a new waterline on that road. We located all utilities as well as taking supplemental topographic shots to aid in the surface model.

Contact: Svetlana Clark
Company: Town of Superior
Email: sclark@superioraz.gov

Sunland Gin Emergency Road Improvements: Arizona City contracted D2 Surveying to provide emergency work to aid the city in improving Sunland Gin Rd from Battaglia Rd. to Monaco Blvd. We provided control verification, bluetops for subgrade, and striping and sign layout. We also staked saw cuts, rough grade, retentions, storm drains, spillways, and scuppers, as well as centerline monument staking.

Contact: Chris Eischen
Company: Sunland Asphalt & Construction, LLC
Email: ceischen@sunlandasphalt.com
Phone: 602-291-3451

Gila County Animal Control: D2 worked with Gila County to build a new animal control building and parking lot in Globe. We staked new utilities, curb and sidewalk, edge of pavement, and light pole foundations as well as giving them a building layout and project as-builts.

Contact: Chris Harvey
Company: Loven Contracting, Inc.
Phone: 928-774-9040

D2 Surveying Team

Mailing Address:
24468 North Corn St.
Florence, Arizona 85132

BOUNDARY TEAM

NAME	Job Title	Contact
JEREMY DALMACIO	RLS, Owner	480-221-1368 EXT 2 jeremy@d2surveying.com
CHRIS ROLLEFSON	Drone/Project Manager	chris@d2surveying.com
HARRISON SAILOR	Team Lead	harrison@d2surveying.com
ASHTON WILSON	Team Lead	ashton@d2surveying.com
JASON SOHR	Team Lead	jason@d2surveying.com

CONSTRUCTION TEAM

NAME	Job Title	Contact
JOSHUA DALMACIO	RLS, Owner	480-221-1368 EXT 3 josh@d2surveying.com
MARCUS ARMENTA	Project Manager	marcus@d2surveying.com
TRAVIS BIRMAN	Team Lead	travis@d2surveying.com
KIDEN SHEPPARD	Team Lead	kiden@d2surveying.com
DARIN JACKSON	Team Lead	darin@d2surveying.com

OFFICE TEAM

NAME	Job Title	Contact
KAYLA BASTIN	Operations Manager	480-221-1368 EXT 1 kayla@d2surveying.com
MINDY STRAIGHT	Accountant	480-221-1368 EXT 0 accounting@d2surveying.com
KENZIE BASTIN	Administrative Assistant	480-221-1368 kenzie@d2surveying.com
MANNY LOPEZ	Drafting Manager	480-221-1368 EXT 4 manny@d2surveying.com
DUSTIN DALMACIO	Drafter	dustin@d2surveying.com
CAMERON VERCOE	Drafter/Estimator	cameron@d2surveying.com estimating@d2surveying.com

Jeremy Dalmacio

Objective

Provide an exceptional service for all clients ensuring their satisfaction regardless the size of the job

Experience

May 2015 - Current D2 Surveying, Florence, AZ

Owner/Registered Land Surveyor

- Head of Boundary Department
- Managed over 1000 jobs from start to finish between 2021 and 2022 including but not limited to
 - Boundary Determination
 - ALTA surveys
 - Topographic surveys
 - Construction staking
- Oversees/manages multiple field crews
- Assists in field operations, calculations, and project management.
- Completes extensive reviews and corrections on every document to be recorded to ensure a correct and complete job

2002– May 2015 Hansen Engineering & Survey Coolidge, AZ

Project Manager

- Managed over 150 projects from start to finish.
- Calculations and technical oversight of major construction staking projects
- Conducted over 400 boundary surveys from start to finish including research and calculations of property boundaries
- Perform ALTA Surveys and topographical design surveys to assist in major land development project
- Prepare legal descriptions for land acquisition and land division projects.
- Estimate Cost/ Examine profit and loss sheets for analysis and company efficiency maximization

Education

2001-2002 Mesa Community College
1999-2000 Eastern Arizona College
1996-1999 Globe High School

Mesa, AZ
Thatcher, AZ
Globe, AZ

Joshua Dalmacio

Objective

Provide an exceptional service for all clients ensuring all jobs move efficiently and correctly

Experience

May 2015 - Current D2 Surveying, Florence, AZ

Owner/Registered Land Surveyor

- Head of construction department
- Managed over 250 ongoing projects from start to finish between 2021 and 2022
- Oversees/manages multiple field crews
- Completes bids and proposals
- Finalizes calculations and layouts for field crews to complete
- Assists in field operations to keep jobs moving efficiently

2004– May 2015 Hansen Engineering & Survey Coolidge, AZ

Project Manager

- Managed over 100 projects from start to finish
- Calculations and technical oversight of major construction staking projects
- Conducted over 300 boundary surveys from start to finish including research and calculations of property boundaries
- Perform ALTA Surveys and topographical design surveys to assist in major land development project
- Prepare legal descriptions for land acquisition and land division projects.
- Estimate Cost/ Examine profit and loss sheets for analysis and company efficiency maximization
- Satisfied all Licensing requirements and became a Registered Land Surveyor

Education

2003-2004	Mesa Community College	Mesa, AZ
2001-2003	Eastern Arizona College	Thatcher, AZ
1998-2001	Globe High School	Globe, AZ

Project Understanding and Approach

D2 Surveying is always working to improve our job performance and understanding of the clients needs. Here is what we strive for:

-Great Communication: Each scope of work will be different. We will ensure that we are not wasting county funds by performing work that is not necessary or beneficial to the specific task at hand.

-Flexibility: Our schedule allows us to respond to an emergency request by Gila County within 48 hours to complete the field work necessary to satisfy the county.

-Technologically Advanced: Our firm currently operates the latest GPS technology along with high accuracy Robotic Total Stations when necessary. We also provide Drone aerial services that include high resolution photography and topographic maps with a surface model if needed. Our drafting department is up to date utilizing Autodesk Civil 3D 2023 software. Our goal is to provide the best and most cost-effective solution for the city on a job specific basis.

-Teamwork Mentality: Our field crews and management team are constantly cultivating a teamwork environment. We put an emphasis on integrity and inclusiveness for the owner and any contractor involved.

-Customer Satisfaction Mindset: Our team always has the clients needs in mind so that we can perform our job to the level satisfaction that they expect.

-Local Experience: D2 Surveying has successfully completed work in many cities within Gila County including Payson, Hayden, Pine, and our most common is Globe and Miami. We have also worked in Tonto Basin and Apache Lake. During these projects our team worked closely and cohesively with various municipalities within Gila County.



D2SURVEYING.COM
24468 N. CORN STREET
FLORENCE AZ, 85132
480-221-1368

EFFECTIVE 2/23/2023

RATE SHEET

SERVICE PROVIDED	PER HOUR
1 MAN SURVEY CREW	\$ 155.00
2 MAN SURVEY TEAM	\$ 200.00
3 MAN SURVEY TEAM	\$ 235.00
GENERAL OFFICE	\$ 65.00
DRAFTING/SURVEY TECH/DRONE PROCESSING	\$ 130.00
SENIOR DRAFTER	\$ 165.00
LAND SURVEYOR/PROJECT MANAGER	\$ 165.00
DRONE FIELD CREW	\$ 265.00

THESE RATES ARE BASED ON A REQUEST AT A WEEKS NOTICE

THESE RATES ARE USED FOR GENERAL ESTIMATING AND ARE SUBJECT TO CHANGE BASED ON SCOPE OF WORK, AVAILABILITY, PROJECT LOCATIONS, ETC. D2 SURVEYING WAS FOUNDED ON THE PRINCIPLE OF PROVIDING COMPETITIVE PRICING AND UNBEATABLE SERVICE TO ESTABLISH LONG LASTING BUSINESS RELATIONSHIPS.

FOR ADDITIONAL PRICING INFORMATION PLEASE CONTACT JEREMY DALMACIO;
JEREMY@D2SURVEYING.COM OR 480-221-1368



D2SURVEYING.COM
24468 N. CORN STREET
FLORENCE AZ, 85132
480-221-1368

EFFECTIVE 2/23/2023

EXPEDITED RATE SHEET

SERVICE PROVIDED	PER HOUR
1 MAN SURVEY CREW	\$ 220.00
2 MAN SURVEY TEAM	\$ 280.00
3 MAN SURVEY TEAM	\$ 330.00
GENERAL OFFICE	\$ 90.00
DRAFTING/SURVEY TECH/DRONE PROCESSING	\$ 185.00
SENIOR DRAFTER	\$ 230.00
LAND SURVEYOR/PROJECT MANAGER	\$ 230.00
DRONE FIELD CREW	\$ 370.00

THESE RATES ARE BASED ON A REQUEST WITHIN A 48HR NOTICE

THESE RATES ARE USED FOR GENERAL ESTIMATING AND ARE SUBJECT TO CHANGE BASED ON SCOPE OF WORK, AVAILABILITY, PROJECT LOCATIONS, ETC. D2 SURVEYING WAS FOUNDED ON THE PRINCIPLE OF PROVIDING COMPETITIVE PRICING AND UNBEATABLE SERVICE TO ESTABLISH LONG LASTING BUSINESS RELATIONSHIPS.

FOR ADDITIONAL PRICING INFORMATION PLEASE CONTACT JEREMY DALMACIO;
JEREMY@D2SURVEYING.COM OR 480-221-1368

ARF-8662

Regular Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 04/02/2024

Submitted For: Homero Vela, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2024

Budgeted?: Yes

Contract Dates 02-16-24 to 02-15-25

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval of Amendment No. 3 to Contract No. 110520 with Hawker & Evans Asphalt Co., Inc.

Background Information

On February 16, 2021, the Board awarded Hawker & Evans Asphalt Co. Contract No. 110520 for two types of chip seal oils. The award was for 48 months with the possibility of 4 annual renewals. This is a request to renew the contract through February 15, 2025.

On April 5, 2022, the Board approved Amendment No. 1 to Contract 110520 with Hawker & Evans Asphalt Co. Contract No. 110520 to renew the contract through February 15, 2023.

In December 2022, the Public Works Department reviewed cooperative contracts and determined Hawker & Evans still had the best price.

On February 7, 2023, the Board approved Amendment No. 2 to Contract 110520 with Hawker & Evans Asphalt Co. Contract No. 110520 to extend the contract through February 15, 2024.

Evaluation

Amendment No. 3 to Contract 110520 with Hawker & Evans Asphalt Co. extends the term of the contract through February 15, 2025, for a not-to-exceed contract amount of \$392,938.

A comparison of the 2021 bids yielded the best price for Gila County for the chip seal projects for the next few years. The Public Works Department anticipates using up to 450 Tons of CRS-2P or up to 350 Tons of MC-800 chip seal oil per contract year. Factors such as road surface and location will determine the type of oil used. Oil prices may fluctuate, and there is a provision in the contract for price adjustments in Section 3.0 for compensation adjustment by increase or decrease based on the Arizona Department of Transportation monthly index dollar amount.

Conclusion

The Public Works Department Director wishes to execute Amendment No. 3 to Contract 110520 with Hawker & Evans Asphalt Co. to extend the contract through February 15, 2025.

Recommendation

The Public Works Department Roads Division Manager recommends that the Board of Supervisors approve Amendment No. 3 to Contract No. 110520 with Hawker & Evans Asphalt Co. to extend the contract through February 15, 2025

Suggested Motion

Information/Discussion/Action to approve Amendment No. 3 to Contract No. 110520 with Hawker & Evans Asphalt Co. which extends the contract through February 15, 2025, with a not-to-exceed amount of \$392,938.

(Homero Vela)

Attachments

Amendment No. 3 to Contract No. 110520

Amendment No. 2 to Contract No. 110520

Amendment No. 1

Contract No. 110520

AMENDMENT NO 3 TO CONTRACT NO. 110520

Contract Name: Maintenance of paved roads with chip seal oils **Contract No.:** 110520

CONTRACT AGREEMENT NO. 110520 made and entered into this _____ day of _____, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Hawker & Evans Asphalt Co., Inc., of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

Effective February 16, 2021, Gila County and Hawker & Evans Co., Inc. entered into a contract whereby Hawker & Evans Asphalt Co., Inc. agreed to Provide Maintenance of paved roads with chip seal oils.

Amendment No. 1 to was executed on April 5, 2022, to extend the contract from February 16, 2022, to February 15, 2023, with possible renewals for two years. Source for asphalt emulsion supply, delivery, and spread for County chip seal road projects

Amendment No. 2 was executed on February 7, 2023, to extend the contract from February 16, 2023, to February 15, 2024, with possible renewals for two years. Source for asphalt emulsion supply, delivery, and spread for County chip seal road projects.

Amendment No. 3 will serve to extend the contract from February 16, 2024, to February 15, 2025. with possible renewals for one additional year. Source for asphalt emulsion supply, delivery, and spread for County chip seal road projects.

All other terms, conditions and provisions of the original Contract 110520, shall remain the same and apply during the February 16, 2024, to February 15, 2025, period.

☒ Yes

Contract End Date: 02-16-24 to 02-15-2025

Renewal Option: ☐ No

Maximum Dollar Limit: \$392,938.00

AMENDMENT NO 3 TO CONTRACT NO. 110520

Contract Information

Firm Name: Hawker & Evans Asphalt Co., Inc. Contact Person: Keith Ryan

Address: 308 S Lebron Phone No: 602-418-2685

City: Mesa State: AZ 85210 Fax: _____ Email: Keith.ryan@qualityemulsions.com

GILA COUNTY BOARD OF SUPERVISORS

HAWKER & ENANS ASPHALT CO., INC.

Stephen Christensen, Board of Supervisors

Keith Ryan President

ATTEST

James Menlove, Clerk of the Board

APPROVED AS TO FORM

The Gila County Attorney's Office

CONTRACT AGREEMENT

Contract Name: Maintenance of paved roads with chip seal oils

Contract No.:

Navajo County Contract

No. B20-01-006

Statement of Purpose and Need (3-5 Sentences) Amendment No. 1 was executed on April 5, 2022, to extend the contract from February 16, 2022, to February 15, 2023, with possible renewals for two years. Source for asphalt emulsion supply, delivery, and spread for County chip seal road projects. Purchase under a cooperative contract with the best pricing using Navajo County Contract #B20-01-006 product CRS-2P or MC-800 products from Hawker & Evans Asphalt Co., Inc. All Documents executed by the Navajo County Contract #B20-01-006, apply to this procurement between Gila County and Hawker and Evans Asphalt Co., Inc.

Amendment No. 2 will serve to extend the contract from February 16, 2023, to February 16, 2024, to February 15, 2024. All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the renewal period.

Immigration Clause: Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214 (A). If Contractor 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 § 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. Gila County retains the legal right to inspect the papers of Contractor and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

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

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 as if fully set forth in this contract.

CERTIFICATION OF NO FORCED LABOR: The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

☒ Yes

Contract End Date: 02-16-23 to 02-15-2024

Renewal Option: ☐ No

Maximum Dollar Limit: Price per ton/limited by Tons per contract year.

Contract Information

Firm Name: Hawker & Evans Asphalt Co., Inc. Contact Person: Keith Ryan


Address: 308 S Lebron Phone No: 602-418-2685

City: Mesa State: AZ 85210 Fax: _____ Email: Keith.ryan@qualityemulsions.com

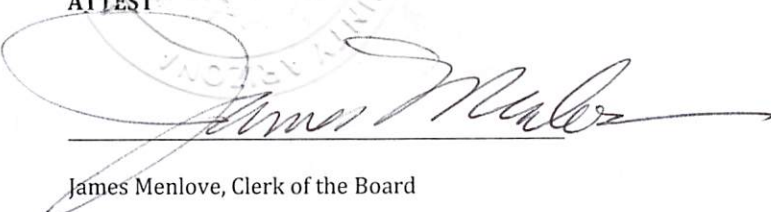
Special Notes: Gila County is part of the Arizona State Purchasing Cooperative, for Cooperative Purchasing. By using the Navajo County Cooperative with Hawker & Evans Asphalt Co., Inc., it will save the county in both time and money for a rate that has already been established in the State of Arizona Procure bidding process.

Authorization to use a Cooperative Purchasing Agreement with the Navajo County Cooperative, Contract No. B20-01-006, for Supply and Delivery of Liquid Asphalt CRS-2P Chip Seal Oil - approved this 7th day of February 2023.

GILA COUNTY BOARD OF SUPERVISORS


Woody Cline Board of Supervisors

ATTEST


James Menlove, Clerk of the Board

APPROVED AS TO FORM


The Gila County Attorney's Office



CONTRACT AGREEMENT

Contract Name: Maintenance of paved roads with chip seal oils Contract No.: Navajo County Contract No. B20-01-006

Statement of Purpose and Need (3-5 Sentences) Amendment No. 1 to extend the contract from February 16, 2022 to February 15, 2023, with possible renewals for two years. Source for asphalt emulsion supply, delivery, and spread for County chip seal road projects. Purchase under a cooperative contract with the best pricing using Navajo County Contract #B20-01-006 product CRS-2P or MC-800 products from Hawker & Evans Asphalt Co., Inc. All Documents executed by the Navajo County Contract #B20-01-006, apply to this procurement between Gila County and Hawker and Evans Asphalt Co., Inc.

Immigration Clause: Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214 (A). If Contractor 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 § 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. Gila County retains the legal right to inspect the papers of Contractor and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

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

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 as if fully set forth in this contract.

Contract End Date: 02-16-22 to 02-15-2023

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: Price per ton/limited by Tons per contract year.

Contract Information


Firm Name: Hawker & Evans Asphalt Co., Inc. Contact Person: Keith Ryan
Address: 308 S Lebron Phone No: 602-418-2685
City: Mesa State: AZ 85210 Fax: _____ Email: Keith.ryan@qualityemulsions.com

Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative, for Cooperative Purchasing. By using the Navajo County Cooperative with Hawker & Evans Asphalt Co., Inc., it will save the county in both time and money for a rate that has already been established in the State of Arizona Procure bidding process.


Authorization to use a Cooperative Purchasing Agreement with the Navajo County Cooperative, Contract No. B20-01-006, for Supply and Delivery of Liquid Asphalt CRS-2P Chip Seal Oil - approved this 5th day of April 2022.

GILA COUNTY BOARD OF SUPERVISORS



Tim R. Humphrey, Board of Supervisors

ATTEST



Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM



The Gila County Attorney's Office

GILA COUNTY
REQUEST FOR PROPOSALS (RFP) NO. 110520
CRS-2P & MC-800 CHIP SEAL OILS

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS
Tim R. Humphrey, Chairman
Steve Christensen, Vice Chairman
Woody Cline, Member

COUNTY MANAGER
James Menlove



**GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 110520
CRS-2P & MC-800 CHIP SEAL OILS**

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to provide CRS-2P & MC-800 Chip Seal Oils.

SUBMITTAL DUE DATE: 3:00 PM, MST, January 20, 2021

RETURN PROPOSAL TO: GILA COUNTY
FINANCE DEPARTMENT
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

NOTICE IS HEREBY GIVEN, that sealed competitive proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the finance department Copper Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

All proposals shall be made on the request for sealed proposals forms included in this RFP No. 110520 package and shall include all applicable taxes.

Interested bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-4355 or by clicking on the link:

http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file. Bidders are strongly encouraged to carefully read the entire request for proposal.

Any questions regarding this request for proposals shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at bhurst@gilacountyaz.gov, 928-402-4355.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the code is available for review in the Clerk of the Board's office, Globe, AZ.

Dates advertised in the Arizona Silver Belt: **December 8, 2020 and, December 15, 2020**

Signed: 
Woody Cline, Chairman of the Board

Date: 12 / 1 / 20

Signed: 
The Gila County Attorney's Office

Date: 12 / 1 / 2020

TABLE OF CONTENTS

CONTENT	PAGE
Notice of Solicitation.....	1
Table of Contents.....	2
Intent.....	3
Scope of Work	4-5
Exhibit "A"; Instructions to Bidders.....	6-8
Preparation of Sealed Bid	6
Amendments	7
Inquiries.....	7
Late Proposals	7
Submittal Bid Format	7-8
General Terms and Conditions	9-10
Award of Contract	9
Protests	9
Laws & Ordinances	10
Exhibit "B"; Contract Award Agreement	11-15
Overcharges by Antitrust Violations.....	11
Authority to Contract	11
Contract Amendments	11
Contract Default	11
Right to Assurance.....	12
Co-op Intergovernmental Purchasing Agreement	12
Cancellation of County Contracts.....	12
Termination of Contract.....	12
Indemnification Clause	13
Insurance Requirements	13-15
Exhibit "C"; Minimum Specifications and Information	16-17
Section 1.0; General Purpose	16
Section 2.0; Proposal Pricing	16
Section 3.0; Price Adjustments.....	15-16
Section 4.0; Ordering & Delivery.....	16-17
Section 5.0; Product Minimum Specifications.....	18-19
Price Sheet.....	20-21
Qualification and Certification Forms.....	22-23
Reference List	24
No Collusion Form.....	25
Certification Regarding Debarment.....	26
Intentions Concerning Subcontracting	27
Legal Arizona Workers Act Compliance	28
Israel Boycott Certification.....	29
Checklist & Addenda Acknowledgment	30
Offer Page.....	31
Acceptance of Offer Page.....	32

INTENT

REQUEST FOR PROPOSAL FOR: CRS-2P & MC-800 Chip Seal Oils

INTENT:

It is the intent of this Request for Proposals to establish a contract for a supplier to furnish CRS-2P and MC-800 Chip Seal Oil as specified to the Consolidated Roads Department at various locations of the *Copper and Timber Regions of Gila County*.

For the purposes of this Request for Proposal, "Contractor" is defined as an individual or an entity who submits a bid.

SCOPE OF WORK:

It is the intent of Gila County to award a contract to a qualified Contractor for the CRS-2P & MC-800 Chip Seal Oils.

All specifications, and terms and conditions, under the Contract includes furnishing at least, but not limited to, minimum specification of product specifications (see attached: Exhibit "C"), as specified on the Price Sheet pages for total price proposed. Suppliers who agree to provide the minimum Proposal Specification for this product shall be considered for award.

See page 20 of Bid Packet for Price Proposal.

INFORMATION REQUESTS

All requests for additional information shall be put in writing and directed to: Betty Hurst, Contracts Administrator, (928) 402-4355, bhurst@gilacountyaz.gov.

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

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

Addendum

Any addendum issued as a result of any change in this request for sealed proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the bidder checklist & addenda acknowledgment form, page 30.
2. Copies of all addenda must be attached to the submittal.

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

Inquiries

Any questions related to this request for proposal must be directed to those whose names appear on the notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a request for proposals should refer to the appropriate request for proposals number, page, and paragraph number. However, the Contractor(s) must not place the request for proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official request for proposal due date and time. Questions received after 3:00 P.M., Wednesday, January 13, 2021 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Proposals

Any proposal received later than the date and time specified on the notice for sealed proposal will be returned unopened. Late proposals shall not be considered. Any Contractor submitting a late proposal shall be so notified.

Submittal Proposal Format:

It is required that **One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the proposal and all forms shall be submitted.** The county will not be liable for any cost incident to the preparation of proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. **Spiral bound proposals are not permitted.** Failure to include all required documents, **all with original signatures,** may invalidate the bid.

Instructions to Bidders continued...

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

<p>The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies <u>with original signatures</u> shall be provided by the Bidder. The words <u>"SEALED PROPOSAL"</u> with Proposal Title <u>"CRS-2P & MC-800 CHIP SEAL OILS"</u>, Proposal No., <u>"110520"</u>, Date <u>"January 20, 2021"</u>, and time <u>"3:00 PM"</u> of proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound proposals are not permitted.</p>
--

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interests of, and most advantageous to the County of Gila.
 - a. Notwithstanding any other provisions of the RFP, the county reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all proposals; or portions thereof; or
 3. Reissue a request for proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the county contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior proposal for furnishing and installing materials similar in nature or providing similar services.
4. All submitted forms provided in this request for proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose proposals are most advantageous to the county may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the county, within ten (10) days after the date of the notice of intent to award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a timely proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

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

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, its agents, subcontractors, or representatives, awarded this or any portion of this contract by the county, i.e. by submitting proposals to this solicitation requiring sealed proposals, it does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on all forms contained on pages 20 through 31.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the request for proposal issued by the county and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Board of Supervisors. 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 Gila County in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the county procurement code. Any such action is subject to the legal and contractual remedies available to the county inclusive, but not limited to, contract cancellation, suspension and debarment of the Contractor.

Contract Amendments

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

Contract Default

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

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

This contract is subject to the cancellation provisions of A.R.S. §38-511.

Termination of Contract

The county, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to the Contractor. The county at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the county shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the county before the effective date of termination.

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

- 1. In the opinion of the county, the Contractor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
- 2. In the opinion of the county, the Contractor attempts to impose on the county material products, or workmanship, for services which are of unacceptable quality.

3. Contractor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the county, the Contractor fails to make progress in the performance of the requirements of the contract or give the county a positive indication that Contractor will perform to the requirements of the contract.

Each payment obligation of the county created hereby is conditioned upon the availability of county, state and federal funds, which are appropriated or allocated for the payment of such an obligation.

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

Indemnification Clause

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

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Finance Department to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the request. If rejected, the purchasing department shall give written notice to the bidder submitting this request.

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 do not limit the indemnity covenants contained in this contract. The county does not warrant 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 may 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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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 does not warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the county with certificates of insurance (ACORD form or equivalent approved by the county) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The county project and 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.

MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of Gila County to establish, by this Invitation for Proposal, the contract to purchase CRS-2P and MC-800 Chip Seal Oil.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is **NOT** intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

- 1.1 All product specifications are **minimum**. Supplier must provide product specification sheet. MSDS sheets must be included. Please provide MSDS sheets in MS Word Format or Adobe Acrobat on compact disc or print them.
- 1.2 Supplier should have adequate manufacturing / stocking facilities to serve the needs of Gila County.
- 1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Supplier shall review its Proposal submission to assure the following requirements are met.
 - 1.5.1 **One (1) original and two (2) copies with original signatures of all submissions.**
 - 1.5.2 Qualification and Certification Forms
 - 1.5.3 References
 - 1.5.4 Pricing pages
 - 1.5.5 No Collusion in Bidding
 - 1.5.6 Intentions for Subcontracting
 - 1.5.7 Certification Regarding Debarment
 - 1.5.8 Israel Boycott Certification
 - 1.5.9 Legal AZ Works Act Compliance
 - 1.5.10 Checklist & Addenda Acknowledgment
 - 1.5.11 Offer Page

SECTION 2.0

Proposal Pricing

- 2.1 The Supplier shall submit the Proposal in the form of a firm unit price for each product. Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in *Section 3.0*. Supplier shall incorporate all profit and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of forty-eight (48) months unless terminated, canceled or extended as otherwise provided herein. The Supplier agrees that Gila County shall have the right, at its sole option, to renew the contract for 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.
- 2.3 Suppliers are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Invitation for Proposals. Pricing offered should be noted on the price sheet in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

SECTION 3.0

Price Adjustments

- 3.1 Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.
 - 3.1.1 The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
 - 3.1.2 "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (<https://azdot.gov/business/contracts-and-specifications/price-adjustment-bituminous-material-and-diesel-fuel>).
- 3.2 The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.
 - 3.2.1 Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).

- 3.2.2 Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
- 3.2.3 Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was \$395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is \$415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in the ADOT Index (\$20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up \$18.60.
- 3.3 The Supplier certifies in signing this Bid Proposal that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.
- 3.4 The Supplier shall provide the RACK price to the County upon request.

SECTION 4.0

Ordering & Delivery

ORDERING

- 4.1.1 Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.
- 4.1.2 Material Vendor shall be given a 72-hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.
- 4.1.3 SAMPLES: Supplier may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Proposals. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.
- 4.1.4 TESTING: The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

- 4.2 **DELIVERY:** Delivery Sites, delivered price per ton in place for material delivery and return will be stated by the Supplier by region on the pricing pages of this Request for Proposals. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the Contract. These needs may be based on, but not limited to, seasonal emergency, historical usage data.
- 4.2.1 Supplier may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.
- 4.2.2 Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the CRS-2P and MC-800 Chip Seal Oil product are placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt products at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.
- 4.2.3 Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.
- 4.3 **PRICING:** Prices shall be for both F.O.B. at plant and delivered in place with boot truck. Material Vendor – Supplier shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by the Supplier. The County will assist the Supplier in arranging for inspection.
- 4.4 **MATERIAL MEASURES AND PRICING ADJUSTMENTS:** The product shall be measured by the ton and shall be weighed on approved scales furnished by the Material Vendor or certified public scales at the Suppliers expense. Quantities of material will be determined by the collected weight tickets at the scales at the Suppliers expense. Quantities of material will be determined by the collected weight tickets as the source or at the selected delivery location.

Supplier shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

- 4.4.1 **Cancellation:** Gila County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the successful bidder or the County. The standby rate shall only apply to time at the project site and until such time as the equipment is directed to leave due to inclement weather or other unforeseen conditions. The Supplier shall deliver the specified materials at proper temperatures to the County at a new time at no additional charges.

SECTION 5.0**Product Minimum Specifications**

Requirements are as follows:

CRS-2P PRODUCT SPECIFICATIONS			
Test Description	Method (AASHTO)	Required Minimum	Required Maximum
<u>Tests on Emulsion</u>			
Viscosity, Saybolt Furol @ 122°F, sec.	T-72	150	400
Sieve test, %	T59	-	0.1
Demulsibility, 35ml of 0.8% sodium dioctyl sulfosuccinate, %	T59	70	-
Storage Stability 1 day, %	T-59		1
Particle Charge test	T-59	Positive	Positive
Distillation test: Residue by distillation, % by weight		65	-
Distillation test: Oil distillate, % by volume of emulsion		-	0.5

MC-800 PRODUCT SPECIFICATIONS			
Test Requirement Description		Required Minimum	Required Maximum
Kinematic Viscosity at 60 °C (140°F) centistokes		800	1600
Flash point (Tab. Open-cup, degrees C°(F)		66 (15)	-
Distillation test: Distillate Percentage by volume of total distillate to 360°C (680°F)			
To 225°C (437°F)		-	-
To 260°C (500°F)		0	35
To 315°C (600°F)		45	80
Residue from distillation to 360°C (680°F) Volume percentage of sample by difference		75	-
Water percent		-	0.2
Tests on residue from distillation: Absolute viscosity at 60°C (140°F) poises		300	1200
Tests on residue from distillation: Ductility, 5 cm/min, cm.		100	-
Tests on residue from distillation: Solubility in Trichlorethylene, percent		99	-

MC-800 liquid asphalt shall meet the requirements of section 712 of the Maricopa Association of Governments Uniform Standard Specification for Public Works Construction, latest edition revision.

PRICE SHEET

Provide the total price proposed on these forms. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to these proposal-pricing pages.

All suppliers should understand that the usage quantity listed is a "best estimate" and may vary greatly in actuality.

Estimated Maximum Annual Quantity: 450 Tons

CRS-2P CHIP SEAL OIL		
Supply Destination	Delivered Per Ton in Place with Boot Truck	FOB Plant Per Ton without Boot Truck
<u>Copper Region</u> South of Roosevelt Lake Bridge		
Price Per Ton	\$ <u>508.00</u>	\$ <u>458.11</u>
<u>Timber Region</u> North of Roosevelt Lake Bridge		
Price Per Ton	\$ <u>505.00</u>	\$ <u>458.11</u>

Estimated Maximum Annual Quantity: 350 Tons

MC-800 CHIP SEAL OIL		
Supply Destination	Delivered Per Ton in Place with Boot Truck	FOB Plant Per Ton without Boot Truck
<u>Copper Region</u> South of Roosevelt Lake Bridge		
Price Per Ton	\$ <u>833.00</u>	\$ <u>758.10</u>
<u>Timber Region</u> North of Roosevelt Lake Bridge		
Price Per Ton	\$ <u>830.00</u>	\$ <u>758.10</u>

Price to Include All Applicable Taxes, Freight, and Required Fees.

No Tax shall be levied against Labor.

Supplier Name: HAWKER & EVANS ASPHALT CO., INC. Phone No.: (480) 619-1100

- Additional charge per hour after three (3) hours of spread time if County is responsible for delay:

\$ 200.00 per hour.

- Transport Truck Rental after two (2) hours pumping time \$ 105.00 per hour.

- Minimum NO MINIMUM Ton for pick up FOB plant

- Amount \$ 1,000.00 each occurrence for product returned and disposed.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

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

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

Contract Number 110520 CRS-2P & MC-800 CHIP SEAL OILS

The applicant submitting this proposal warrants the following:

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

HAWKER & EVANS ASPHALT CO., INC
308 S LEBARON, MESA, AZ 85210
(480) 619-1100

2. Has 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 Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor'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 must also provide at least the following information:
- A brief history of the Contractor.
 - A cost proposal shall be submitted on the price sheet, attached hereon and made a full part of this contract by this reference.
 - A list of previous and current customers, which are considered identical or similar to the scope of services described herein; shall be submitted on the reference list, attached hereon and made a full part of this contract by this reference.
 - List the specific qualifications the Contractor has in supplying the specified services.
 - Gila County reserves the right to request additional information.

6. Contractor Experience Modifier (e-mod) Rating in Arizona: 2.22
(If Applicable)

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

7. Current Contractor Business Arizona License Number: 20164189
(If Applicable)

Keith Ryan
Signature of Authorized Representative

KEITH RYAN
Printed Name

PRESIDENT
Title

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

References

Please list a minimum of three (3) references for contracts, entered into or completed, of similar size and scope, as this request for proposals during the past twenty-four (24) months. Bidder may attach further reference information as necessary.

1. Company: GILA COUNTY
Contact: BRENT CLINE
Phone: 928-812-5870
Address: GILA COUNTY, AZ
Job Description: CHIP SEAL FOR GILA COUNTY IN PINE AZ AREA 2020.

2. Company: GRAHAM COUNTY
Contact: DANIEL HORNER
Phone: 928-965-3309
Address: GRAHAM COUNTY, AZ
Job Description: CHIP SEAL FOR GRAHAM COUNTY 2020, and multiple years.

3. Company: NAVAJO COUNTY
Contact: JAMES DESPAIN
Phone: 928-205-3499
Address: NAVAJO COUNTY, AZ
Job Description: CHIP SEAL & FOG FOR NAVAJO COUNTY, MULTIPLE YEARS.

HANKER & EVANS ASPHALT CO., INC
Name of Business
[Signature]
Signature of Authorized Representative
PRESIDENT
Title

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

STATE OF ARIZONA)

)ss

COUNTY OF GILA)

(Name of Individual)

KEITH RYAN

being first duly sworn, deposes and says:

That he or she is _____

PRESIDENT

(Title)

Of _____

HAWKER & EVANS ASPHALT CO., INC. and

(Name of Business)

That he or she is submitting a proposal on CRS-2P & MC-800 CHIP SEAL OILS, RFP NO. 110520 and,

That pursuant to Section 112 (C) of Title 23 USC, he or she certifies as follows:

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

HAWKER & EVANS ASPHALT CO., 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 service.

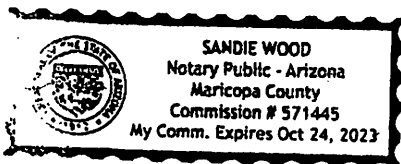
HAWKER & EVANS ASPHALT CO., INC.
Name of Business

By _____

Keith Ryan

Title

PRESIDENT



Subscribed and sworn to before me this 19th day of January, 2021.

Notary Public

Sandie Wood

My Commission expires:

10/24/23

THE UNITED STATES OF AMERICA
DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

WASHINGTON, D.C.

SEPTEMBER 10, 1953

TO : SAC, NEW YORK (100-100000)

FROM : SAC, NEW YORK (100-100000)

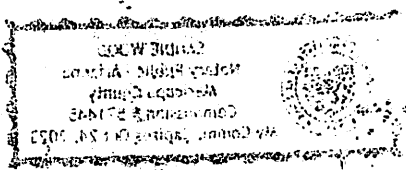
SUBJECT: [Illegible]

RE: [Illegible]

On September 10, 1953, [Illegible]

[Illegible]

[Illegible]



**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.

KEITH RYAN, PRESIDENT

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

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

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 110520 CRS-2P & MC-800 CHIP SEAL OILS**, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the proposal. The list must include the subcontractors name, address, phone number, and Arizona Registrar of Contractors License Number. List must be provided in a sealed envelope marked "List of Subcontractors".

☐ YES, it is my intention to subcontract a portion of the work.

☒ NO, it is not my intention to subcontract a portion of the work.



Signature of Authorized Representative

KEITH RYAN

Printed Name

PRESIDENT

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE


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

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the state and federal immigration laws.

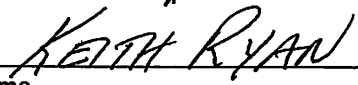
Any breach of Contractor's or any subcontractor's warranty of compliance with the state and federal immigration laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting Contractor to penalties up to and including suspension or termination of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

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


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



Signature of Authorized Representative



Printed Name



Title

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 defined 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.

Date: 1/19/21


Signature of Authorized Representative

KEITH RYAN
Printed Name

PRESIDENT
Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this RFP. If Contractor fails to complete and execute any portion of the bid documents, all with original signatures, the RFP may be determined to be non-responsive and rejected.

CHECKLIST:

REQUIRED DOCUMENT

QUALIFICATION & CERTIFICATION FORM
PRICE SHEET
REFERENCE LIST
NO COLLUSION FORM
INTENTIONS IN SUBCONTRACTING
LEGAL ARIZONA WORKERS ACT COMPLIANCE
ISRAEL BOYCOT CERTIFICATION
CHECKLIST & ADDENDA ACKNOWLEDGMENT
OFFER PAGE

COMPLETED AND EXECUTED

KR
KR
KR
KR
KR
KR
KR
KR
KR
KR

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	<u>KR</u>	_____	_____	_____	_____
Date	<u>12/7/20</u>	_____	_____	_____	_____

Signed and dated this 19 day of JANUARY, 2021

HAWKER & EVANS ASPHALT CO., INC.
Contractor:

By: [Signature]

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 110520 CRS-2P & MC-800 CHIP SEAL OILS. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, January 20, 2021, by 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 110520 CRS-2P & MC-800 CHIP SEAL OILS

Contractor Submitting Proposal:

HANKER & EVANS ASPHALT Co., INC
Company Name

308 S LEBARON
Address

MESA AZ 85210
City State Zip

For clarification of this offer, contact:

Name: KEITH RYAN

Phone No.: Office (480) 619-4100 Cell: 602-419-266

Fax (480) 619-4104

Email: Keith.ryan@qualityemulsions.com


Signature of Authorized Person to Sign

KEITH RYAN
Printed Name

PRESIDENT
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Contractor Hawker Evans Asphalt Co. is now bound to provide the materials or services listed in RFP No.: 110520, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as Contract No. 110520. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 16th day of February, 2021.

GILA COUNTY BOARD OF SUPERVISORS:



Chairman, Board of Supervisors

CONTRACTOR:

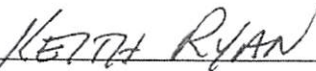


Authorized Signature

ATTEST:



Marian Sheppard, Clerk of the Board of Supervisors



Print Name

APPROVED AS TO FORM:



The Gila County Attorney's Office



GILA COUNTY
CRS-2P & MC-800 CHIP SEAL OILS
INFORMAL BID REQUEST NO. 110520

ADDENDUM #1:

DATE: 12/07/20

CLARIFICATIONS:

1. **Question:** Do you anticipate extending the bid due date?
Answer: No, bid due date will remain January 20, 2021.
2. **Question:** What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?
Answer: Nothing that isn't stated.
3. **Question:** Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free?
Answer: No.
4. **Question:** Other than your own website, where was this bid posted?
Answer: The bid was posted in the Payson Roundup Newspaper and on the GilaCountyAz.gov website.

Keith Ryan
12/21

HAWKER & EVANS ASPHALT CO., INC.
308 S LEBARON
MESA, ARIZONA 85210

(480) 619-4100

ROC#301379

January 19, 2021

Gila County Board of Supervisors

Re: Authorization to Sign Bid Proposal, Other Documents, and Contract relating to Gila County RFP# 110520

Board Members:

Keith Ryan is President of Hawker & Evans Asphalt Co., Inc. (Hawker & Evans), and is authorized to sign all documentation for the referenced Bid and Work associated with the enclosed proposal.

Hawker & Evans is a wholly owned subsidiary of Quality Emulsions, llc of Mesa, AZ.

Respectfully,

A handwritten signature in black ink, appearing to read "Keith Ryan", with a long horizontal flourish extending to the right.

Keith Ryan
Manager Member of Quality Emulsions, llc, and
President of Hawker & Evans Asphalt Co., Inc.

HAWKER & EVANS ASPHALT CO., INC.
308 S LEBARON
MESA, ARIZONA 85210

(480) 619-4100 ROC#301379

January 19, 2021

Gila County Board of Supervisors

Re: Bid Proposal Price Breakdown relating to Gila County RFP# 110520

Board Members:

This is our Bid Price Breakdown for our Proposal, Delivered Per Ton in Place with Boot Truck:

CRS-2P

To Supply Destination, Copper Region:

PRODUCT	\$423.00
FREIGHT	\$ 32.00
BOOT TRUCK	\$ 53.00

COMBINED TOTAL (PRICE PER TON)	\$508.00
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To Supply Destination, Timber Region:

PRODUCT	\$423.00
FREIGHT	\$ 30.00
BOOT TRUCK	\$ 52.00

COMBINED TOTAL (PRICE PER TON)	\$505.00
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MC-800

To Supply Destination, Copper Region:

PRODUCT	\$748.00
FREIGHT	\$ 32.00
BOOT TRUCK	\$ 53.00

COMBINED TOTAL (PRICE PER TON)	\$833.00
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To Supply Destination, Timber Region:

PRODUCT	\$748.00
FREIGHT	\$ 30.00
BOOT TRUCK	\$ 52.00

COMBINED TOTAL (PRICE PER TON)	\$830.00
--------------------------------	----------



Keith Ryan

President of Hawker & Evans Asphalt Co., Inc.

HAWKER & EVANS ASPHALT CO., INC.
308 S LEBARON
MESA, ARIZONA 85210

(480) 619-4100

ROC#301379

4

January 19, 2021

Gila County Board of Supervisors

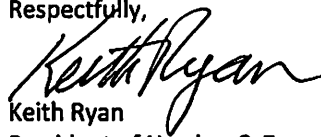
Re: Brief History of Hawker & Evans Asphalt Co., Inc.

Hawker & Evans Asphalt Company, Inc (H&E) has been actively engaged in spreading cutback asphalt and asphalt emulsions in Arizona for decades. In 2018, the former owner of H&E, Dennis Ryan, sold his spreader truck business to his brother, Keith Ryan who in 2006 had founded and currently runs Quality Emulsions, llc, which manufactures asphalt emulsions in their facility in Mesa, Arizona. With Quality Emulsions now being the owner of H&E, it has created a highly focused group to supply, transport and spread the needed emulsions on asphalt pavements to assist in preserving the roadways throughout Arizona.

It is with this unique focus that we are found supplying many contracts such as the current Chip Seal Contract that Gila County has set to bid on January 20, 2021. The group uses it's resources to provide best on-spec products, trucking services, and specialized spreader trucks, along with knowledgeable people who understand the needs and processes of the owners, and get the jobs completed within the scope of time required.

We are grateful for the chance to submit our proposal for the supplying and spreading the oils for Gila County chip seal work for 2021.

Respectfully,



Keith Ryan
President of Hawker & Evans Asphalt Co., Inc.
and Managing Member of Quality Emulsions, llc.

ARF-8670

Regular Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 04/02/2024

Submitted For: Sarah White, Chief Administrative Officer

Submitted By: Betty Hurst, Contracts Administrator

Department: Sheriff's Office

Fiscal Year: 2024

Budgeted?: Yes

Contract Dates 04-02-24 to 03-20-25 Grant?: Yes

Begin & End:

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Approval of Purchase Agreement No. 031824 with Metalcraft Marine US, Inc. to Purchase of Stanley 21 Fast Responder.

Background Information

On October 18, 2022, the Gila County Sheriff's Office electronically sent a letter requesting assistance from the Arizona Game and Fish Department to purchase a 23' Ranger Bay patrol boat equipped with a Mercury 250 Pro, associated police package, and trailer. The Arizona Game and Fish Department sent the Collection Agreement to the Gila County Sheriff's Office on April 10, 2023, approving the funds in the amount of \$92,000. On June 6, 2023, the Board of Supervisors approved the Collection Agreement between Arizona Game & Fish and the Gila County Sheriff's Office in the amount of \$92,000 for the purchase of a 23' Ranger Bay patrol boat equipped with a Mercury 250 Pro, associated police package, and trailer.

The Gila County Sheriff's Office went to the original vendor who provided the original quote; the price had increased to \$98,000 and would not make our deadline of June 30, 2024. The Sheriff's Office obtained 3 additional quotes that were higher and could not meet the delivery date.

Arizona Game and Fish gave written approval for the change in boat manufacturer and Metalcraft Marine US, Inc. is able to provide a comparable boat in the amount of \$95,000 plus tax. The boat is available immediately for pickup and will meet our June 30, 2024, deadline.

Evaluation

Due to the increase in price and availability, Metalcraft Marine US, Inc. is able to provide a comparable boat in the amount of \$95,000 plus tax. The boat is available immediately for pick up and will meet our June 30, 2024, deadline.

Conclusion

The Gila County Sheriff's Office will purchase a 2024 Stanley 21' welded aluminum boat with an F250 Yamaha motor, associated police equipment, and trailer from Metalcraft Marine US, Inc. in the amount of \$95,000 plus tax utilizing funding from the Arizona Game and Fish Department and the Sheriff's Office boating funds. No General Funds will be utilized for the purchase.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the purchase of a 2024 Stanley 21' welded aluminum boat with F250 Yamaha motor, associated police equipment and trailer in the amount of \$95,000 plus tax of \$9,405 for a total purchase price of \$104,405, from Metalcraft Marine US, Inc.

Suggested Motion

Information/Discussion/Action to approve Purchase Agreement No. 031824 with Metalcraft Marine US, Inc. in the amount of \$95,000 plus tax in the amount of \$9,405 for a total purchase price of \$104,405, for the purchase of a 2024 Stanley 21' welded aluminum boat with F250 Yamaha motor, associated police equipment and trailer. **(Sarah White)**

Attachments

Purchase Agreement No. 031824

Metalcraft Marine US Quote

Single Source Letter

PURCHASE AGREEMENT NO. 031824
ROOSEVELT BOAT-GAME & FISH GRANT.

PUBLIC WORKS

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Metalcraft Marine US, Inc. of the City of Watertown, State of New York, 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 manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in a similar locality and to the satisfaction of the County under the direction of the **Public Works 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 **Purchase Agreement 031824** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Purchase Agreement 031824** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Purchase Agreement conflict with the Terms and Conditions of Attachment "A" to **Purchase Agreement 031824**, the terms and conditions of this Purchase 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, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.

This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising 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. As it relates to Professional Liability claims, the Contractor shall be liable for reasonable defense costs incurred by the County, but only after Contractor Is found negligent or found to be at fault.

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, except after ten (10) 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 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 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 represents 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 represents 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 represents 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 represents that such goods or services will be fit for such particular purpose. Contractor represents 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 represents 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 approved by the Board of Supervisors and remains in effect through March 20, 2025, unless terminated earlier pursuant to this contract.

ARTICLE 15– PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$104,405.00 for completion of the projects as outlined in the Scope of Service.

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, Purchase Agreement No. 031824 has been duly executed by the parties hereinabove named, on the date and year first above written.

APPROVED:

Stephen Christensen, Chairman of the Board



Metalcraft Marine US, Inc.

DANA WHITE DIRECTOR OF SALES
Print Name and Title

Date: _____

James Menlove, Clerk of the Board

APPROVED AS TO FORM:

Gila County Attorney's Office

Date: _____

Dep. Thomason,

It was good talking with you. I've attached a spec sheet and some photos of our Stanley 21 Fast Responder. The boat is a demo boat that only has 27.3 Hours on it. The boat is available immediately and would need to be shipped from Florida. She comes equipped with a Yamaha 250 Outboard, Raymarine Axiom Pro Chartplotter with down and side scan, VHF Radio, Whelen Lightbar, siren and aluminum trailer. As she sits, we're asking \$95,000 for the total package. I look forward to hearing back from you soon.

Thank you!

Dana White

Director of Sales

Metalcraft Marine

www.metalcraftmarine.com



2024 STANLEY WELDED ALUMINUM BOAT by Connor Industries

STANDARD AND CUSTOMIZED BOAT FEATURES

- All 5083 marine grade aluminum construction hull
- ¼" bottom, 3/16" sides, 5 bar non-skid self-bailing deck
- Heavy duty reinforced hull framing and bow grounding keel bar protection
- Vee-bottom hull with outside reverse chines and directional strakes
- 3 bulkhead design creates 4 damage control compartments
- Noise and vibration damping throughout hull
- Square bow with rounded front corners
- 3" D-rubber fendering around entire gunwale perimeter
- Port & Starboard bow storage lockers, raised bow deck with integrated locker
- Stern/Aft lockers with 2 batteries and additional storage P&S
- Large cabinet behind driver for gun rack, workstation with lift lid storage
- 30" wide removable side door for dock access, rescue, and recovery
- Railing integrated into gunwales, toe-catch rail at deck
- Stern rails designed to secure a long spine board or stokes basket
- One (1) 80-gallon below-deck fuel tank, EPA compliant, w/fuel water separator
- Teleflex Sea-Star hydraulic steering
- Trim tabs and mounting brackets (electric cylinder or Zipwakes)
- Six (6) HD 10" welded mooring cleats. (Three per side)
- Removeable tow post/bollard, aft
- Swim decks, P&S with 3 single step reboarding ladder, and handrails

3-SIDED CABIN / CENTER CONSOLE WITH ALUMINUM TOP INCLUDED

- Partially enclosed center console helm station with aluminum hardtop
- 3 pieces, ¼" (6mm) tempered glass windshield, Port & Starboard side windows
- Large watertight storage locker in front of console, with electrical/fuse access
- Forward console seat with storage, cushions included on base and backrest
- Dash layout with ample space for two (2) 12" display screens, + gauges & equipment
- Navigation lights, 8-gang weathertight switch panel, horn, bilge pumps and highwater alarms
- 12V socket & USB outlets, open glovebox, (2) cupholders, and raised lip to contain small objects
- Windshield wiper, headliner with overhead red/white LED lighting
- Overhead mounting pod for radios, and other electronics, with storage pocket
- Double-wide helm chair with slider, seat with storage lockers below
- Ample standing room at helm, integrated footrest in console
- Multiple handrails around console & perimeter of top

EMERGENCY LIGHTING AND SIREN INCLUDED

- Whelen Mini Liberty II light Bar (red or red/blue combo, TBD)
- Whelen Waterproof Siren
- Whelen Waterproof Control Head Bail Mount
- Whelen 100-Watt Speaker

TRAILER INCLUDED

- Aluminum Tandem-axle bunk trailer, tongue jack, 2" coupler, rubber-mounted lighting, safety chains with snap hooks, spare tire.

OPTIONAL BOAT FEATURES

- Heavy-duty double pipe motor guard/engine crash rail
- Ice & grounding package, additional bow plating on hull
- LED Flood lights on roof, emergency lights as required
- Remote controlled Go-Light or equivalent roof-mounted search lights
- Radar, GPS, and transducers / Radio's, loud hailers as required
- Six (6) Red LED deck lighting, under gunwales for night ops
- Two (2) LED bow docking lights, for low-light conditions
- Marine Fusion stereo system, & optional add-ons
- 300HP Outboard (Maximum Horsepower, Customer Choice)

BOAT SPEC'S - AS TESTED

Length 21'-4" Hull (22'-10" LOA with rubber and swim deck)

Beam 92" Hull (8'-2" with D-rubber included)

Deadrise 15 deg @transom, 20 deg @mid, 35 deg @bow

Weight 3,640 LBS Dry (4,405 LBS as tested w/ motor, batt, fuel)

Draft 19" as tested @4,405 LBS

Power Yamaha F250XCB (25"shaft)

PROPOSED PAYMENT TERMS

- 20% Deposit
- 30% on start of fabrication
- 30% on receiving and proof of delivery of propulsion
- 20% on Completion and factory acceptance prior to shipping

Manufacturer's Warranty: aluminum hull warrantied for 10 (ten) years to cover hull construction defects and/or hull material defects, if any



2024 STANLEY WELDED ALUMINUM BOAT by Connor Industries

STANDARD AND CUSTOMIZED BOAT FEATURES

- All 5083 marine grade aluminum construction hull
- ¼" bottom, 3/16" sides, 5 bar non-skid self-bailing deck
- Heavy duty reinforced hull framing and bow grounding keel bar protection
- Vee-bottom hull with outside reverse chines and directional strakes
- 3 bulkhead design creates 4 damage control compartments
- Noise and vibration damping throughout hull
- Square bow with rounded front corners
- 3" D-rubber fendering around entire gunwale perimeter
- Port & Starboard bow storage lockers, raised bow deck with integrated locker
- Stern/Aft lockers with 2 batteries and additional storage P&S
- Large cabinet behind driver for gun rack, workstation with lift lid storage
- 30" wide removable side door for dock access, rescue, and recovery
- Railing integrated into gunwales, toe-catch rail at deck
- Stern rails designed to secure a long spine board or stokes basket
- One (1) 80-gallon below-deck fuel tank, EPA compliant, w/fuel water separator
- Teleflex Sea-Star hydraulic steering
- Trim tabs and mounting brackets (electric cylinder or Zipwakes)
- Six (6) HD 10" welded mooring cleats. (Three per side)
- Removeable tow post/bollard, aft
- Swim decks, P&S with 3 single step reboarding ladder, and handrails

3-SIDED CABIN / CENTER CONSOLE WITH ALUMINUM TOP INCLUDED

- Partially enclosed center console helm station with aluminum hardtop
- 3 pieces, ¼" (6mm) tempered glass windshield, Port & Starboard side windows
- Large watertight storage locker in front of console, with electrical/fuse access
- Forward console seat with storage, cushions included on base and backrest
- Dash layout with ample space for two (2) 12" display screens, + gauges & equipment
- Navigation lights, 8-gang weathertight switch panel, horn, bilge pumps and highwater alarms
- 12V socket & USB outlets, open glovebox, (2) cupholders, and raised lip to contain small objects
- Windshield wiper, headliner with overhead red/white LED lighting
- Overhead mounting pod for radios, and other electronics, with storage pocket
- Double-wide helm chair with slider, seat with storage lockers below
- Ample standing room at helm, integrated footrest in console
- Multiple handrails around console & perimeter of top

EMERGENCY LIGHTING AND SIREN INCLUDED

- Whelen Mini Liberty II light Bar (red or red/blue combo, TBD)
- Whelen Waterproof Siren
- Whelen Waterproof Control Head Bail Mount
- Whelen 100-Watt Speaker

TRAILER INCLUDED

- Aluminum Tandem-axle bunk trailer, tongue jack, 2" coupler, rubber-mounted lighting, safety chains with snap hooks, spare tire.

OPTIONAL BOAT FEATURES

- Heavy-duty double pipe motor guard/engine crash rail
- Ice & grounding package, additional bow plating on hull
- LED Flood lights on roof, emergency lights as required
- Remote controlled Go-Light or equivalent roof-mounted search lights
- Radar, GPS, and transducers / Radio's, loud hailer as required
- Six (6) Red LED deck lighting, under gunwales for night ops
- Two (2) LED bow docking lights, for low-light conditions
- Marine Fusion stereo system, & optional add-ons
- 300HP Outboard (Maximum Horsepower, Customer Choice)

BOAT SPEC'S - AS TESTED

Length	21'-4" Hull (22'-10" LOA with rubber and swim deck)
Beam	92" Hull (8'-2" with D-rubber included)
Deadrise	15 deg @transom, 20 deg @mid, 35 deg @bow
Weight	3,640 LBS Dry (4,405 LBS as tested w/ motor, batt, fuel)
Draft	19" as tested @4,405 LBS
Power	Yamaha F250XCB (25"shaft)

PROPOSED PAYMENT TERMS

- 20% Deposit
- 30% on start of fabrication
- 30% on receiving and proof of delivery of propulsion
- 20% on Completion and factory acceptance prior to shipping

Manufacturer's Warranty: aluminum hull warrantied for 10 (ten) years to cover hull construction defects and/or hull material defects, if any

Mike Johnson – Chief Deputy
Sarah White – Chief Administrative Officer
Travis Baxley – Task Force Commander
Tim Scott – Lt. Northern District
Jim Lahti – Lt. Southern District



Dennis Newman – Undersheriff
Ray Fulton – Detention Commander
Jared Osborn – Lieutenant
Vi Worthey – Lieutenant
Cindy Roberts – Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

Sole Source letter for the purchase of a Law Enforcement boat paid for with
an Arizona Game and Fish Grant

To: Finance Director Maryn Belling

This letter is to confirm that the 21' 2024 Stanley Aluminum fully up-fitted center console Law Enforcement boat with a single Yamaha F250 motor is a sole source product. This is the only boat meeting the Sheriff's office build specifications, required delivery time, and available grant funding.

Background information:

On October 18, 2022, the Gila County Sheriff's Office electronically sent a letter requesting assistance from the Arizona Game and Fish Department to purchase a 23' Ranger Bay patrol boat equipped with a Mercury 250 Pro, associated police package, and trailer. The Arizona Game and Fish Department sent the Collection Agreement to the Gila County Sheriff's Office on April 10, 2023, approving the funds in the amount of \$92,000. On June 6, 2023, The Board of Supervisors the Collection Agreement between Arizona Game & Fish and the Gila County Sheriff's Office in the amount of \$92,000 for the purchase of a 23' Ranger Bay patrol boat equipped with a Mercury 250 Pro, associated police package, and trailer.

The Gila County Sheriff's Office went to the original vendor who provided the original quote, the price had increased to \$98,000 (Plus 9.9% tax) and would not make our deadline of June 30, 2024. The Sheriff's Office obtained 3 additional quotes that were higher and could not meet the delivery date.

Arizona Game and Fish gave written approval for the change in boat manufacturer and Metalcraft Marine US, Inc. can provide a comparable boat in the amount of \$95,000 plus tax. The boat is available immediately for pick up and will meet our June 30, 2024.

As of the time this letter was prepared Gila County Sheriff's Office has been unable to locate any other vendor who can provide a similarly up-fitted Law Enforcement boat, meet the required delivery date, and meet or beat the cost of the listed boat.

*#

ARF-8614

Regular Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 04/02/2024

Submitted For: James Menlove, County Manager/Clerk of the Board

Submitted By: Maryn Belling, Finance Director

Department: Finance

Information

Request/Subject

Establish employee contribution rates for employee and family coverage for Fiscal Year 2025 for Arizona Local Government Employee Benefit Trust (AZLGEBT) plans.

Background Information

Gila County joined the AZLGEBT on July 1, 1999. The AZLGEBT provides medical, prescription, dental, vision, disability, and life insurance coverage, as well as a wellness program for eligible Gila County employees and dependents. Over the past 25 years, there have been various changes and modifications to the plan and to the County's responsibility for administering the plan. Changes in federal law along with increasing costs associated with changes in the industry, limited options in rural Arizona, and specialty medications will continue to add layers of complexity to the administration of our self-insured trust.

In FY 2015, the AZLGEBT added a High Deductible Health Plan (HDHP), Health Savings Accounts (HSAs), and a buy-up dental plan. In FY 2016, AZLGEBT added a Flexible Spending Account (FSA) option to the plan. In FY 22, there was a 2% increase in premiums. In FY 23, there was a 6% increase in premiums. In FY24 there was a 10.71% increase to premiums.

For FY 2024, there was 2.5% increase to premiums, which resulted in a \$1.75 per month increase in single coverage premiums for employees and a \$10.01 per month increase for family coverage premiums for employees. There were no increases in medical deductibles or co-pays.

Evaluation

For FY 2025, there is a 2.5% increase in premiums and administration for all member counties in the AZLGEBT.

Once again, open enrollment for the AZLGEBT plan will take place May 1, 2024, through May 31, 2024. It will be an ACTIVE ENROLLMENT using a new online portal called "Plan Source."

Employees who wish to continue their benefits selections or add other options will be able to make those changes during open enrollment. Enrollers from the Benefit Trust will provide education sessions, digital access to the platforms, and direct client support to Gila County's employees during this ACTIVE ENROLLMENT period.

A flyer will be going out to employees and offices with more information. In addition, the Human Resources (HR) Department will be providing information to all benefit-eligible employees about open enrollment.

Conclusion

Currently, the County subsidizes the premium costs at 90% for single coverage and 76% for family coverage, for FY24 which includes the HRA subsidy.

For FY 2025, staff proposes continuing to subsidize the premium costs at 90% for single coverage and 76% for family coverage.

**** Premium Reduction -** As a reminder, AZLGEBT no longer ties premium reductions solely to Health Risk Assessment participation.

The "Employee Pays" Portion of premium reflects the \$20 per month premium reduction eligibility for Employees registered in the Vitality Wellness Tracker program with Silver status as of 5/31/2024. There are a variety of ways to reach Silver status This information was shared with Employees at the outset of FY24 to ensure ample opportunity to successfully participate in the program.

Recommendation

Staff recommends the following for FY 2025:

- Medical rates will increase by \$1.75 for a total for combined medical, vision, and dental coverage of \$76.03 per month for employee-only coverage, and increase \$10.01 for a total combined medical, vision and dental coverage of \$432.42 per month for family coverage.
- Establish the Gila County base contribution rates for the HSA

system (minimum per-employee per-month) at \$55 per month for single coverage and \$110 per month for family coverage.

Suggested Motion

Information/Discussion/Action regarding premium rates in the Arizona Local Government Employee Benefit Trust for Gila County's employee insurance and benefit plans to be effective July 1, 2024, as follows: Adopt Schedule A - Employee Insurance Contributions FY 2025 attached to this agenda item. **(Maryn Belling)**

Attachments

Schedule A Employee Insurance Contributions FY2025

Premium Computation

Health Insurance Benefits (2024-25 Plan Year)

Single Coverage					
Benefit	Total Premium	County Pays*	Employee Pays**	Total	Percentage County Pays
Medical/Rx(PPO)	\$ 720.16	\$ 648.14	\$ 72.02	\$ 720.16	90%
Medical/Rx(HDHP)	\$ 662.96	\$ 596.66	\$ 66.30	\$ 662.96	90%
County H S A Contribution		\$ 55.00			
Dental (PPO)	\$ 31.16	\$ 28.04	\$ 3.12	\$ 31.16	90%
Dental (Open Net)	\$ 34.44	\$ 31.00	\$ 3.44	\$ 34.44	90%
Vision	\$ 8.96	\$ 8.06	\$ 0.90	\$ 8.96	90%
Short Term Disability	\$ 4.42	\$ 4.42	\$ -	\$ 4.42	100%
Life	\$ 2.94	\$ 2.94	\$ -	\$ 2.94	100%

Family Coverage					
Benefit	Total Premium	County Pays*	Employee Pays**	Total	Percentage County Pays
Medical/Rx(PPO)	\$1,708.60	\$ 1,298.54	\$ 410.06	\$ 1,708.60	76%
Medical/Rx(HDHP)	\$1,594.32	\$ 1,211.68	\$ 382.64	\$ 1,594.32	76%
County H S A Contribution		\$ 110.00			
Dental (PPO)	\$ 72.32	\$ 54.96	\$ 17.36	\$ 72.32	76%
Dental (Open Net)	\$ 80.60	\$ 61.26	\$ 19.34	\$ 80.60	76%
Vision	\$ 20.82	\$ 15.82	\$ 5.00	\$ 20.82	76%
Short Term Disability	\$ 4.42	\$ 4.42	\$ -	\$ 4.42	100%
Life	\$ 2.94	\$ 2.94	\$ -	\$ 2.94	100%

Comparison FY22, FY23, and FY24 Cost to Employees							
	FY23 Monthly	FY23 Paycheck	FY24 Monthly	FY24 Paycheck	FY25 Monthly	FY25 Paycheck	FY25 - FY24 Difference
Single PPO: Achieved Vitality Silver status + Vision & PPO Dental	\$ 67.00	\$ 33.50	\$ 74.28	\$ 37.14	\$ 76.03	\$ 38.01	\$ 0.87
Family PPO: Achieved Vitality Silver status + Vision & PPO Dental	\$ 382.00	\$ 191.00	\$ 422.41	\$ 211.21	\$ 432.42	\$ 216.21	\$ 5.00
Total monthly cost of Single Coverage + PPO Dental + Vision = \$ 760.28 Employee Portion equals 10% of total Cost							
Total monthly cost of Family Coverage + PPO Dental + Vision = \$ 1,801.74 Employee Portion equals 24% of total cost							

* H S A Contributions - The Benefit Trust requires the county to pay

\$55 per month per Single Coverage employee enrolled in the HDHP with H S A.

\$110 per month per Family Coverage employee enrolled in the HDHP with H S A

** Premium Reduction - As a reminder, AZLGEBT no longer ties premium reductions solely to Health Risk Assessment participation.

The "Employee Pays" Portion of premium reflects the \$20 per month premium reduction eligibility for Employees registered in the Vitality Wellness Tracker program with Silver status as of 5/31/2024. There are a variety of ways to reach Silver status. This information was shared with Employees at the outset of FY24 to ensure ample opportunity to successfully participate in the program.

Gila

PPO				
	Premium Amount	Employer Subsidy	Employee Subsidy	Total
Employee	\$720.16	\$648.14	\$72.02	\$720.16
Employee + Family	\$1,708.60	\$1,298.54	\$410.06	\$1,708.60

HDHP					
	Premium Amount	Employer Subsidy	Employee Subsidy	Total	HSA Contribution
Employee	\$662.96	\$596.66	\$66.30	\$662.96	\$55.00
Employee + Family	\$1,594.32	\$1,211.68	\$382.64	\$1,594.32	\$110.00

Dental - PPO				
	Premium Amount	Employer Subsidy	Employee Subsidy	Total
Employee	\$31.16	\$28.04	\$3.12	\$31.16
Employee + Family	\$72.32	\$54.96	\$17.36	\$72.32

Dental - Buy Up Plan				
	Premium Amount	Employer Subsidy	Employee Subsidy	Total
Employee	\$34.44	\$31.00	\$3.44	\$34.44
Employee + Family	\$80.60	\$61.26	\$19.34	\$80.60

Vision				
	Premium Amount	Employer Subsidy	Employee Subsidy	Total
Employee	\$8.96	\$8.06	\$0.90	\$8.96
Employee + Family	\$20.82	\$15.82	\$5.00	\$20.82

Short Term Disability				
	Premium Amount	Employer Subsidy	Employee Subsidy	Total
Employee	\$4.42	\$4.42	\$0.00	\$4.42

Basic Life/Dependent Life				
	Premium Amount	Employer Subsidy	Employee Subsidy	Total
Employee	\$2.94	\$2.94	\$0.00	\$2.94
Dependent	\$1.00		\$1.00	\$1.00

Additional Information

Number of Payroll Deductions	24
New Hire Waiting Period	First day of month following 30 days of Hire
Eligible Hours	30

ARF-8613

Regular Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 04/02/2024

Submitted For: James Menlove, County Manager/Clerk of the Board

Submitted By: Sherry Grice, Management Associate

Department: County Manager

Information

Request/Subject

Adoption of Proclamation No. 2024-01 Proclaiming April 2024 as National County Government Month in Gila County.

Background Information

Since 1991, the National Association of Counties has encouraged counties to actively promote the services and programs they offer. National County Government Month (NCGM), held each April, is an annual celebration of county government. Since 1991, the National Association of Counties (NACo) has encouraged counties to actively promote county roles and responsibilities in serving residents. Counties can schedule activities at any time during the month. NCGM is an excellent opportunity for your county to highlight effective or innovative county programs and raise public awareness of services provided to the community. This year's NCGM theme is consistent with NACo President Mary Jo McGuire's focus for the year, ForwardTogether. ForwardTogether is about connecting, inspiring and leading – pillars of county government that build trust and drive towards solutions. Counties are encouraged to reflect on this theme as they choose how to celebrate NCGM. In particular, consider how NCGM is so intrinsically connected to the responsibility of county leaders to inspire our residents to take an interest in and engage with their communities and how it presents an opportunity to lead in new and growing ways.

Evaluation

Each year the Board of Supervisors adopts a proclamation proclaiming the month of April as National County Government Month in Gila County and focuses on educating our citizens on the importance of county government. Residents deserve to know about the many ways our work touches their lives, and the broader framework of intergovernmental partnership wherein we county leaders deploy local, state, and federal programs on the ground.

Conclusion

It is appropriate to place this issue before the Board of Supervisors at this time to adopt Proclamation No. 2024-01 to proclaim April 2024 as National County Government Month in Gila County.

Recommendation

It is recommended that the Board of Supervisors adopt Proclamation No. 2024-01 to proclaim April 2024 as National County Government Month in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2024-01 proclaiming April 2024 as National County Government Month in Gila County with this year's theme of "ForwardTogether" to showcase how the County achieves healthy, safe, and vibrant communities. **(James Menlove)**

Attachments

NCGM Proclamation No. 2024-01

NCGM Press Release 2024



PROCLAMATION NO. 2024-01

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROCLAIMING THE MONTH OF APRIL 2024, AS NATIONAL COUNTY GOVERNMENT MONTH IN GILA COUNTY WITH THIS YEAR'S THEME OF "FORWARDTOGETHER."

WHEREAS, the nation's 3,069 counties serving more than 330 million Americans provide essential services to create healthy, safe, and vibrant communities; and

WHEREAS, counties fulfill a vast range of responsibilities and deliver services that touch nearly every aspect of our residents' lives; and

WHEREAS, Gila County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, under the leadership of National Association of Counties President Mary Jo McGuire, NACo is highlighting county leadership through the lens ForwardTogether, celebrating the role of county governments in connecting, inspiring, and leading as intergovernmental partners; and

WHEREAS, that role includes a responsibility to inspire county residents to engage with their communities, and to lead by highlighting our strength as intergovernmental partners; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs, and services; and

NOW, THEREFORE, BE IT RESOLVED THAT WE, the Gila County Board of Supervisors, hereby proclaim the month of April 2024 as National County Government Month.

PASSED and ADOPTED this 2nd day of April 2024.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

James Menlove, Clerk of the Board

Steven Christensen, Chairman

FOR IMMEDIATE RELEASE



CONTACT: Paul Wolterbeek
(928) 402-4329
pwolterbeek@gilacountyaz.gov

Gila County to Celebrate National County Government Month

Leaders to highlight county innovations in public health and safety, justice, other county programs

Gila County, AZ (April 2, 2024) — Gila County will celebrate National County Government Month (NCGM) during the month of April to showcase how the county achieves healthy, safe, and vibrant communities.

The theme for this year's celebration of NCGM is “**Forward**Together,” inspired by the signature focus of National Association of Counties (NACo) President Mary Jo McGuire. The theme highlights the powerful role of county governments as intergovernmental partners that:

- **Connect**, building bridges to advance excellence and networks in county government.
- **Inspire**, driving community engagement and residents’ trust in county government, and
- **Lead**, spearheading local, state, federal and tribal intergovernmental partnerships, and common-sense policy solutions.

“Gila County is proud of the programs and services we provide to our residents,” said Board Chairman Steve Christensen. “This month we celebrate the ways our government connects, inspires, and leads every day – within our community and in collaboration with our state and federal partners. I encourage all county residents to participate in National County Government Month outreach events to learn about the important role of county government.”

Since 1991, NACo has encouraged counties across the country to raise public awareness about county roles and responsibilities during the month of April.

###

ARF-8632**Regular Agenda Item 4. G.****Regular BOS Meeting**

Meeting Date: 04/02/2024

Submitted For: Carl Melford, Emergency Management Program Manager

Submitted By: Stephanie Chaidez, Contracts Administrator

Department: Health & Emergency Management

Division: Emergency Management

Fiscal Year: FY2024 & FY2025

Budgeted?: Yes

Contract Dates 06-01-2024 to 06-30-2025

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Authorization to Advertise Request for Proposals No. 030324 -
Multi-Jurisdictional Hazard Mitigation Plan.

Background Information

The 2019 Multi-Jurisdictional Hazard Mitigation Plan was developed through multi-jurisdictional response partners to ensure that all community preparedness and response recommendations were met. The Multi-Jurisdictional Hazard Mitigation Plan ensures compliance with the Disaster Mitigation Act of 2000 that establishes requirements for local governments to meet eligibility requirements to receive federal funding for both pre-disaster and post-disaster mitigation project funding, a local government must have a FEMA approved Local Hazard Mitigation Plan written in accordance with Section 322 of the Act.

To maintain eligibility for the Federal Emergency Management Agency (FEMA) grants under the Hazard Mitigation Assistance program (HMA), the governing board for each participating jurisdiction is required to adopt this Multi-Jurisdictional Hazard Mitigation Plan by adopting a resolution. The resolutions from each participating jurisdiction (listed above) are attached for review.

Evaluation

This Plan is designed to help jurisdictions identify specific actions to reduce loss of life and property. It is not intended to help jurisdictions establish procedures to respond to disasters or replace an existing Emergency Operations Plan. The goal of hazard mitigation is to decrease the need for response as opposed to outlining a plan for responding to a disaster. Natural disasters cannot be

prevented from occurring; however, it is the intent of the Multi-Jurisdictional Hazard Mitigation Plan to steadily lessen the impacts associated with future hazard events. This Plan presents comprehensive approaches to mitigation hazards that cross jurisdictional boundaries. It also includes appendices containing a detailed description of each jurisdiction (e.g., its history, economy, demographics, etc.), specific hazard information, and proposed mitigation strategies for implementation.

Conclusion

It is the intent of this solicitation to secure consultation services for the development of the 2024 Multi-Jurisdictional Hazard Mitigation Plan. The selected vendor will facilitate planning meetings with Gila County and all of its jurisdictional partners to gather valuable and relevant information and use the gathered information to develop the 2024 Multi-Jurisdictional Hazard mitigation Plan. The selected vendor will also see that the plans receives approval from the Arizona Department of Emergency and Military Affairs (DEMA) Emergency Management Division and the Federal Emergency Management Agency.

Recommendation

The Gila County Emergency Management Department recommends that the Board of Supervisors approve the advertisement for Request for Proposals No. 030324 - *Multi-Jurisdictional Hazard Mitigation Plan*.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 030324 - *Multi-Jurisdictional Hazard Mitigation Plan*. **(Carl Melford)**

Attachments

Request for Proposal No. 030324 Multi-Jurisdictional Hazard Mitigation Plan

Request to Advertise 030324

GILA COUNTY

REQUEST FOR PROPOSALS (RFP) NO. 030324

MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS

**Stephen Christensen, Chairman
Timothy Humphrey, Vice Chairman
Woody Cline, Member**

COUNTY MANAGER

James Menlove



**GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 030324
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

Notice is hereby given that Gila County is seeking a qualified professional consulting firm specializing in hazard mitigation plans.

SUBMITTAL DUE DATE: 11:00 AM, MST, APRIL 30, 2024

RETURN PROPOSAL TO: GILA COUNTY
FINANCE DEPARTMENT
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

NOTICE IS HEREBY GIVEN, that sealed competitive proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the finance department Copper Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

All proposals shall be made on the request for sealed proposals forms included in this RFP No. 030324 package and shall include all applicable taxes.

Interested bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-8897 or by clicking on the link:

http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file.

Bidders are strongly encouraged to carefully read the entire request for proposal.

Any questions regarding this Request for Proposals shall be submitted in writing and directed to: Stephanie Chaidez, Contracts Administrator, at schaidez@gilacountyaz.gov.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the code is available for review in the Clerk of the Board's office, Globe, AZ.

Dates advertised in the Payson Roundup: **April 9, 2024, and April 16, 2024**

Signed: _____
Stephen Christensen, Chairman of the Board

Date: ____/____/____

Signed: _____
The Gila County Attorney's Office

Date: ____/____/____

TABLE OF CONTENTS

Section 1	Request for Proposals
Section 2	Project Description
Section 3	Scope of Work
	Proposals
	Task 1
	Task 2
	Task 3
	Task 4
	Task 5
	RFP price sheet instructions
Section 4	Statement of Proposals Selection Criteria

INTENT

REQUEST FOR PROPOSALS FOR: **MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

Section 1- Request for Proposals

INTENT:

Gila County is seeking a qualified professional consulting firm for the development of the 2024 Multi-Jurisdictional Hazard Mitigation Plan.

For the purposes of this Request for Proposal, “Contractor” is defined as an individual or an entity who submits a bid.

SCOPE OF WORK:

PROFESSIONAL CONSULTING SERVICES FOR THE DEVELOPMENT OF THE 2024 MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

It is the intent of Gila County to award a contract to a qualified Contractor for the DEVELOPMENT OF THE 2024 MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN.

Section 3 – Scope of Work

Task 1. Project Initiation and Data Collection

1.1 Kick-Off Meetings

1.1a Kick-Off Meeting with jurisdictional partners – Vendor will facilitate a meeting with Gila County Emergency Management to present the purpose of the project and describe the scope and planning tasks. The meeting will formulate a project plan and identify county and municipal resources and stakeholders for subsequent coordination.

1.1b Kick-Off Meeting with stakeholders – Vendor will facilitate a meeting with the county stakeholders (Gila County staff and municipal representatives, which may be later designated as the “Stakeholders”) to lay out a project plan. Municipal resources and stakeholders will be identified during the meeting.

1.2 Local Advisory Committee Meetings – Within four weeks of the kick-off meetings, the vendor will meet with local coordinators to describe the purpose and need for hazard mitigation Plan, the planning process, potential outcomes and mitigation grant opportunities, and the types of information to be gathered. Potential members of these local advisory committees include:

- Chief Elected Officials or their designees
- Emergency Managers
- Members of Local Emergency Planning Commissions (LEPCs)
- Staff from Public Works or Highway Departments, Water Departments, Water Pollution Control etc.
- Building Officials or Staff from Building Departments
- Municipal Engineers
- Fire Chiefs
- Police Chiefs
- Staff from Municipal Planning and Zoning/Land Use Departments
- Staff from neighboring communities
- Local stakeholders from the academic, environmental, and business communities, if applicable.

1.3 Natural Hazard Mitigation Workshops – Vendor and Gila County staff will hold a series of hazard vulnerability and mitigation workshops based on appropriate geography to identify vulnerable areas, locate critical facilities, and discuss the effects and responses to past and recent natural events. Vendor will provide technical information and facilitate the workshops. Two types of workshops are proposed: workshops with the stakeholders and their invited guests, and public workshops. The public workshops will serve as the primary public meetings to review and identify

potential project and receive comments about hazard effects and/or areas that should be included in the planning process.

1.3a Vulnerability and Risk Assessment Workshop for RAC – Vendor will prepare for and facilitate a meeting of the stakeholders and invited guests to discuss the hazard profiles, vulnerability assessment, risk assessment, loss estimates, critical facilities, historic resources, and other components of the planning process aligned with Task 2. The purpose of the workshop will be to obtain input from the stakeholders. A central location will be selected for the workshop.

1.3b Vulnerability and Risk Assessment Workshop for Public – Vendor will prepare for and facilitate a public meeting to discuss the hazard profiles, vulnerability assessment, risk assessment, loss estimates, critical facilities, historic resources, and other components of the planning process aligned with Task 2. The purpose of the workshop will be to obtain input from the public. A central location will be selected for the workshop.

1.3c Mitigation Strategy Workshop for RAC – Vendor will prepare for and facilitate a meeting of the stakeholders and invited guests to discuss mitigation goals, objectives, strategies, and actions aligned with Task 3. Statewide mitigation initiatives will be included. The purpose of the workshop will be to obtain input from the stakeholders. A central location will be selected for the workshop, but different than the location of Task 1.3a.

1.3d Mitigation Strategy Workshop for Public – Vendor will prepare for and facilitate a public meeting to discuss mitigation goals, objectives, strategies, and actions aligned with Task 3. Statewide mitigation initiatives will be included. The purpose of the workshop will be to obtain input from the public. A central location will be selected for the workshop, but different than the location of Task 1.3b. (Virtual and online public outreach surveys are acceptable)

1.3 Data Collection – Vendor will gather available data, mapping, information, and reports from relevant state and federal agencies, utility companies, municipal agencies, available news articles, and non-government organizations. The following is a preliminary list:

- Existing Hazard Mitigation Plans for nearby communities
- Local, Regional, and State plans of conservation and development
- Municipal codes
- Zoning Regulations
- Subdivision Regulations
- Inland Wetlands and Watercourses Regulations
- Other regulations or ordinances that may be related to hazard mitigation
- Building department records
- Emergency Operations Plans (EOPs) and regional EOPs
- Flood Insurance Rate Maps (FIRMs)
- Flood Insurance Studies (FIS)
- Wildfire and post-fire flooding mapping
- Evacuation routes and critical facilities
- American Red Cross sheltering plans
- Public Works complaint logs and files
- Snowplow routing and priorities
- Snow and ice management policies

- Lists of floods, earthquakes, tornadoes, downbursts, hurricanes, tropical storms, nor'easters, hailstorms, blizzards, and other severe events
- National Climate Data Center (NCDC) storm event data from the National Centers for Environmental Information (NCEI)
- Publicly available information regarding losses in the region from the disaster declarations that have occurred since prior plans were adopted A-5
- The Arizona Hazard Mitigation Plan
- The State Water Plan

1.5 Public Outreach and Engagement – Vendor will engage the public through public meetings, a survey, and story map to provide information to the public and solicit input and comments from the public.

1.5a Public Meetings –Vendor will prepare for and lead up public informational meetings in Gila County that will be additional to the two public workshops described in Task 1.3. These public meetings will be tailored to the overall planning phase and scope occurring at the time of the meeting, but they can at a minimum present the history and purpose of hazard mitigation planning, the FEMA mitigation funding programs, and the project scope of work; and be used to receive comments about hazard effects and/or areas that should be included in the planning process. Gila County and the individual communities will be responsible for posting of public notices to their constituents. Public comments will be assembled by the Vendor, and meeting minutes will be appended to the Plan.

1.5b Internet-Based Public Survey – Vendor will prepare, deploy, and maintain a web-based survey to gather comments for the hazard mitigation plan update process. Availability of the survey will be publicized simultaneously with the public meetings of Task 1.3 and 1.5, and through various internet-based news services.

1.5c Story Map - Vendor will prepare a Story Map to augment public engagement tasks listed above and enhance public participation.

1.6 Administration and Reporting – Vendor will provide progress reports and updates to Gila County as needed.

1.6a Administration – Vendor will participate in regularly scheduled calls to discuss project status and any problems, issues, or challenges. The intent of the calls is to maintain the schedule. Vendor will also provide progress reports with invoices.

1.6b Project Updates and Quarterly Reporting – Vendor will contribute narratives to Gila County for quarterly reporting to FEMA and for other purposes that may be required.

1.7 Project Webpage – Vendor will provide content to the project web page. This may include maps, graphics, tables, copies of presentations, links to the survey, etc.

Task 2. Vulnerability and Risk Assessment

2.1 Mapping of Land Use and Zoning – Vendor and Gila County will work with the municipalities to review existing zoning and development trends and develop GIS-based land use and zoning maps. Future potential areas of development will be identified and mapped by

Vendor, including developments under review by local land use commissions and others that have been speculated.

2.2 Historical Summary of Recent Hazard Events – Vendor will summarize recent natural events that have occurred in the region and describe the extent to damage caused and the response to the events.

2.3 Flood Hazard Areas – FEMA-designated floodplains and floodways will be mapped by Vendor. Areas of potential flooding and vulnerable land/structures will be identified/reviewed by Vendor and municipalities. Land use and zoning mapped as part of Task 2.1 will be overlaid onto these layers as well. Drainage basins within the study area will be evaluated via GIS and described in narrative form.

2.4 Historical Flooding - A history of flooding problems will be compiled by Vendor from available information and interviews with municipal staff and others. Known flood-prone areas (referenced relative to streets, neighborhoods, and/or drainage basins) will be identified and described, including areas affected by nuisance flooding and other flood-related issues. Critical and known problem areas will be visually surveyed and photographed by the consultant as part of this effort (and as part of Tasks 1.2 and 1.4 above).

2.5 Facilities and Historic Resources

2.5a Critical Facilities - Critical facilities will be identified, described, and mapped by Vendor (if allowed by local representatives). Critical facilities will include municipal offices; hospitals and medical facilities; designated primary and backup shelters; other places where people may congregate (i.e. schools); facilities that cannot be easily evacuated such as assisted-living homes; power generation, communication, and transmission facilities; and some infrastructure such as roads, wastewater, and water system components. Critical facilities will be counted and assessed values will be tabulated in each hazard risk area as an exposure analysis.

2.5b Historic Resources – Historic resources will be identified, described, and mapped by Vendor using point data available for Gila County. Where point data is available, historic resources will be counted and assessed values will be tabulated in each hazard risk area as an exposure analysis. Where point data is not available, polygons will be used to approximate this information.

2.6 Wildfire History - An inventory of high-risk wildfire areas will be conducted based upon data and information available.

2.7 Vulnerabilities to Flooding - Vendor will describe, evaluate, and map existing structures and infrastructure (including roads) vulnerable to flooding, as well as potential areas of development vulnerable to flooding; and organize structures and properties by type (residential, commercial, etc.) and characteristics (areas, locations). Potential flooding problems from upstream communities, and Repetitive Loss Properties and Severe Repetitive Loss Properties will be tabulated. Future climate impacts will also be evaluated. Buildings, critical facilities, and historic resources will be counted and assessed values will be tabulated in each flood risk area as an exposure analysis. Loss estimates will be prepared for flood-related hazards using the State Hazard Mitigation Plan, Public Assistance (PA) reimbursements, and National Flood Insurance Program (NFIP) statistics for each municipality.

2.8 Existing Capabilities and Mitigation - Vendor will describe existing flood loss reduction and mitigation capabilities, inclusive of all six standards categories (prevention, property protection, structural projects, public education and awareness, natural resource protection, and emergency services). Regulations will be included as well. These measures will be evaluated along with the capabilities and resources to implement such measures. Existing flood management capabilities will be identified. These may include education, Emergency Notification System (ENS)- type warning systems such as ReadyGila Alerts, community notification systems, flood insurance, Community Rating System (CRS) participation, detention/retention, stream channel modifications, bridge and culvert replacement, wet and dry floodproofing, regulation revisions or amendments, structure relocation or elevation, etc. Capabilities related to other hazards will be similarly described.

2.9 Wind Hazards - The wind hazards events (winter storms, summer storms and tornadoes, hurricanes, and tropical storms) and hazard effects will be described. Vulnerabilities will be evaluated based upon historic climatological data, as well as written and verbal documentation of past occurrences and responses to such events. Loss estimates will be prepared for wind-related hazards using the State Hazard Mitigation Plan and Public Assistance (PA) reimbursements. Buildings, critical facilities, and historic resources will be counted and assessed values will be tabulated as an exposure analysis. Similar to flooding, the history, future climate impacts, existing mitigation capabilities, and objectives and actions will be developed.

2.10 Wildfire Hazards - Wildfires and their effects (fire, heat, and smoke) will be described. Vulnerabilities will be evaluated based upon historic records, as well as written and verbal documentation of past occurrences and responses to such events. Potential risks due to capabilities in neighboring communities will be tabulated. Loss estimates will be prepared using the State Hazard Mitigation Plan. Buildings, critical facilities, and historic resources will be counted and assessed values will be tabulated in each risk area as an exposure analysis. History, future climate impacts, existing mitigation measures, and objectives and actions will be developed.

2.11 Earthquake Hazards - Earthquakes and their effects (shaking and liquefaction) will be described. Vulnerabilities will be evaluated based upon historic records, as well as written and verbal documentation of past occurrences and responses to such events. Loss estimates will be prepared using the State Hazard Mitigation Plan. Buildings, critical facilities, and historic resources will be counted and assessed values will be tabulated as an exposure analysis. History, existing mitigation measures, and objectives and actions will be developed.

2.12 Landslide Hazards - Landslides and their effects will be described if applicable to the particular community. Vulnerabilities will be evaluated based upon historic records, as well as written and verbal documentation of past occurrences and responses to such events. Areas of steep and severe slopes will be identified. Loss estimates will be prepared using the State Hazard Mitigation Plan. Buildings, critical facilities, and historic resources will be counted and assessed values will be tabulated as an exposure analysis. History, existing mitigation measures, and objectives and actions will be developed such as regulations to protect steep slopes.

2.13 Hazardous Materials – Hazardous materials shall be addressed due to the high presence of hazardous materials transportation in Gila County.

2.14 Climate Vulnerability Assessment - Vendor will perform a climate vulnerability assessment.

2.15 Tornado Assessment – Tornado risk assessment will be conducted and addressed. Although this item was not addressed in previous plans, recent tornado activity in Gila County has presented a risk that must be addressed.

2.16 HAZUS Wind - The HAZUS-MH model will be run for calculation of hurricane wind event losses and damage estimates for each community. Actual hurricane data and probable wind events will be included.

2.17 HAZUS Earthquakes - The HAZUS-MH model will be run for calculation of earthquake losses and damage estimates. Four potential earthquakes will be modeled based on the four potential scenarios presented in the State Hazard Mitigation Plan.

2.18 Hazard Rankings - The consultant will rank all hazard events and hazard effects using a standardized quantitative system like the methods used for other hazard mitigation plans.

2.19 Project Meeting – Vendor will attend quarterly meetings with the stakeholders to provide updates on the project status. One such meeting is likely to occur as part of the Vulnerability and Risk Assessment (Task 2).

Task 3. Mitigation Strategies and Plan Development

3.1 Progress and Strategies

3.1a Document Progress of Prior Actions – Progress toward previous mitigation actions will be described. Prior actions will be removed, de-listed due to completion, migrated to the capability narratives, or carried forward as needed.

3.1b Formulate Strategies and Actions - Under this phase of work, mitigation strategies and actions will be developed for each hazard and area of vulnerability identified under Task 2. The anticipated effectiveness of such measures will be provided and recommendations for future evaluation, assessment, and action will be offered. Strategies to be evaluated will be grouped into the categories: prevention, protection of property, protection of natural resources, emergency services, structural projects, and public information/education efforts. Statewide mitigation initiatives such as historic resource resiliency, spills at small businesses, use of low impact development in rural towns, and green infrastructure will be screened and included as appropriate. All mitigation actions will be assigned to fiscal year or calendar year timeframes over the lifespan (look-ahead) of the hazard mitigation plan update.

3.2 STAPLEE and Basic BCA - Although formal benefit-cost analysis (BCA) will not be completed for each mitigation action proposed, Vendor will utilize its experience with FEMA's BCA toolkit and process to estimate the likelihood of a project being cost-effective with regards to a formal BCA. Cost effectiveness will be incorporated into the STAPLEE analysis.

3.3 Ranking of Actions - The consultant will then rank recommendations using STAPLEE in combination with the likelihood of qualifying for federal funding. Recommendations that could be easily fit into the three mitigation funding programs (HMGP, PDM, and FMA) will be noted and those that are most easily processed for funding applications will be additionally tagged for ease of Hazard Mitigation Plan use. Staff from each municipality will provide input to this task.

Funding sources will be identified for those actions that do not fit into the mitigation funding programs.

3.4 Produce Draft Plan - The methods, analysis, and mitigation strategies and actions from previous tasks will be assembled into multi-jurisdiction plan organized as follows (alternate organizational structures are permissible and can be worked out with Gila County and the planning team):

- ☐ Introduction (Purpose, Authority, Description of Funding Programs, Scope, Documentation of Planning Process, and Identification of Hazards)
- ☐ Community Profiles (Geographical, Historical, Cultural, Development Trend)
- ☐ Climate Trends and Climate Vulnerability Assessment
- ☐ Critical Facilities, Historic Resources, and Other Areas of Concern A-10
- ☐ Flooding (Setting; Hazard Assessment; Historic Record; Future Climate Impact; and Potential Mitigation Strategies and Actions)
- ☐ Hurricanes and Tropical Storms (Setting; Hazard Assessment; Historic Record; Future Climate Impact; and Potential Mitigation Strategies and Actions)
- ☐ Summer Storms and Tornados (Setting; Hazard Assessment; Historic Record; Future Climate Impact; and Potential Mitigation Strategies and Actions)
- ☐ Winter Storms (Setting; Hazard Assessment; Historic Record; Future Climate Impact; and Potential Mitigation Strategies and Actions)
- ☐ Earthquakes (Setting; Hazard Assessment; Historic Record; and Potential Mitigation Strategies and Actions)
- ☐ Dams (Setting; Hazard Assessment; Historic Record; and Potential Mitigation Strategies and Actions)
- ☐ Wildfires (Setting; Hazard Assessment; Historic Record; Future Climate Impact; and Potential Mitigation Strategies and Actions)
- ☐ Landslides (Setting; Hazard Assessment; Historic Record; and Potential Mitigation Strategies and Actions)
- ☐ Sinkhole Hazards (Setting; Hazard Assessment; Historic Record; and Potential Mitigation Strategies and Actions)
- ☐ Proposed Mitigation Strategies and Actions
 - By Municipality
 - For the Region
- ☐ Implementation Table and Schedule (Proponent Agency or Department, Priority Mitigation Strategies, Monitoring, Evaluating and Updating the Plan, Plan for Continued Public Involvement)
 - Review of Gila County Programs that Support Mitigation
 - Regional Prioritization
- ☐ Technical and Financial Resources
- ☐ Appendices including Documentation of the planning process (meeting minutes, public meeting announcements, copies of power point presentations, etc.), FEMA plan maintenance worksheets, HAZUS-MH documentation, and Records of Adoption.

3.5 Draft Plan Review - Vendor will provide electronic copies (via email or ftp site) to the RAC members and identified representative of each of Gila County's member municipalities for review by staff and other interested parties as described above. The local Hazard Mitigation Planning Team representative will be responsible for coordinating local review, collecting staff comments, and submitting the comments to Vendor.

3.6 Draft Plan Meeting – As noted in Task 2.19, Vendor will attend quarterly meetings with the planning team to provide updates on the project status. One such meeting is included as part of the plan review. Comments will be described, and remaining conflicts will be addressed.

3.7 Final Draft Plan - Upon receipt of comments, the draft plan will be revised per each municipality's input and a "final draft plan" will be produced. The final draft plan will be posted to the applicable municipal websites and the Gila County website to allow for public comments, including any additional comments by the local review team. Gila County and the local communities will be responsible for public notification of the availability of the plan.

3.8 Public Discussion – Public comments will be sent to the municipal contact person in each of the municipalities in written or electronic format and then forwarded to vendor for processing and documentation.

3.9 Final Draft for Arizona Department of Emergency and Military Affairs (DEMA) Emergency Management Division Review – Vendor will incorporate applicable edits and additions to the document based on public comments. At this point, the hazard mitigation plan will be considered a "final draft" for State review.

Task 4. DEMA and FEMA Review and Approval

4.1 DEMA Review - One electronic (PDF) copy of the final draft plan will be submitted to DEMA for review. Vendor will fill out the Local Plan Review Tool (which is used for single and multi-jurisdiction hazard mitigation plans) and provide it to DEMA for its use.

4.2 Incorporate Comments/Edits - Upon receipt of comments from DEMA (if any), the final draft plan will be revised (if necessary) and sent back to DEMA to forward to FEMA. The Local Plan Review Tool will be revised if needed and included with the plan.

4.3 FEMA Review – DEMA will provide a PDF of the plan to FEMA as noted above. Upon receipt of comments from FEMA (if any), the final draft plan will be revised (if necessary) and sent back to DEMA to forward to FEMA.

4.4 Conditional Approval - Vendor will secure the "Approval Pending Adoption" (APA) from FEMA. At this time, the plan will be ready for adoption by each legislative body of the respective municipality.

4.5 Local Adoptions - Vendor and Gila County will attend one public hearing in each municipality to adopt the plan. The local meetings will likely be Board of Supervisors, Town Council, City Council, or equivalent. During these meetings, Vendor and Gila County will briefly present the planning process and explain the need for adopting and maintaining the plan. Signed resolutions will be provided by the municipal clerks to Gila County who will forward to Vendor.

4.6 Final Approval – Vendor will insert copies of the signed resolutions into the plan document and provide it to DEMA for FEMA. Vendor will secure final approval letters from FEMA.

4.7 Hard Copies of Plan - Upon municipal approval, three hard copies of the plan will be provided to each respective municipality for in-house filing, as well as an electronic copy of the final plan (included with each plan on CD or thumb drive).

INFORMATION REQUESTS

All requests for additional information shall be put in writing and directed to: Stephanie Chaidez, Contracts Manager, at schaidez@gilacountyaz.gov.

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

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

Addendum

Any addendum issued as a result of any change in this request for sealed proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the bidder checklist & addenda acknowledgment form, page 29.
2. Copies of all addenda must be attached to the submittal.

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

Inquiries

Any questions related to this request for proposal must be directed to those whose names appear on the notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor(s) must not place the request for proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official request for proposal due date and time. **Questions received after 3:00 P.M., Tuesday, April 23, 2024, will not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Proposals

Any proposal received later than the date and time specified on the notice for sealed proposal will be returned unopened. Late proposals shall not be considered. Any Contractor submitting a late proposal shall be so notified.

Submittal Proposal Format:

It is required that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both of the proposals and all forms shall be submitted. The county will not be liable for any cost incident to the preparation of proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. **Spiral bound proposals** are not permitted. Failure to include all required documents, **all with original signatures**, may invalidate the bid.

1. By signature in the offer section of the offer and acceptance page, Contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, county, city, town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of proposals.

3. The county is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Two (2) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN", Proposal No., "030324", Date "APRIL 30, 2024", and time "11:00 AM" of proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound proposals are not permitted.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interests of, and most advantageous to the County of Gila.
 - a. Notwithstanding any other provisions of the RFP, the county reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all proposals; or portions thereof; or
 3. Reissue a request for proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the county contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior proposal for furnishing and installing materials similar in nature or providing similar services.
4. All submitted forms provided in this request for proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose proposals are most advantageous to the county may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the county, within ten (10) days after the date of the notice of intent to award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a timely proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

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

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, its agents, subcontractors, or representatives, awarded this or any portion of this contract by the county, i.e. by submitting proposals to this solicitation requiring sealed proposals, it does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on all forms contained on pages 21 through 30.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the request for proposal issued by the county and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Board of Supervisors. 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 Gila County in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the county procurement code. Any such action is subject to the legal and contractual remedies available to the county inclusive, but not limited to, contract cancellation, suspension and debarment of the Contractor.

Contract Amendments

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

Contract Default

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

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

The county, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to the Contractor. The county at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the county shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the county before the effective date of termination.

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

1. In the opinion of the county, the Contractor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the county, the Contractor attempts to impose on the county material products, or workmanship, for services which are of unacceptable quality.
3. Contractor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the county, the Contractor fails to make progress in the performance of the requirements of the contract or give the county a positive indication that Contractor will perform to the requirements of the contract.

Each payment obligation of the county created hereby is conditioned upon the availability of county, state and federal funds, which are appropriated or allocated for the payment of such an obligation.

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

Indemnification Clause

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

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Finance Department to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the request. If rejected, the purchasing department shall give written notice to the bidder submitting this request.

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 do not limit the indemnity covenants contained in this contract. The county does not warrant 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 may 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
-----------------------------	-------------

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 does not warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the county with certificates of insurance (ACORD form or equivalent approved by the county) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The county project and 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 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.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this invitation for proposals to enter into a contract with a qualified Contractor to provide PROFESSIONAL CONSULTING SERVICES SPECIALIZING IN MUTI-JURISDICTIONAL HAZARD MITIGATION PLAN for Gila County.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

- 1.1 All proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the proposal specifications.
- 1.2 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of county needs and in no event shall the county be obligated to purchase the exact quantities of any item set forth in the proposal. The county does not guarantee any maximum or minimum amounts of purchase.
- 1.3 Contractor shall review its proposal submission to assure the following requirements are met.
 - 1.3.1 **One (1) original and one (1) copy, total of two (2), all with original signatures,** shall be submitted at time of bid opening.
 - 1.3.2 Qualification and Certification Form (page 23-24)
 - 1.3.3 Price Sheet (page 25)
 - 1.3.4 References List (page 26)
 - 1.3.5 No Collusion Certification (page 27)
 - 1.3.6 Certification of Debarment (page 28)
 - 1.3.7 Intentions Concerning Subcontracting (page 29)
 - 1.3.8 Legal Arizona Workers Act Compliance (page 30)
 - 1.3.9 Israel Boycott Certification (page 31)
 - 1.3.10 Certification of no Forced Labor (page 32)
 - 1.3.11 Checklist & Addenda Acknowledgment (page 33)
 - 1.3.12 Offer Page (page 34)
 - 1.3.13 Acceptance of Offer (page 35)

SECTION 2.0

Proposal Pricing & Term

- 2.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.
- 2.2 Term: All aspects of the contract deliverables must be completed by June 30, 2025.

SECTION 3.0

3.1 Evaluation of Proposal and Negotiations

The finance director may appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Request for Proposals. The board of supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Request for Proposals.

For the purpose of conducting negotiations, the county shall determine what proposals are susceptible for being selected for award. A determination that a proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the county files. If it is determined a proposal is not reasonably susceptible of being selected for award, the Contractor shall be notified and shall not be afforded an opportunity to modify its proposal.

3.2 Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting negotiations. Disclosure of a contractors' price or any information derived from competing proposal prices or any information derived from competing proposals is prohibited.
- - a. Any response to a request for clarification of a proposal shall be in writing.
 - b. Gila County shall keep a record of all negotiations.
- For the purposes of conducting negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
 - a. Concurrent Negotiations: Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and or contract award.
 - b. Exclusive Negotiations: A determination may be made by the director to enter into exclusive negotiations with the responsible Contractor whose proposal is determined in the selection process to be most advantageous to the county.
- Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations.
 - a. A determination to conduct exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Contractor.
 - b. If exclusive negotiations are conducted and an agreement is not reached, the county may enter into exclusive negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Proposals and Certification

Purpose

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

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

Contract Number 030324 MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

The applicant submitting this proposal warrants the following:

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

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this contract.
5. Contractor must also provide at least the following information:
 - a. A brief history of the Contractor.
 - b. A cost proposal shall be submitted on the price sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the scope of services described herein; shall be submitted on the reference list, attached hereon and made a full part of this contract by this reference.
 - d. List the specific Proposals the Contractor has in supplying the specified services.
 - e. Gila County reserves the right to request additional information.

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** _____
(If Applicable)

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

7. **Current Contractor Business Arizona License Number:** _____
(If Applicable)

Signature of Authorized Representative

Printed Name

Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 030324 MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN.

Contractor Name: _____

Phone No.: _____

COSTS	
Annual Rate <i>(Contractor shall be paid per monthly expenditure report. Monthly expenditure report shall be submitted to Gila County by the 15th of the following month)</i>	\$ _____
TOTAL COST	\$ _____

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

Signature of Authorized Representative

Printed Name

Title

REFERENCE LIST

These references are required to enable the evaluation team to assess the Proposals of the Contractor under consideration for final award.

References

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

1. **Company:** _____
Contact: _____
Phone: _____
Address: _____
Job Description: _____

2. **Company:** _____
Contact: _____
Phone: _____
Address: _____
Job Description: _____

3. **Company:** _____
Contact: _____
Phone: _____
Address: _____
Job Description: _____

Name of Business

Signature of Authorized Representative

Title

**CERTIFICATION 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.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

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

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 030324 MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the proposal. The list must include the subcontractors name, address, phone number, and Arizona Registrar of Contractors License Number. List must be provided in a sealed envelope marked "List of Subcontractors".

- ☐ **YES**, it is my intention to subcontract a portion of the work.
- ☐ **NO**, it is not my intention to subcontract a portion of the work.

Signature of Authorized Representative

Printed Name

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the state and federal immigration laws.

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

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

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

Signature of Authorized Representative

Printed Name

Title

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 defined 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.

Date: _____

Signature of Authorized Representative

Printed Name

Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

Certification of No Forced Labor:

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date: _____

Vendor _____

Signature of Authorized Representative

Printed Name

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this RFP. If Contractor fails to complete and execute any portion of the bid documents, all with original signatures, the RFP may be determined to be non-responsive and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM
PRICE SHEET
REFERENCE LIST
NO COLLUSION FORM
INTENTIONS IN SUBCONTRACTING
LEGAL ARIZONA WORKERS ACT COMPLIANCE
ISRAEL BOYCOT CERTIFICATION
Certification of no Forced Labor
CHECKLIST & ADDENDA ACKNOWLEDGMENT
OFFER PAGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2024

Contractor:

By:

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 030324 MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, April 30, 2024, by 11:00AM.

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 030324 MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

Contractor Submitting Proposal:

Company Name

Address

City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax _____

Email: _____

Signature of Authorized Person to Sign

Printed Name

Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in RFP No.: 030324, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as Contract No. 030324. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2024.

GILA COUNTY BOARD OF SUPERVISORS:

Steve Christensen, Chairman, Board of Supervisors

ATTEST:

James Menlove, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

The Gila County Attorney's Office

ARF-8636

Regular Agenda Item 4. H.

Regular BOS Meeting

Meeting Date: 04/02/2024

Submitted For: Michael O'Driscoll, Assistant County Manager

Submitted By: Michael O'Driscoll, Assistant County Manager

Department: Assistant County Manager

Fiscal Year: 2024 - 2025 Budgeted?: No

Contract Dates July 1, 2024 - June Grant?: No

Begin & End: 30, 2025

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Adoption of Policy No. BOS-HRS-018 - *Employee Tuition Reimbursement Policy*.

Background Information

The purpose of the Employee Tuition Reimbursement Policy (ETRP) is to: (1) encourage and support employees' professional development, provide for optimal potential for advancement within the County, and attract and retain the best individuals as County employees; (2) provide an opportunity for Gila County to build a qualified workforce through education, training, and collaborative partnerships that supports current and future business needs; and (3) enhance employee productivity and job performance to improve the quality of services provided to the public.

Evaluation

The purpose of the Employee Tuition Reimbursement Policy (ETRP) is to: (1) encourage and support employees' professional development, provide for optimal potential for advancement within the County, and attract and retain the best individuals as County employees; (2) provide an opportunity for Gila County to build a qualified workforce through education, training, and collaborative partnerships that supports current and future business needs; and (3) enhance employee productivity and job performance to improve the quality of services provided to the public.

This new Employee Tuition Reimbursement Policy will allow staff the

opportunity to enhance their education and skills needed for Gila County jobs and in return, provide better qualified employees and improve retention rates.

Conclusion

This new Employee Tuition Reimbursement Policy will allow staff the opportunity to enhance their education and skills needed for Gila County jobs and in return, provide better qualified employees and improve retention rates.

Recommendation


It is recommended that the Gila County Board of Supervisors consider approving the new Employee Tuition Reimbursement Policy.

Suggested Motion

Information/Discussion/Action to adopt Policy No. BOS-HRS-018 - *Employee Tuition Reimbursement Policy*. **(Michael O'Driscoll)**

Attachments

BOS-HRS-018 - Employee Tuition Reimbursement Policy.

	Policy Level: Countywide	Policy No. BOS-HRS-018	Rev. No. 0
	Policy Title: Employee Tuition Reimbursement Policy	Policy Owner: Human Resources	
BOS Adopted: 4/2/2024		Revision Date: N/A	Replaces: N/A
Department Approval: 4/2/2024			

I. PURPOSE

The purpose of the Employee Tuition Reimbursement Policy (ETRP) is to (1) encourage and support employees' professional development, provide for optimal potential for advancement within the County, and attract and retain the best individuals as County employees; and (2) provide an opportunity for Gila County to build a qualified workforce through education, training, and collaborative partnerships that supports current and future business needs; and (3) enhance employee productivity and job performance to improve the quality of services provided to the public.

II. SCOPE

The Employee Tuition Reimbursement Policy is administered by the Human Resources Department.

The ETRP is contingent upon the annual appropriation of funds for this purpose and is subject to availability of funds. Additionally, this program is open to eligible employees who desire to pursue educational courses or training from an accredited college, university, or trade school for both credit and education courses. ***Note: This program does not apply to training courses, licenses, or certifications that are required by the employee's department or the County.***

III. APPLICABILITY


This policy applies to all regular status full-time employees meeting the criteria outlined in this policy. Temporary employees, part-time consultants, and judge pro-tempores are not covered under this policy.

IV. LEGAL AUTHORITIES

Higher Education Act of 1965 (HEA) [Pub. L. 89-329]

Internal Revenue Code [26 USC 127]

Internal Revenue Service (IRS) Regulations [26 CFR 1.127-2]

	Policy Level: Countywide	Policy No.	Page 2 of 7
	Policy Title: Employee Tuition Reimbursement Policy	Policy Owner: Human Resources	

V. BACKGROUND

The Employee Tuition Reimbursement Policy is intended to financially support Gila County employees in their continued professional development.


The goals and purpose of this program are to increase employee effectiveness, operational efficiency, and to assist employees in preparing themselves for positions of increasing complexity and responsibility. Employee participation in this program is voluntary and must be pre-approved in accordance with this policy.

VI. ELIGIBLE EMPLOYEES

- A. Must be a regular full-time employee.
- B. Meet the performance expectations of his/her current position by having not less than 3.0, meets expectations, overall rating on their most recent annual performance review.
- C. The Elected Official, or Department Director, may authorize participant employee's use of accumulated compensatory or vacation leave to attend classes during regular work hours if the course is not available during non-work hours provided the employee's absence does not diminish the Office's/Department's ability to perform their duties or provide services.
- D. Employees must also meet the following requirements to be eligible to receive educational assistance under this program:
 1. Regular active full-time employees.
 2. Must have satisfactorily completed original probationary period with Gila County.
 3. Employees must provide any and all required application information to the Human Resources Department.

VII. CONFIDENTIALITY

All employee information regarding applications and program participation will be kept confidential in accordance with applicable laws and regulations.

	Policy Level: Countywide	Policy No.	Page 3 of 7
	Policy Title: Employee Tuition Reimbursement Policy	Policy Owner: Human Resources	

VIII. COURSE ELIGIBILITY

A. Eligible Course Requirements


1. Courses must be taken through a college, university, or trade school accredited by one of the National or Regional Accreditation Councils for the U.S. Department of Education.
2. Courses must be for credit or certification. Audited classes are not eligible.
3. The course(s) must meet the following condition(s) as determined by the Department Head or designee:
 - a. It is directly related to the employee's current job or related to a field in which the County normally recruits.
 - b. It will increase the employee's knowledge, skills, and abilities relative to potential advancement opportunities available within Gila County.
4. Degrees in which the County normally recruits include Associates, Bachelors, Masters or other specialized degree programs as it is deemed appropriate to meet the needs of the County.

IX. APPROVAL PROCESS

Note: Approval of educational assistance requests are contingent upon the availability of funds. Available funding is allocated and/or approved on a case-by-case basis.

A. Pre-Approval Required

1. No more than sixty (60) but no later than thirty (30) calendar days prior to the start of the education course work at a university, college, trade school, or technical institution, etc., for which the employee will seek tuition reimbursement, the employee must complete an Employee Tuition Reimbursement Pre-Approval Form and submit this form to the Human Resources department to determine eligibility for enrollment in the ETRP.
2. Alternatively, when enrolling in a degree program, the employee is required to submit an outline of all courses required (along with the corresponding descriptions) for advance approval. Once the degree program is approved, the employee will follow the process for individual class approval. There is no

	Policy Level: Countywide	Policy No.	Page 4 of 7
	Policy Title: Employee Tuition Reimbursement Policy	Policy Owner: Human Resources	

need to provide the course description(s) as the courses are approved in advance.

3. After approval is obtained from the Department Director, Finance Department Director, Human Resources Director, and County Administration, the employee shall register for the course(s).

X. REIMBURSEMENT

Reimbursement under this program shall be limited to tuition reimbursement as defined by the IRS Regulation Section 1.127-2(c).


A. Reimbursement Eligibility

Reimbursement eligibility is subject to the conditions, requirements, and processes, as defined below:

1. To participate, the employee must submit a request by filling out the Educational Assistance Pre-Approval Form and submit it to his/her Department Head or designee.
2. Reimbursement is limited to \$5,250 per calendar year, per employee.
3. Upon completion, tuition reimbursement will be made based on the following:
 - a) Completion of course or program with minimum grade of 2.0, or C.
 - b) Submit an Employee Tuition Reimbursement Form to the Human Resources Department within thirty (30) days of completion of the course as set forth in Section B below.
4. Employees MUST report any and all financial assistance he/she receives or shall receive for tuition from ANY other source(s). Such amount shall be deducted from reimbursement provided pursuant to this program.

B. Processing a Claim for Reimbursement

Within thirty (30) calendar days of the last day of class and after successful completion of eligible course work, employees must submit a complete

	Policy Level: Countywide	Policy No.	Page 5 of 7
	Policy Title: Employee Tuition Reimbursement Policy	Policy Owner: Human Resources	


application packet to the Human Resources Department.

The application packet must include:

1. A completed Employee Tuition Reimbursement Form signed by the employee and his/her Office/Department Director shall be submitted to the Human Resources Department for approval by Finance Department Director, Human Resources Director, and County Administration.
2. Official receipt from the institution containing the following:
 - a. School name
 - b. Term or session
 - c. Method of payment
 - d. Reimbursement is not provided for tuition paid by amount Veteran's Administration, GI Bill, grants, scholarships, etc.
3. Documentation from institution with grade (numerical or letter), or certificate of successful completion for pass/fail course(s) taken.
4. Documentation from institution with course/training/instruction date. ***Note: Must include the start date and end date of the course(s) term or session.***
5. If the employee's tuition reimbursement request is denied, the Human Resources Department shall provide the employee written notice and the basis for the denial within thirty (30) business days of the receipt of the request.

XI. TAX LIABILITY

- A. Reimbursements is limited to \$5,250 per employee, per year, to comply with IRS limitations concerning tax consequences for employees.
- B. Necessary audit tracking records will be maintained for all program participants. All participant files will be confidential. For IRS Tax Policies on Employer-Provided Education Assistance, see Chapter 11 of IRS Publication 970.

	Policy Level: Countywide	Policy No.	Page 6 of 7
	Policy Title: Employee Tuition Reimbursement Policy	Policy Owner: Human Resources	

XII. RESPONSIBILITIES

A. Gila County Administration

The Gila County Manager shall make the final determination concerning reimbursement requests and interpretation of this policy.

B. Human Resources

The ETRP shall be administered by the Gila County Human Resources Department. The Human Resources Department shall be responsible for the following:

1. Determining that all documents were received in compliance with this policy.
2. Maintaining a record of employee's documents for this program.
3. Reviewing all supporting documents submitted by departments to ensure proper accountability for reimbursement disbursement.
4. Viewing the accuracy of employee reimbursement requests.
5. Providing verified reimbursement requests to County Administration for approval.


Note: If any of the supporting documents are missing by the deadline or the claim form is incomplete, the claim may be denied.

C. Finance Department

The Finance Department is responsible for disbursing all reimbursements and maintaining supporting documentation confirming costs.

D. Office/Department Director or designee

The employee's Office/Department Director shall verify that all approved coursework is in compliance with this policy and sign the employee's Reimbursement Request.

	Policy Level: Countywide	Policy No.	Page 7 of 7
	Policy Title: Employee Tuition Reimbursement Policy	Policy Owner: Human Resources	

E. Employee

1. Review ETRP Policy and obtain written authorization prior to registering for any program in this policy.
2. Upon approval, sign and submit required documentation to the Human Resources Department.
3. Unless otherwise approved by a Department Director, or Elected Official, classes and assignments are to be completed outside of regular working hours and may not interfere with the employee's job duties.
4. Submit a Tuition Reimbursement Form as indicated in this policy.
5. The ETRP is a discretionary employee benefit. If an employee's job performance is negatively impacted by his/her participation in this program the employee may be disqualified from continued participation in this program.
6. Grade Requirements:
 - a. To qualify for reimbursement for tuition under ETRP, an employee must receive a 2.0, C, grade or higher.
 - b. For courses taken on a "Pass/Fail" basis, a grade of "Pass" must be awarded to be eligible for reimbursement.
 - c. Reimbursement will NOT be provided for courses in which the employee does not receive a grade or credit hours from the approved institution.

SIGNATURES:

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ARF-8639

Regular Agenda Item 4. I.

Regular BOS Meeting

Meeting Date: 04/02/2024

Submitted For: Joseph Dickison, Facilities Management Director

Submitted By: Stephanie Chaidez, Contracts Administrator

Department: Facilities Management

Fiscal Year: FY24 & FY25 Budgeted?: Yes

Contract Dates 04-02-2024 to Grant?: No

Begin & End: 03-07-2025

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Approval to use State of Arizona Contract No. CTR061840 with The SJ Anderson Company for the Fairgrounds Roll-Up Doors Project.

Background Information

Gila County is currently focusing on enhancing the overall experience at the Fairgrounds, with a special emphasis on improving facilities for community and private events. Among the main venues, the Exhibit Hall stands out as a popular choice for various occasions, including weddings, 4H events, school fundraisers, and more. The hall is frequently used by the local community and during the annual Fair.

The Fairground Exhibit Hall is equipped with three roll-up doors. One of them is located near the main entrance at the front of the building, while the other two are situated at the back. However, these doors are more than 30 years old and can only be operated manually. Moreover, the guide rails are damaged, the doors are not insulated, and they are in poor condition due to weathering and age. They also lack wind locks, which poses safety concerns during windy conditions. Due to manual operation, the hall can become noisy, which is another issue that needs to be addressed.

Evaluation

The roll-up doors that currently secure the entrance to the Fairgrounds Exhibit Hall are showing signs of significant wear and tear after serving the facility for over 30 years. The guide rails that support the doors are bent and warped, making it challenging to close them securely. Moreover, the doors are not insulated, which means that the temperature inside the hall can be affected by external weather conditions, and this can lead to discomfort for visitors and occupants alike.

Additionally, the doors are manually operated, which poses a safety hazard and makes it challenging to control the speed at which they open and close. This can be particularly dangerous for small children and the elderly, who may not have the strength or agility to move away from the doors quickly enough.

Furthermore, the doors lack wind locks, causing them to rattle loudly during high winds, which can significantly distract and annoy those within the facility.

To solve these problems and enhance the overall experience of the Fairgrounds Exhibit Hall, it has been determined that replacing the existing 3 doors with new, modern ones is the best course of action. The new doors will be more reliable, insulated, have safety features and noise-reducing options, and be efficient, making them safer and more comfortable for everyone who uses the facility.

Conclusion

Based on the issues outlined above, it is clear that the current roll-up doors at the Fairgrounds Exhibit Hall are not meeting the necessary standards for safety, comfort, and efficiency. The wear and tear of the guide rails, lack of insulation, manual operation, and absence of wind locks are all significant problems that need to be addressed. Therefore, it is highly recommended to replace the current doors with new, modern ones that are reliable, insulated, and have safety features and noise-reducing options. This upgrade will make the facility safer, more comfortable, and more efficient for everyone who uses it, ultimately enhancing the overall experience of the Fairgrounds Exhibit Hall.

Recommendation

The Facilities Department Director recommends that the Board of Supervisors approve the use of the State of Arizona Contract No. CTR061840 with The SJ Anderson Company in the amount of \$118,963.71

Suggested Motion

Information/Discussion/Action to approve the use of the State of Arizona Contract Agreement No. CTR061840 with The SJ Anderson Company in the amount of \$118,963.71 for the Fairgrounds Roll-Up Doors project. **(Joseph Dickison)**

Attachments

Contract Agreement No. CTR061840

The SJ Anderson Company Proposal

State of Arizona Contract No. CTR061840

CONTRACT AGREEMENT NO. CTR061840

Contract Name: Fairgrounds Roll-Up Doors Contract No.: STATE OF ARIZONA CONTRACT NO. CTR061840

THIS AGREEMENT NO. CTR061840, made and entered into this _____ day of _____, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and The S J Anderson Company, of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

STATEMENT AND PURPOSE OF NEED: To remove and replace three (3) roll-up doors at the Fairgrounds Exhibit Hall.

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.

IMMIGRATION LAW COMPLIANCE WARRANTY: 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.

CANCELATION 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 as if fully set forth in this contract.

CERTIFICATION OF NO ISRAEL BOYCOTT: Contractor is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel. A.R.S. § 35-393.01.

CERTIFICATION OF NO FORCED LABOR OF ETHNIC UYGHURS: The Contractor does not currently, and agrees for the duration of this Agreement that the Contractor will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Contractor further agrees that if the Contractor becomes aware, during the term of the Agreement, that the Contractor is not in compliance with this Certification, the Contractor shall notify the County within 5 business days after becoming aware of the non-compliance. If the Contractor does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

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.

Contract End Date: 03-07-2025

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$118,963.71

Contract Information

Firm Name: The S J Anderson Company Contact Person: Julie Ryan

Address: 3514 N. Power Rd. Bldg 5 #129 Phone No: 602-906-1116

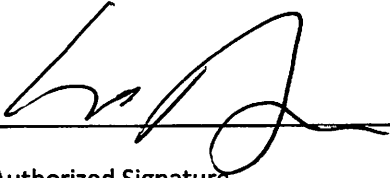
City: Mesa State: AZ, 85215 Fax: _____ Email: Julie@thesjanderson.com

IN WITNESS WHEREOF, Service Agreement No. CTR061840 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS:


THE S J ANDERSON CPMPANY

Stephen Christensen, Chairman, Board of Supervisors



Authorized Signature

ATTEST:



Print Name

James Menlove, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

The Gila County Attorney's Office



Statewide General Contracting JOC

www.eziqc.com

Summary Of Costs

JOC Project Name: R/R Two 16x14 & One 12x14 Roll Up Doors

JOC Project Number: 24-GilaCounty-FAC-0010.00

Amount of Proposal: \$118,963.71 Purchase Order Amount to Contractor

Contractor: The SJ Anderson Company

Contractor:
The SJ Anderson Company

Contract #: CTR061840



Statewide JOC Contract



www.eziqc.com

Job Order Contract Price Proposal Summary - CSI

Date: February 29, 2024
Contract Number: GC-CTR061840-ez
Job Order Number: 24-GilaCounty-FAC-0010.00
Job Order Title: R/R Two 16x14 & One 12x14 Roll Up Doors
Proposal created by
Contractor: The SJ Anderson Company
Proposal Value: \$118,963.71
Proposal Name: R/R Two 16x14 & One 12x14 Roll Up Doors
Detailed Scope:

Gila County Fairgrounds Roll Up Door R/R

Allowance for permit fees and engineering services is included on this proposal.

Door Demo/ Install

DEMO AND DISPOSE OF EXISTING DOORS

Install 3 SERIES 625 INSULATED ROLLING STEEL DOOR AS MANUFACTURED BY THE OVERHEAD DOOR CORPORATION

24 GAUGE STEEL PRIMED WHITE CURTAIN

FACE MOUNTED TO STEEL E-GUIDE

FRONT OF HOOD RIGHT HAND OPERATION

RSX 3/4HP SINGLE PHASE OPERATOR (CONSTANT CONTACT)

DOUBLE ANGLE BOTTOM BAR

DOUBLE FLARED ENTRY

WEATHER STRIP ONE SIDE

HOOD ROUND STEEL PRIMED WHITE

BRACKETS STEEL STANDARD

PAINT TO MATCH EXISTING DOOR COLORS UNLESS STATED OTHERWISE BY THE OWNER

Alternating Wind Slats to be included on all 3 doors, per Owner request.

Install necessary electrical to power door operators

Run from home runs from existing exterior 3R panel to 3 doors locations.

Install 3 new breakers in existing panel on east side exterior or building.

Install local service disconnect at operator motor.

Any unforeseen conditions or required work above and beyond the scope detailed above will be placed on a supplemental job order to be signed by the owner.

01 - General Requirements:	\$34,925.10
05 - Metals:	\$352.04
08 - Openings:	\$60,598.05
09 - Finishes:	\$11,076.65
26 - Electrical:	\$12,011.87
Proposal Total	\$118,963.71

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.
PO should be directly issued to the Contractor and not Gordian or The State of Arizona .

The Percent of NPP on this Proposal: 8.15%

Job Order Contract

Price Proposal Detail - CSI

Date: February 29, 2024
Contract Number: GC-CTR061840-ez
Job Order Number: 24-GilaCounty-FAC-0010.00
Job Order Title: R/R Two 16x14 & One 12x14 Roll Up Doors
Proposal created by Contractor: The SJ Anderson Company
Proposal Value: \$118,963.71
Proposal Name: R/R Two 16x14 & One 12x14 Roll Up Doors
Adjustment Factor(s) Used: 1.0750-Non-State ezIQC Reimbursable Fee, 1.2173-Non State Agency - NWH - Owner Funded

Rec#	CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements					
1	01 22 16 00 0002	EA		Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$9,137.50
			Installation	Quantity 8,500.00 x Unit Price \$1.00 x Factor 1.0750 =	Total \$9,137.50
User Note: Engineering Allowance					
2	01 22 16 00 0002	EA		Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$4,837.50
			Installation	Quantity 4,500.00 x Unit Price \$1.00 x Factor 1.0750 =	Total \$4,837.50
User Note: Permit allowance					
3	01 22 16 00 0005	EA		TaxesThe Contractor shall pay all sales, consumer, use and other similar taxes required by Law for which an exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services or other items purchased in connection with a Purchase Order, the Member will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation therefore.	\$6,962.42
			Installation	Quantity 6,476.67 x Unit Price \$1.00 x Factor 1.0750 =	Total \$6,962.42
User Note: Tax					
4	01 22 23 00 0059	WK		25' Electric, Scissor Platform Lift	\$1,194.95
			Installation	Quantity 2.00 x Unit Price \$490.82 x Factor 1.2173 =	Total \$1,194.95
User Note: man lift for electrical install, door install and painting					
5	01 22 23 00 0868	DAY		2,000 PSI Pressure Washer With Full-Time Operator	\$1,113.10
			Installation	Quantity 2.00 x Unit Price \$457.20 x Factor 1.2173 =	Total \$1,113.10
User Note: Cleaning roll up doors prior to paint					
6	01 22 23 00 1014	WK		6,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$9,290.43
			Installation	Quantity 2.00 x Unit Price \$3,816.00 x Factor 1.2173 =	Total \$9,290.43
User Note: Reach lift fork for door install, electrical install					

Price Proposal Detail - CSI Continues..

Job Order Number: 24-GilaCounty-FAC-0010.00
Job Order Title: R/R Two 16x14 & One 12x14 Roll Up Doors

Rec#	CSI Number	Mod.	UOM	Description	Line Total			
01 - General Requirements								
7	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	\$302.90			
				Quantity	Unit Price	Factor	Total	
		Installation	1.00	x	\$248.83	x	1.2173 =	\$302.90
	User Note: Transportation for man lift							
8	01 71 13 00 0003		EA	Standard Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.	\$1,466.69			
				Quantity	Unit Price	Factor	Total	
		Installation	1.00	x	\$1,204.87	x	1.2173 =	\$1,466.69
	User Note: Transportation for fork lift							
9	01 74 19 00 0015		EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$619.61			
				Quantity	Unit Price	Factor	Total	
		Installation	1.00	x	\$509.00	x	1.2173 =	\$619.61
	User Note: dumpster for debris							
Subtotal for 01 - General Requirements:					\$34,925.10			
05 - Metals								
10	05 05 21 00 0003		EA	Welding Minimum ChargeFor projects where the total welding charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$352.04			
				Quantity	Unit Price	Factor	Total	
		Installation	1.00	x	\$289.20	x	1.2173 =	\$352.04
	User Note: Mounting brackets for doors and motors							
Subtotal for 05 - Metals:					\$352.04			
08 - Openings								
11	08 00 00 02 1224		Ea	Alternating Wind Locks 16x14 Roll up Door	\$6,858.50			
				Quantity	Unit Price	Factor	Total	
		NPP Task Installation	2.00	x	\$3,190.00	x	1.0750 =	\$6,858.50
	User Note: 2 Ea alternating wind locks							
12	08 00 00 02 1324		Ea	Alternating Wind Locks 12x14 Roll up Door	\$2,838.00			
				Quantity	Unit Price	Factor	Total	
		NPP Task Installation	1.00	x	\$2,640.00	x	1.0750 =	\$2,838.00
	User Note: 1 Ea alternating wind locks							
13	08 33 23 11 0115		EA	14' x 12', 18 Gauge Galvanized Steel Overhead Coiling Door, Chain Lift	\$6,129.81			
				Quantity	Unit Price	Factor	Total	
		Installation	1.00	x	\$4,160.51	x	1.2173 =	\$5,064.59
		Demolition	1.00	x	\$875.07	x	1.2173 =	\$1,065.22
	User Note: 12x14 door install - to match existing opening							

Price Proposal Detail - CSI Continues..

Job Order Number: 24-GilaCounty-FAC-0010.00

Job Order Title: R/R Two 16x14 & One 12x14 Roll Up Doors

Rec#	CSI Number	Mod.	UOM	Description	Line Total
08 - Openings					
14	08 33 23 11 0115	Mod	EA	For 3/4" Insulated Slats, Add	\$2,360.39
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				1.00 x \$1,939.04 x 1.2173 =	\$2,360.39
15	08 33 23 11 0124		EA	16' x 14', 18 Gauge Galvanized Steel Overhead Coiling Door, Chain Lift	\$15,612.31
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				2.00 x \$5,370.73 x 1.2173 =	\$13,075.58
			Demolition	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				2.00 x \$1,041.95 x 1.2173 =	\$2,536.73
			User Note: 16x14 door install - to match existing opening (qty 2)		
16	08 33 23 11 0124	Mod	EA	For 3/4" Insulated Slats, Add	\$6,382.08
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				2.00 x \$2,621.41 x 1.2173 =	\$6,382.08
17	08 33 23 11 0244		LF	Top Of Door (Lintel), Weather Strip Seal For Coiling Doors	\$1,654.51
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				44.00 x \$30.89 x 1.2173 =	\$1,654.51
			User Note: Weather strip top of door 16 x 2 + 12 = 44		
18	08 33 23 11 0245		LF	Side Of Door (Guides), Weather Strip Seal For Coiling Doors	\$3,005.22
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				84.00 x \$29.39 x 1.2173 =	\$3,005.22
			User Note: Weather strip verticals = 14' x 6=84		
19	08 33 23 11 0246		EA	Cylinder Lock For Coiling Doors	\$727.42
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				3.00 x \$199.19 x 1.2173 =	\$727.42
			User Note: Locks for doors x3		
20	08 33 23 11 0250		EA	>12' To 18' Height, 3/4 HP Motorized Jackshaft Operator For Coiling Doors And GrillesIncludes three button inside station controls and mounting hardware.	\$8,177.55
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				3.00 x \$2,239.26 x 1.2173 =	\$8,177.55
			User Note: motor operators x3		
21	08 33 23 11 0253		LF	Safety Edge Bottom Bar Obstruction Detection Device, Electric For Coiling Doors And Grilles	\$5,939.94
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				44.00 x \$110.90 x 1.2173 =	\$5,939.94
			User Note: safety bars = 16 x 2 + 12 = 44		
22	08 33 23 11 0254		EA	Remote Transmitter Kit For Coiling Door Operators	\$912.32
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				3.00 x \$249.82 x 1.2173 =	\$912.32
			User Note: remote for door operators x 3		
Subtotal for 08 - Openings:					\$60,598.05
09 - Finishes					
23	09 53 23 00 0019		SF	Removal And Reinstallation Of Acoustical Ceiling Tile And Grid, 2' x 2' Or 2' x 4'Suspension system tie wire, wall angles and bracing to remain in place.	\$6,981.26
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				3,296.00 x \$1.74 x 1.2173 =	\$6,981.26
			User Note: 24ft x 8ft = 192 x 3 doors = 576SF Roll up door demo/ install home runs 8ft x 340 LF = 2720SF		

Price Proposal Detail - CSI Continues..

Job Order Number: 24-GilaCounty-FAC-0010.00
Job Order Title: R/R Two 16x14 & One 12x14 Roll Up Doors

Rec#	CSI Number	Mod.	UOM	Description	Line Total
09 - Finishes					
24	09 53 23 00 0019	Mod	SF	For >2,500 To 4,000, Deduct	-\$160.49
			Installation	<div>Quantity</div> <div>3,296.00 x</div> <div>Unit Price</div> <div>\$-0.04 x</div> <div>Factor</div> <div>1.2173 =</div> <div>Total</div> <div>\$-160.49</div>	
25	09 53 23 00 0019	Mod	SF	For Ceilings >10' High, Add	\$521.59
			Installation	<div>Quantity</div> <div>3,296.00 x</div> <div>Unit Price</div> <div>\$0.13 x</div> <div>Factor</div> <div>1.2173 =</div> <div>Total</div> <div>\$521.59</div>	
26	09 91 13 00 0242		SF	1 Coat Primer, Sprayed, Paint Exterior Metal Overhead, Sectional Door, Or Roll Up Door	\$1,207.27
			Installation	<div>Quantity</div> <div>616.00 x</div> <div>Unit Price</div> <div>\$1.61 x</div> <div>Factor</div> <div>1.2173 =</div> <div>Total</div> <div>\$1,207.27</div>	
		User Note: 16x14 x 2 = 448 sf 12 x 14 = 168 sf			
27	09 91 13 00 0244		SF	2 Coats Paint, Sprayed, Paint Exterior Metal Overhead, Sectional Door, Or Roll Up Door	\$2,527.02
			Installation	<div>Quantity</div> <div>616.00 x</div> <div>Unit Price</div> <div>\$3.37 x</div> <div>Factor</div> <div>1.2173 =</div> <div>Total</div> <div>\$2,527.02</div>	
		User Note: 16x14 x 2 = 448 sf 12 x 14 = 168 sf			
Subtotal for 09 - Finishes:					\$11,076.65
26 - Electrical					
28	26 05 33 13 0010		CLF	3/4" Electrical Metallic Tubing (EMT) Conduit Assembly With 3 #12 Copper THHN And 1 #12 Copper Insulated Grounding ConductorIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.	\$7,603.37
			Installation	<div>Quantity</div> <div>9.00 x</div> <div>Unit Price</div> <div>\$694.01 x</div> <div>Factor</div> <div>1.2173 =</div> <div>Total</div> <div>\$7,603.37</div>	
		User Note: home runs			
29	26 05 33 16 0120		EA	1.594" Diameter Receptacle, 4" x 2" Steel Handy Box Exposed Work Cover	\$44.92
			Installation	<div>Quantity</div> <div>6.00 x</div> <div>Unit Price</div> <div>\$6.15 x</div> <div>Factor</div> <div>1.2173 =</div> <div>Total</div> <div>\$44.92</div>	
		User Note: means and meathods for home runs			
30	26 05 83 00 0076		EA	#22 To #10 Wire Size, 12 Point, 600 Volt Terminal Block	\$903.44
			Installation	<div>Quantity</div> <div>3.00 x</div> <div>Unit Price</div> <div>\$247.39 x</div> <div>Factor</div> <div>1.2173 =</div> <div>Total</div> <div>\$903.44</div>	
		User Note: low volt operator connection			
31	26 27 26 00 0155		EA	20 Amperes, 120/277 Volt, DPDT Switch	\$120.95
			Installation	<div>Quantity</div> <div>3.00 x</div> <div>Unit Price</div> <div>\$33.12 x</div> <div>Factor</div> <div>1.2173 =</div> <div>Total</div> <div>\$120.95</div>	
		User Note: operation control override			
32	26 27 26 00 0231		EA	4" Square Box Cover Units With 1 Fuseholder And 1 Switch	\$310.16
			Installation	<div>Quantity</div> <div>3.00 x</div> <div>Unit Price</div> <div>\$84.93 x</div> <div>Factor</div> <div>1.2173 =</div> <div>Total</div> <div>\$310.16</div>	
		User Note: local current supressor for equipment protection			
33	26 28 16 13 0122		EA	35 To 60 Amperes, 2 Pole, 240 Volt, Branch Circuit Breaker, 42,000 Amperes Interrupting Capacity	\$1,164.88
			Installation	<div>Quantity</div> <div>3.00 x</div> <div>Unit Price</div> <div>\$318.98 x</div> <div>Factor</div> <div>1.2173 =</div> <div>Total</div> <div>\$1,164.88</div>	
		User Note: feeder ocp to each operator			

Price Proposal Detail - CSI Continues..

Job Order Number: 24-GilaCounty-FAC-0010.00
Job Order Title: R/R Two 16x14 & One 12x14 Roll Up Doors

Rec#	CSI Number	Mod.	UOM	Description	Line Total
26 - Electrical					
34	26 29 13 13 0012		EA	NEMA 3R, 7 And 9, Handle Guard/Lockoff, 2 Pole, Toggle Operator, Up To 1 HP, Manual Motor Starter With Thermal Overload Protection (Square D 2510FR2)	\$1,864.15
				Quantity	Unit Price
				Factor	Total
			Installation	3.00 x \$510.46 x 1.2173 =	\$1,864.15
User Note: operator control local disconnect					
Subtotal for 26 - Electrical:					
					\$12,011.87
Proposal Total					\$118,963.71

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals. PO should be directly issued to the Contractor and not Gordian or The State of Arizona .

The Percent of NPP on this Proposal: 8.15%



Request for Qualifications

Solicitation No. BPM004397

General Contractor Job Order Contracting Statewide

Arizona Department of Administration
General Services Division
1400 W. Washington St., Ste. B200
Phoenix, AZ 85007

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide **Job Order Contracting System Administrator** services in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	6/14/22			
	Date	Signature		
Revised Offers:	Date	Signature	Date	Signature
	Date	Signature	Date	Signature
Best and Final Offer:	Date	Signature		

The S J Anderson Company

Offeror company name

3514 N Power Road, Bldg. 5, Suite 129

Address

Mesa, AZ 85215

City | State | ZIP

86-0875610

Federal tax identifier (EIN or SSN)

Signature of person authorized to sign Offer

Scott Anderson, President

Printed name and title

Scott Anderson, President

Contact name and title

scott@thesjanderson.com

602-692-0112

Contact Email Address

Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. § 41 – 1461 through 1465;
- has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; ad
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from the Procurement Officer.

State's Contract Number is: **CTR061840**

Contract Effective Date: **9/1/2022**

8/26/2022

Procurement Officer Signature

Award Date

Dustin Deason

Procurement Manager

Procurement Officer Name

Title

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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NOTICE OF REQUEST FOR QUALIFICATIONS

Pursuant to A.R.S. § 41-2501, the Arizona Department of Administration, State Procurement Office (the State) is seeking to establish multiple contracts per region for **Statewide General Contractor Job Order Contracting** to provide job-order-contracting construction services to satisfy the needs of all State Agencies, Boards, and Commissions, as well as participating purchasing Cooperative Members (collectively the Eligible Agencies).

A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform on-going services on individual projects at different locations throughout the State of Arizona. The State is divided into seven (7) geographical regions and contracts shall be awarded by region. The Contract Documents include, but are not limited to, the Solicitation, Job Order Operating Manual, Construction Task Catalog® which contains construction tasks with preset unit prices, and Technical Specifications. The Construction Task Catalog® and Technical Specifications are provided by The Gordian Group in accordance with the firm's state-contract to provide a unit price book and other services related to Job Order Contracting.

The purpose of this solicitation is to conduct a competitive process to create contracts from which the State and Eligible Agencies may acquire these services. To participate in this contract, a Cooperative Member shall have entered into a Cooperative Purchasing Agreement with the Arizona Department of Administration, State Procurement Office as required by A.R.S. § 41-2632. Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the United States Federal Government, and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2621(4) as any non-profit corporation as designated by the Internal Revenue Service under section 501C(3) through 501C(6).

DUE DATE AND TIME: Offers will be received until 3:00 p.m., Arizona time, April 29, 2022

PRE-SUBMITTAL MEETING: April 12, 2022, 9:30 a.m. Please sign in at the following link and a calendar invite will be sent to the corresponding email address.

https://docs.google.com/document/d/1pl1y7wdFwmTWMEMtg3hEPVuQ9PFalt_E2XCuS99AP18/edit?usp=sharing

Anticipated Award Date: June 24, 2022

The State makes no guarantee as to actual spend under any resultant contract.

In accordance with A.R.S. § 41-2579, Statements of Qualifications for the General Contractor Job Order Contracting services specified, will be received **online** through the State's e-Procurement system, APP (www.appstate.az.gov) at the date and time posted in APP. Qualifications received by the correct time and

	RFQ Page 1 of 29	
	Section Title:	Notice of Request for Qualifications

	<p align="center">Request for Qualifications</p> <p align="center">Solicitation No. BPM004397</p> <p align="center">Description: General Contractor Job Order Contracting Statewide</p>	<p align="center">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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date will be opened and the name of each Offeror will be publicly available. Qualifications must be in the actual possession of the State on or prior to the time and date indicated in the Notice.

LATE QUALIFICATIONS WILL NOT BE CONSIDERED

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

	RFQ Page 2 of 29	
	Section Title:	Notice of Request for Qualifications

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397</p> <p style="text-align: center;">Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
---	--	--

RFQ TABLE OF CONTENTS

TABLE OF CONTENTS

TABLE OF CONTENTS..... 3

SCOPE OF WORK..... 4

INSTRUCTIONS TO OFFERORS..... 6

SPECIAL TERMS AND CONDITIONS.....19

UNIFORM TERMS AND CONDITIONS29

EXHIBITS


- I. REGION MAP
- II. ADOA JOC MANUAL
- III. CONSTRUCTION TASK CATALOG (TO BE PROVIDED UPON NEGOTIATIONS)
- IV. TECHNICAL SPECIFICATIONS (TO BE PROVIDED UPON NEGOTIATIONS)

ATTACHMENTS-REQUIRED DOCUMENTS

- ATTACHMENT 1 – OFFER AND ACCEPTANCE FORM
- ATTACHMENT 2 - BOYCOTT OF ISRAEL DISCLOSURE
- ATTACHMENT A:
- SECTION A & B – BONDING/ORG CHART
 - SECTION C – RESUMES
 - SECTION D – SAMPLE PROJECTS
 - SECTION E —KEY PERSONNEL
 - SECTION F—MANAGEMENT PLANS
 - SECTION G—SUBCONTRACTOR SELECTION

End of Table of Contents

	RFQ Page 3 of 29	
	Section Title:	RFQ Table of Contents

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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SCOPE OF WORK

- 1.0 A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform on-going services on individual projects at different locations throughout the State of Arizona.
 - 1.1 The State is divided into seven (7) different regions and contracts are awarded by region.
 - 1.2 Throughout the regions, the State of Arizona is very diverse in its maintenance and construction needed, including but not limited to work in and about wells, prison facilities, hospital and lab settings, courts, office buildings and residential and commercial buildings.
 - 1.3 Facilities range from small to large and are located in and around a wide range of weather and transportation conditions all over the State.
 - 1.4 Additionally, Cooperative Program members include schools, cities and counties with their diverse range of needs will have ability to utilize these contracts.
- 2.0 The Construction Task Catalog® and Technical Specifications are provided by The Gordian Group, in accordance with the firm's contract to provide a unit price book and Job Order Contracting related services. The Gordian Group Technical Specifications are a minimum standard in the event the Owner does not provide technical specifications for the work.
 - 2.1 The unit prices in the Construction Task Catalog® are based on local labor, material, and equipment costs and include the direct cost of construction only.
- 3.0 The scope of job order services may include individual job orders for building, altering, repairing, improving or demolishing any public structure or building.
- 4.0 The highest-ranking Contractor's on the final list will provide Adjustment Factors for each separate region based on Normal and Other than Normal Working Hours, for Owner and Federally funded projects, and Secure Locations. The Adjustment Factor will be used to calculate the Job Order Price in accordance with the Operating Manual for Vertical Job Order Contracting.
- 5.0 During the course of the Contract, as projects are identified, the Contractor will attend a Joint Scope Meeting with those involved with the project including the Owner and Design Professionals. The Owner will prepare a Detailed Scope of Work and issue a Job Order Proposal Request to the Contractor. The Contractor will then prepare a Job Order Proposal for the project to include but not be limited to a price proposal, schedule, sketches or drawings, list of proposed subcontractors, and other requested documentation. If the Job Order Proposal is found to be acceptable, a Job Order may be issued.
- 6.0 A Job Order will include the Detailed Scope of Work, Job Order Price, and the Job Order Completion Time. The Job Order Price is determined by multiplying the preset Unit Prices in the Construction Task Catalog® by the appropriate quantities and by the appropriate Adjustment Factor(s). The Job Order Price will be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job


	RFQ Page 4 of 29	
	Section Title:	Scope of Work

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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Order will be issued for each project. Changes, deletions, or additions to the Detailed Scope of Work will be contained in Supplemental Job Orders.

- 7.0 If projects require plans and specifications, all design work shall be performed under the direction of a Design Professional appropriately licensed in the State of Arizona. All State projects requiring a Design Professional, either hired by the Owner or as requested to be provided by the Contractor is subject to Statutory Review.
- 8.0 Contractors may also be called upon to complete emergency work. In these circumstances, the work will be completed to address the emergency and the Job Order Proposal will be due within five (5) days of emergency work completion.
- 9.0 Maintenance agreements are excluded from this contract.
- 10.0 This contract is for services and shall not be used for equipment-only purchases.
- 11.0 Contractors are required to work in all areas of the Region for which the Contractor is awarded. In submitting an Adjustment Factor for a specific region, Contractor recognizes that a region may have extreme remote locations.
- 12.0 In addition to State funding and associated rules, funding for these projects may be solely or in part by Federal funds. This requires compliance with Federal rules and regulations including but not limited to wages and record keeping.
- 13.0 Firm must have an active Arizona State Contractors License sufficient in nature to undertake the size, scope and complexity of the proposed project at the time of submittal of the SOQ. If bidder is a joint venture, a joint venture agreement must have been executed at time of bid submission, and each party to the joint venture is required to have a valid Arizona State Contractors License.

	RFQ Page 5 of 29	
	Section Title:	Scope of Work

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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INSTRUCTIONS TO OFFERORS

1.0 ESTIMATED PROCUREMENT SCHEDULE

Issue Solicitation	April 4, 2022
Pre-Submittal Conference	April 12, 2022
Statements of Qualifications Due	April 29, 2022
Short List Interviews	May 16 - May 27, 2022
Negotiations	May 31 - June 10, 2022
Award	June 24, 2022

2.0 DEFINITION OF TERMS:

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

1.1 Attachment

"Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.

1.2 Best and Final Offer

"Best and Final Offer" means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered.

1.3 E-Procurement

"eProcurement (Electronic Procurement)" means conducting all or some of the procurement function over the Internet. Point, click, buy, and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Request for Qualifications, Request for Proposals, and Request for Quotations.

1.4 Offer

"Offer" means a response to a Solicitation.

1.5 Offeror

"Offeror" means a person who responds to a Solicitation.

1.6 Solicitation

"Solicitation" means a Request for Proposals ("IFB"), a Request for Technical Offers, a Request for Proposals ("RFP"), a Request for Quotations ("RFQ"), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.

1.7 Solicitation Amendment

"Solicitation Amendment" means a change to the Solicitation issued by the Procurement Officer.

	RFQ Page 6 of 29	
	Section Title:	Instructions to Offerors

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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2.0 INQUIRIES

2.1 Duty to Examine

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.

2.2 Solicitation Contact Person

Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.

2.3 Submission of Inquiries

All inquiries related to the Solicitation are required to be submitted in the State's eProcurement system via the Discussion Forum. All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any state employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.

Technical inquiries about submitting your offer in PAPP should be submitted to the APP Help Desk by phone at (602) 542-7600, option 1, or by email at app@azdoa.gov.

2.4 Timeliness

Any inquiry or exception to the Solicitation shall be submitted as soon as possible for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 No Right to Rely on Verbal or Electronic Mail Responses

An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.

2.6 Solicitation Amendments

The Solicitation shall only be modified by a Solicitation Amendment.

2.7 Pre-Submittal Conference*

A non-mandatory pre-submittal conference has been scheduled under this Solicitation as described in the Notice of Request for Qualifications above. Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.

	RFQ Page 7 of 29	
	Section Title:	Instructions to Offerors

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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***To attend the pre-submittal conference please RSVP to dustin.deason@azdoa.gov before Monday April 11, 2022**

2.8 Persons with Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

3.0 OFFER PREPARATION

3.1 Electronic Documents

The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts, or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.

3.2 Evidence of Intent to be bound

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as a signature, shall result in rejection of the Offer.

3.3 Exceptions to RFQu Documents

3.3-A Exceptions to the Terms and Conditions.

All exceptions included with the Offer shall be submitted in writing where the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

3.3-B Exceptions Affect Evaluation

All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.

3.4 Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

	RFQ Page 8 of 29	
	Section Title:	Instructions to Offerors



Request for Qualifications

Solicitation No.

BPM004397

Description:

General Contractor Job Order Contracting Statewide

Arizona Department of Administration

General Services Division

1400 W. Washington St., Ste. B200

Phoenix, AZ 85007

3.5 Federal Excise Tax

The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

3.6 Provision of Tax Identification Numbers

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance form.

3.7 Employee Identification

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.8 Identification of Taxes in Offer

The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.

3.9 Disclosure

If the person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.10 Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

3.11 Federal Immigration and Nationality Act

By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.

		RFQ Page 9 of 29
	Section Title:	Instructions to Offerors

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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4.0 SUBMISSION OF OFFER

4.1 APP

Offers in response to this solicitation shall be submitted within the State's eProcurement system, APP (<https://appstate.az.gov>). Please be advised that utilizing APP requires a certain level of technical competency that should be considered when selecting staff to work in the system. The successful submission of your offer in APP is critical in order for the State to receive and evaluate your offer. Therefore, particular focus should be placed on the selection of staff given the responsibility for submitting your offer in APP. Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside APP, or those that are received after the date/time stated in the 'Bid Opening Date' field, shall be rejected.

While price shall not be considered, to satisfy APP functionality, Submitters shall include a price of \$1.00 in Line Item 1.

4.2 Offer Submission, Due Date and Time

Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.

4.3 Offer and Acceptance

Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.

4.4 Solicitation Amendments

A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.

4.5 Offer Amendment or Withdrawal

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.6 Confidential Information

If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests

	RFQ Page 10 of 29	
	Section Title:	Instructions to Offerors

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.

4.7 Public Record

All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.

4.8 Non-collusion, Employment, and Services

By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

- (1) The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- (1) The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state, and local laws and executive orders regarding employment.

4.9 Content of Statement of Qualifications

4.9-A Required Documents

The submitted statement of qualifications shall include the following documents. Failure to submit all documents below according to instructions may have a negative impact on the evaluated score or result in the offer being determined non-responsive and therefore not susceptible for award.

ATTACHMENT 1 – OFFER AND ACCEPTANCE FORM

ATTACHMENT 2 - BOYCOTT OF ISRAEL DISCLOSURE

ATTACHMENT A:

SECTION A & B – BONDING/ORG CHART

SECTION C – RESUMES

SECTION D – SAMPLE PROJECTS

SECTION E —KEY PERSONNEL

SECTION F—MANAGEMENT PLANS

SECTION G—SUBCONTRACTOR SELECTION

		RFQ Page 11 of 29
	Section Title:	Instructions to Offerors

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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4.9-B *Pre-Printed Documents*

Any pre-printed documents required by this solicitation are located within this document and shall be completed in the format provided and according to any instructions contained within the document or elsewhere in these instructions. Offerors shall download all pre-printed documents, save the completed document to their computer, and upload completed documents as part of their submitted offer in APP. Excessive marketing attachments that are not requested in the documents listed below are discouraged.

4.9-C *Submission of Pricing*

Offeror shall not submit fees or hourly rate schedules with their statement of qualifications.

5.0 EVALUATION

5.1 Opening

Supplemental to Uniform Instructions to Offerors paragraph 4.7, offers received by the due date and time will be opened online and the name of each Offeror will be publicly available. Offers will not be subject to public inspection until after contract award.

5.2 Evaluation

5.2-A Selection Criteria and Content for Statements of Qualifications. The Selection Committee will evaluate the SOQs submitted in response to this RFQu. Submitters' competence and qualifications will be evaluated as demonstrated in accordance with the selection criteria as listed below. In selecting material for inclusion in the Submitter's Statement of Qualifications, Submitters should be mindful of the following:

- 5.2-A-(01) The Proposal should display clearly and accurately the capacity, knowledge, experience and ability of the Submitter to meet the requirements of this RFQu.
- 5.2-A-(02) Each Submitter shall submit only one (1) SOQ in response to this solicitation. Material submitted should not exceed thirty (30) pages in length, instruction pages not included.
- 5.2-A-(03) In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below.
- 5.2-A-(04) In addition to the evaluation criteria, exceptions to the terms and conditions, as stated in the Instructions to Offerors 3.3,

	RFQ Page 12 of 29	
	Section Title:	Instructions to Offerors

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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may impact an Offeror's susceptibility for award.

5.2-A-(05) The selection criteria are listed below in their relative order of importance.

- (05) (a) **Experience and Qualifications.** Attachment A-Sections C-E (Max 400 points)
- (05) (b) **Method of Approach.** Attachment A-Sections F-G (Max 350 points)
- (05) (c) **Capacity and Capability.** Attachment A-Sections A-B (Max 250 points)

5.2-B Interviews

5.2-B-(01) The selection committee may hold interviews. Before the interviews are held, the state shall distribute to the persons or firms on the short list the interview evaluation criteria and weighting (if different from the criteria listed in the solicitation) used to determine the persons or firms on the final list and their order of preference.

5.2-B-(02) **If conducted, Interviews will be held from May 16 – May 27, 2022, at the GSD Offices located at 1400 W. Washington Street, Phoenix, AZ 85007.**

5.3 Selection Process

5.3-A Selection Committee

A Selection Committee will evaluate and score each Statement of Qualifications (SOQ).

5.3-A-(01) The JOC Selection Committee will be composed of no more than seven (7) members and contain a representation of staff, administrators, and others, as well as a Licensed Architect/Engineer and a senior manager of a licensed Contractor.

5.3-A-(02) The Selection Committee will create one (1) List, containing not more than ten (10) Submitters. The List will show those Submitters in order of preference based on the combined results of the evaluation of SOQ's (maximum 1000 points) prior to any recommendation to award is made, only the names of the firms on the List will be available to the public – rankings will not be available at that time.

5.3-A-(03) The Procurement Officer will issue a formal (Invitation to Negotiate) to the highest ranked Submitters on the Final List. Upon successful

	RFQ Page 13 of 29	
	Section Title:	Instructions to Offerors

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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negotiation of a contract, agreeable to the State and the Submitter,
a contract may be executed.

5.4 Cost is Not a Consideration

Fees, price, man-hours or any other cost information shall not be requested or considered at any point in the qualifications selection process, the selection of persons or firms to be on the final list, in determining the order of preference of persons or firms on the final list.

5.5 Clarifications

The State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of providing a greater understanding of the offer. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its offer.

5.6 Negotiations

5.6-A The Procurement Officer may proceed to negotiate an agreement for services, commemorated with an official (Invitation to Negotiate) sent to the highest ranked Submitter on the Final List. If the Procurement Officer is unable to negotiate a satisfactory agreement with a Submitter, for compensation and on other terms the Procurement Officer determines to be fair and reasonable, negotiations with that Submitter will be formally terminated. The Procurement Officer may then undertake negotiations with the next most qualified Submitter on the Final List, in sequence, until an agreement is reached or a determination is made to reject all SOQ's. Once negotiations have been terminated with a Submitter, they may not be re-opened with that Submitter for this procurement.

5.6-B Adjustment Factors

5.6-B-(01) The Construction Task Catalog® and Technical Specifications will be made available to those Offerors selected for negotiations. Invitations (date, time and place) will be distributed to the highest ranked Offerors on the final list per region for a mandatory negotiations kick-off meeting after which Offerors will be given

	RFQ Page 14 of 29	
	Section Title:	Instructions to Offerors



Request for Qualifications

Solicitation No.

BPM004397

Description:

General Contractor Job Order Contracting Statewide

Arizona Department of Administration

General Services Division

1400 W. Washington St., Ste. B200

Phoenix, AZ 85007

deadlines for submissions of their Adjustment Factors in APP for each Region for which the Offeror may be awarded.

5.6-B-(02) Adjustment Factors shall include four (4) categories for which an Offeror may be awarded:

(02) (a) One Adjustment Factor for performing Work during Normal Working Hours for Owner funded projects;

(02) (b) One Adjustment Factor for performing Work during Other Than Normal Working Hours or All Working Hours at Secure Locations for Owner funded projects;

(02) (c) One Adjustment Factor for performing Work during Normal Working Hours for Federally funded projects;

(02) (d) One Adjustment Factor for performing work during Other Than Normal Working Hours or All Working Hours at Secure Locations for Federally funded projects.

5.6-B-(03) All Unit Prices listing in the Construction Task Catalog® are priced at the net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices.

5.6-B-(04) Within each category, the Other than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Working Hours Adjustment Factor.

5.6-B-(05) Secure Locations are defined as buildings and grounds (sites) that require specific security-related criteria where access to the work site or the site's daily operations negatively affects the Contractor's productivity on a daily basis. These include but are not limited to public access and operations security. These locations require the Contractor to follow stipulated requirements to perform work at the site, without exception. Examples of such sites include but are not limited to those for the Arizona Department of Corrections and Arizona Department of Juvenile Corrections. At the Joint Scope Meeting, any areas of work that are considered Secure Locations will be identified.

5.6-C If the state is unable to negotiate a satisfactory contract with the highest qualified person or firm on the final list, the negotiations will be terminated. Negotiations may be undertaken with the next most qualified person or firm on the final list in

RFQ Page 15 of 29		
	Section Title:	Instructions to Offerors

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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sequence until an agreement is reached or a determination is made to reject all persons or firms on the final list.

5.7 Responsibility, Responsiveness, and Susceptibility

The State shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the statement of qualification's responsiveness and susceptibility for contract award.

- (1) Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
- (2) Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
- (3) Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors; This includes if the vendor or key personnel have 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;
- (4) Whether the Offeror promptly supplied all requested information concerning its responsibility;
- (5) Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
- (6) Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;
- (7) Whether the Offer limits the rights of the State;
- (8) Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
- (9) Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,

	RFQ Page 16 of 29	
	Section Title:	Instructions to Offerors

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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(10) Whether the Offeror provides misleading or inaccurate information.

5.8 Financial Stability

The Offeror must be financially stable and able to substantiate the financial stability of its company.

The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. If requested, current financial statements or other financial information deemed appropriate, must be provided within five (5) business days of request. The State reserves the right to reject any offer which does not demonstrate financial stability sufficient for the scope of this contract award.

5.9 Late Offers

An Offer submitted after the exact Offer due date and time shall be rejected.

5.10 Disqualifications

An Offeror (including each of its principals) who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.

6.0

AWARD

6.1 Best Advantage to State

The state intends to enter into negotiations with the highest qualified person or firm on the final list.

6.2 Contract Document Consolidation

At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operation; or (ii) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

6.3 Notice to Proceed

Contractors shall commence with the performance of the Contract upon receipt of a notice to proceed issued by the Procurement Officer or other authorized representatives as set forth in the Contract. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract.

6.4 Evidence of Insurance Coverage

Prior to commencing services under any awarded Contract, successful Contractor(s) shall provide and maintain during the entire term of an awarded Contract, a certificate of insurance indicating the coverage stated in the Special Terms and Conditions of this solicitation.

	RFQ Page 17 of 29	
	Section Title:	Instructions to Offerors

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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6.5 Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

6.6 Effective Date

The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7.0 PROTESTS

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder. Protests shall be in writing and be filed with both the Chief Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of the Solicitation shall be received by the agency Chief Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the Procurement Officer makes the procurement file available for public inspection. A protest shall include:

- (1) The name, address, email address and telephone number of the interested party;
- (2) The signature of the interested party or its representative;
- (3) Identification of the purchasing agency and the Solicitation or Contract number;
- (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (5) The form of relief requested.

End of Instructions to Offerors

	RFQ Page 18 of 29	
	Section Title:	Instructions to Offerors

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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SPECIAL TERMS AND CONDITIONS

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

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

1.1 Co-Op Buyer

“Co-Op Buyer” means a member of the State Purchasing Cooperative that has entered into a “Cooperative Purchasing Agreement” with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, “Co-Op Buyer” is to be construed as encompassing “eligible procurement unit” under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, “non-profit organizations” are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.2 Eligible Agency

The Contract is a “statewide” contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate.

2.0 Contract Interpretation

2.2 Contract Order of Precedence

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, Contractor shall i) provide the better quality or greater quantity of Work or ii) comply with the more stringent requirements. If the foregoing requirements do not resolve the issue of inconsistency, conflict, or ambiguity, then the following contract documents and their provisions are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions within the same sub-section below, the document or provision with the latest date prevails; information being identified in one document but not in another is not to be considered a conflict or inconsistency:

- a) Special Terms and Conditions and any accompanying Exhibits;
- b) Federal Terms and Conditions (If Applicable);
- c) Uniform Terms and Conditions;
- d) Change Orders, Amendments, and any other change to Contract;
- e) Design Requirements:

	RFQ Page 19 of 29	
	Section Title:	Special Terms and Conditions

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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- i) Specifications
- ii) Drawings
- f) Any Contract, Proposal, Job Order, Task Order and accompanying Attachments, Exhibits and Schedules;
- g) Accepted Offer;
- h) Solicitation Documents in this order:
 - i) Scope of Work
 - ii) Exhibits to the Scope of Work
 - iii) ADOA JOC Manual; and
 - iv) Any other Contract Documents not referenced by name

3.0 Contract Administration and Operation

3.1 Statewide Cooperative

The Contract is a “statewide” contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a “statewide” contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a “delivery order” sub-type of ID/IQ contract to the extent the Work is Materials, and a “task order” sub-type to the extent the Work is Services.

- 3.1.1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

<https://spo.az.gov/programs/cooperative>

- 3.1.2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
- 3.1.3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S.

	RFQ Page 20 of 29	
	Section Title:	Special Terms and Conditions



Request for Qualifications

Solicitation No.

BPM004397

Description:

General Contractor Job Order Contracting Statewide

Arizona Department of Administration

General Services Division

1400 W. Washington St., Ste. B200

Phoenix, AZ 85007

§ 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle the State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

<https://spo.az.gov/suppliers/usage-reporting>

- 3.1.4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle the State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/suppliers/usage-reporting>

- 3.1.5. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in The State's e-Procurement System, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in The State's e-Procurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. Unless and until Contractor has approved the Order in The State's e-Procurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its

RFQ Page 21 of 29		
	Section Title:	Special Terms and Conditions

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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verbal acceptance by accepting the Purchase Order electronically in The State's e-Procurement System within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in The State's e-Procurement System and if it does so the rejection will be void.

- 3.1.6. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

4.0 Costs and Payments

4.1 Liquidated Damages

Failure of Contractor to complete the Work within the time specified in the Contract, including any and all properly authorized extensions of time, will result in damages to the Agency with regard to occupancy, operations, and the specific benefits of public services, that are hereby communicated to the Contractor and contemplated by the Contractor as nullifying the inherent benefit of Agency's contractual bargain. Accordingly, as such damage is difficult to specify and formulate, Agency and Contractor agree that Contractor shall pay to Agency per day as liquidated damages for each calendar day the Work remains incomplete beyond the date fixed for Substantial Completion.

Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Contractor's performance under the Contract for matters other than delays in Completion.

	RFQ Page 22 of 29	
	Section Title:	Special Terms and Conditions



Request for Qualifications

Solicitation No.

BPM004397

Description:

General Contractor Job Order Contracting Statewide

Arizona Department of Administration

General Services Division

1400 W. Washington St., Ste. B200

Phoenix, AZ 85007

Original Contract Amount		Calendar Day or Fixed Date:
From More Than:	To and Including:	
\$ 0	\$ 100,000	\$ 350
100,000	500,000	490
500,000	1,000,000	840
1,000,000	2,000,000	910
2,000,000	5,000,000	1,190
5,000,000	10,000,000	1,540
10,000,000	-----	2,380

5.0 Contract Changes

No modifications to uniform terms and conditions section

6.0 Risk and Liability

6.1. Indemnification:

No modifications to uniform terms and conditions section

6.2. Insurance Requirements

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its 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 State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

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

	RFQ Page 23 of 29	
	Section Title:	Special Terms and Conditions

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability and XCU (explosion/collapse/underground) coverage.

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$2,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Damage to Rented Premises \$50,000

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered 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.

b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

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

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor." Such additional insured shall be covered 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.

b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

	RFQ Page 24 of 29	
	Section Title:	Special Terms and Conditions



Request for Qualifications

Solicitation No.

BPM004397

Description:

General Contractor Job Order Contracting Statewide

Arizona Department of Administration

General Services Division

1400 W. Washington St., Ste. B200

Phoenix, AZ 85007

Employers' Liability

Each Accident \$1,000,000

Disease – Each Employee \$1,000,000

Disease – Policy Limit \$1,000,000

a. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Builders Risk

Builders Risk shall be purchased in an amount equal to the initial Contract Amount plus additional coverage equal to contract amount for all subsequent change orders.

a. The State of Arizona, the Department subcontractor and any others with an insurable interest in the work shall be endorsed (Blanket Endorsements are not acceptable) in favor of "State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" as Additional Insureds on the policy.

b. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing.

c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.

d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.

e. The Builders Risk must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

f. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by the Contractor for the State of Arizona.

g. Contractor is responsible for the payment of all deductibles under the Installation Floater or Builders Risk policy.

	RFQ Page 25 of 29	
	Section Title:	Special Terms and Conditions

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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h. The Department shall be named as loss payee as our interest may appear.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed (Blanket Endorsements are not acceptable) to include, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona 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 State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the State of Arizona 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 the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

	RFQ Page 26 of 29	
	Section Title:	Special Terms and Conditions



Request for Qualifications

Solicitation No.
BPM004397
Description:

General Contractor Job Order Contracting Statewide

Arizona Department of Administration
General Services Division
1400 W. Washington St., Ste. B200
Phoenix, AZ 85007

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages 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 contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

7.0 Warranties

No modifications to uniform terms and conditions section.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

No modifications to uniform terms and conditions section.

11.0 Contractor Responsibilities

No modifications to uniforms terms and conditions section.

12.0 Agency Responsibilities

No modifications to uniform terms and conditions section.

13.0 Data and Information Handling

No modifications to uniform terms and conditions section.

14.0 Information Technology Work

14.1 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.2 Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

14.3 Cloud Applications

The following are required for the awarded Contractor of any "cloud" solution that hosts State data outside of the State's network, or transmits and/or receives State data.

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://aset.az.gov/resources/policies-standards-and-procedures>, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.

State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.

Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

End of Special Terms and Conditions

	RFQ Page 28 of 29	
	Section Title:	Special Terms and Conditions

	<p>Request for Qualifications</p> <p>Solicitation No. BPM004397</p> <p>Description: General Contractor Job Order Contracting Statewide</p>	<p>Arizona Department of Administration General Services Division 1110 West Washington Street, Suite 15 Phoenix, AZ 85007</p>
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UNIFORM TERMS AND CONDITIONS

Add

	RFQ Page 29 of 29	
	Section Title:	Uniform Terms and Conditions



Uniform Terms and General Conditions

TABLE OF CONTENTS:

1)	DEFINITION OF TERMS	1
1.1.	Acceptance	1
1.2.	Additional Work	1
1.3.	Agency	1
1.4.	Agency Designated Representative	1
1.5.	Allowance	1
1.6.	Application for Progress Payment	1
1.7.	Application for Final Payment	1
1.8.	Arizona Procurement Code; A.R.S., A.A.C.	1
1.9.	Arizona TPT	1
1.10.	As-builts	1
1.11.	Attachment	1
1.12.	Basic Work	1
1.13.	Bidding Documents	1
1.14.	Building Work	2
1.15.	Change Order	2
1.16.	Change Order Request	2
1.17.	Close Out Documents	2
1.18.	Conditional Waiver of Lien	2
1.19.	Construction	2
1.20.	Construction Contract	2
1.21.	Construction Contractor	2
1.22.	Construction Documents	2
1.23.	Contingency	2
1.24.	Contract	2
1.25.	Contract Amendment	3
1.26.	Contract Cost	3
1.27.	Contract Terms and Conditions	3
1.28.	Contractor	3
1.29.	Contractor Indemnitor	3
1.30.	Cost	3
1.31.	Day	3
1.32.	Design Change Notice	3
1.33.	Design Professional	3
1.34.	Design Professional Services	3
1.35.	Design Requirements	3
1.36.	Drawings	3
1.37.	Estimated Project Construction Cost	3
1.38.	Excusable Delay	3



1.39.	Exhibit	3
1.40.	Field Order Directive	4
1.41.	Final Completion	4
1.42.	Final Completion Certificate	4
1.43.	General Conditions of Contractor	4
1.44.	Gratuity	4
1.45.	Hazardous Waste; Release	4
1.46.	Hazardous Substance	4
1.47.	Hazardous Waste	4
1.48.	Indemnified Basic Claims	4
1.49.	Instructions to Offerors	4
1.50.	Materials	4
1.51.	Negotiation	4
1.52.	Notice to Cure	4
1.53.	Notice to Proceed	5
1.54.	Offer; Best and Final Offer (BAFO)	5
1.55.	Payment Bond	5
1.56.	Performance Bond	5
1.57.	Person	5
1.58.	Preconstruction Services	5
1.59.	Procurement Officer	5
1.60.	eProcurement System (ProcureAZ)	5
1.61.	Product Data	5
1.62.	Project	5
1.63.	Punch List	5
1.64.	Record Documents	5
1.65.	Request for Information	5
1.66.	Reimbursable Expenses	5
1.67.	Samples	6
1.68.	Schedule	6
1.69.	Schedule of Values	6
1.70.	Scope of Work	6
1.71.	Secure Locations	6
1.72.	Services	6
1.73.	Shop Drawings	6
1.74.	Site	6
1.75.	Solicitation; Solicitation Documents	6
1.76.	Special Terms and Conditions	6
1.77.	Specification	6
1.78.	State	6
1.79.	State Indemnities	6
1.80.	State Fiscal Year	6
1.81.	Stipulated Sum (Fixed Price/Lump Sum)	6
1.82.	Subconsultant	6
1.83.	Subcontract	7
1.84.	Subcontractor	7



11/19/19 Rev1billing

1.85.	Submittal Register	7
1.86.	Substantial Completion	7
1.87.	Unconditional Waiver of Lien	7
1.88.	Uniform Terms and Conditions	7
1.89.	Unit Price Work	7
1.90.	Work	7
1.91.	Work Progress Schedule	7
2.0	Contract Interpretation	7
2.1	Arizona Law	7
2.2	Contract Order of Precedence	7
2.3	Implied Terms	8
2.4	References to Statute	8
2.5	Usage	8
2.6	Independent Contractor	8
2.7	Severability	9
2.8	Complete Integration	9
2.9	No Waiver of Rights	9
3.0	Contract Administration and Operation	9
3.1.	Term of Contract	9
3.2.	Contract Extensions	9
3.3.	Notices and Correspondence	9
3.4.	Contractor Performance Evaluation	9
3.5.	Signing of Contract Amendments	10
3.6.	Click-Through Terms and Conditions	10
3.7.	Books and Records	10
3.8.	Contractor Licenses and Registration	10
3.9.	Ownership of Intellectual Property	10
3.10.	Inspection and Testing	12
3.11.	Subcontracts and Subconsultants	12
3.12.	Non-Discrimination	13
3.13.	E-Verify Requirements	13
3.14.	Offshore Performance of Certain Work Prohibited	13
3.15.	Other Contractors	13
3.16.	Work on State Premises	13
3.17.	Background Checks	14
3.18.	Advertising, Publishing and Promotion of Contract	14
4.0	Costs and Payments	14
4.1.	Additional Work	14
4.2.	Applicable Taxes	14
4.3.	Application for Payment, Construction Contractor	15
4.4.	Automated Clearing House	16
4.5.	Availability of Funds	16
4.6.	Contracted Labor Rate	16
4.7.	Contract Payment Retention	16



11/19/19 Rev1billing

4.8.	Final Completion and Payment	17
4.9.	Delay	17
4.10.	Equipment Rental	17
4.11.	Interest	17
4.12.	Payment and/or Application for Payment	17
4.13.	Project Suspension by Agency	18
4.14.	Recovery of Overpayment	18
4.15.	Reimbursable Expenses	18
4.16.	Scrap or Surplus Material	18
4.17.	Standard Hourly Rate Basis for Work	18
4.18.	Stipulated Sum (Fixed Price/Lump Sum) Basis for Work	18
4.19.	Notification of Payments	18
5.0	Contract Changes	18
5.1.	Assignments and Delegation	18
5.2.	Contract Amendments	19
5.3.	Unauthorized Contract Amendments or Orders are Void	19
5.4.	Change Orders	19
5.5.	Field Order Directive	20
5.6.	Minor Changes in the Work	21
5.7.	Claims	21
6.0	Risk and Liability	21
6.1.	Risk of Loss	21
6.2.	Basic Indemnification	21
6.3.	Patent and Copyright Indemnification	22
6.4.	Force Majeure	22
6.5.	Performance in Public Health Emergency	23
6.6.	Safety Standards	23
6.7.	Third Party Antitrust Violations	23
7.0	Warranties	23
7.1	Liens	23
7.2	Guarantees and Warranties	24
7.3	Contractor Personnel	25
7.4	Intellectual Property	25
7.5	Compliance with Laws	26
7.6	100% Construction Documents	26
7.7	Contracted Work, Errors and Omissions	26
7.8	Licenses and Permits	27
7.9	Operational Continuity	27
7.10	Performance in Public Health Emergency	27
7.11	Pandemic Contractual Performance	27
7.12	Lobbying	28
7.13	Survival of Warranties	28
7.14	Waiver of the Statute of Repose	28



8.0	State's Contractual Remedies	28
8.1	Agency's Right to Carry Out the Work	28
8.2	Consequential Damages	28
8.3	Nonconforming Tender	29
8.4	Non-exclusive Remedies	29
8.5	Right to Assurance	29
8.6	Right of Offset	29
8.7	Stop Work Order	29
9.0	Contract Termination	29
9.1	Agency Failure to Perform	29
9.2	Gratuities	29
9.3	Notice to Cure	30
9.4	Rights to Work Project	30
9.5	Suspension or Debarment	30
9.6	Termination for Conflict of Interest	30
9.7	Termination for Convenience	30
9.8	Termination for Default	30
9.9	Work Performance Continuation Required	31
10.0	Contract Claims	31
10.1	Claim Resolution	31
10.2	Mandatory Arbitration	31
11.0	Construction Contractor Responsibilities	31
11.1	Acceptance of Work	31
11.2	Additional Work	31
11.3	Allowances	32
11.4	As-Built Drawings	32
11.5	Automatic Temperature Control Design	32
11.6	Background Check	32
11.7	Bonds, Payment and Performance	32
11.8	Clean Up of Site	33
11.9	Compliance with Codes	33
11.10	Contractor Control of Site	33
11.11	Cooperation and Coordination	34
11.12	Schedule	34
11.13	Construction Cost Control	35
11.14	Construction Safety	35
11.15	Construction Meetings	35
11.16	Correction of Defects and Non-Compliant Work	35
11.17	Corrective Action Required	37
11.18	Cutting and Patching	38
11.19	Contractor Agreements, Communication	38
11.20	Energy Efficiency	38
11.21	Examination of Site	38



11/19/19 Rev1billing

11.22	Forced Substitutions	39
11.23	Hazardous Materials, Substances, or Waste	39
11.24	Inclement Weather Day	39
11.25	Inspection and Material Testing	40
11.26	Key Personnel	41
11.27	Labor and Materials	41
11.28	Liquidated Damages	43
11.29	Meeting Minutes	43
11.30	Observations	43
11.31	Pre-Bid Conference Site Visit	43
11.32	Preconstruction Conference	43
11.33	Project Close Out	43
11.34	Proposed Change Order Review	43
11.35	Proprietary Specifications	43
11.36	Recalls	44
11.37	Recovery of Work Effort	44
11.38	Record Documents	44
11.39	Requirements at Location	44
11.40	Returns	45
11.41	Schedule of Values	45
11.42	Shop Drawings, Product Data and Samples	45
11.43	Special Inspections and Testing	46
11.44	Statutory Review	46
11.45	Structural, Mechanical, Electrical, Calculations	46
11.46	Submittal Register	46
11.47	Substantial and Final Completion	46
11.48	Substitution of Material or Equipment	47
11.49	Supervision and Project Administration	47
11.50	Surplus of Materials Purchased	47
11.51	Survey Reference Points	47
11.52	Training	48
11.53	Transition	48
11.54	Unknown, Unforeseen, or Concealed Conditions	48
11.55	Utilities	48
11.56	Utility Shut Down and Start-Up	49
12.0	Agency Responsibilities	49
12.3	Errors or Omissions	49
12.4	Site Information	49
12.5	Communications	49
12.6	Contractor Agreements, Related Construction	49
12.7	Promotional Materials	49
12.8	Substitutions of Material	49
12.9	Timely Review	49
13.0	Data and Information Handling	49
13.1	Applicability	49

		11/19/19 Rev1billing
---	--	----------------------

13.2	Data Protection and Confidentiality of Information	49
13.3	Personally Identifiable Information	50
13.4	Protected Health Information	50
14.0	Information Technology Work	51
14.1	Applicability	51
14.2	Information Access	51
14.3	Pass-Through Indemnity	51
14.4	Redress of Infringement	52
14.5	First Party Liability Limitation	52
14.6	Information Technology Warranty	52
14.7	Specific Remedies	53



Uniform Terms and General Conditions

1) DEFINITION OF TERMS

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

1.1. Acceptance	"Acceptance" means the document headed "Offer and Acceptance Form" bearing the State Contract number, once Procurement Officer has signed it to signify (a) the Agency's formal acceptance of the Accepted Offer and (b) the formation of the Contract.
1.2. Additional Work	"Additional Work" means the addition of any Work, not described as Basic Work, to be provided to the Agency by the Construction Contractor that is contemplated by, but not specifically described in, an Exhibit to this Contract. Compensation for Additional Work must be approved through a Change Order or Contract Amendment.
1.3. Agency	"Agency" is used with the same meaning as "State" in the definition below.
1.4. Agency Designated Representative	"Agency Designated Representative" means the assigned representative of the Agency to monitor the progress and Schedule of the Work for the Project.
1.5. Allowance	"Allowance" means construction funds established by the Agency to compensate for a portion of the Work which cannot sufficiently be specified or determined before such Costs are incurred. The Construction Contractor shall place any and all Allowances within separate line items in the Construction Contractor's Contract Cost at time of offer submission.
1.6. Application for Progress Payment	"Application for Progress Payment" means Contractor's monthly invoice request for payment that includes any and all portions of the Work in a Contract that have been completed and accepted by the Agency for which an invoice has not been previously submitted in accordance with the requirements of the Contract Documents. Progress Payments for Contractor Work approved and certified by the Contractor and Agency signature, shall be paid less deductions to pay the expenses the Agency reasonably expects to incur in correcting a deficiency set for in an Agency written finding in accordance with A.R.S. §41-2577, and retained percentage in accordance with A.R.S. §41-2576.
1.7. Application for Final Payment	"Application for Final Payment" means Construction Contractor's final invoice for payment. The Application for Final Payment shall meet all the requirements of Applications for Payment, but shall also include any and all remaining open invoices under the Contract. After a Construction Contractor's Application for Final Payment is approved by the Agency, the Agency shall not release any additional payments to that Construction Contractor under the Contract.
1.8. Arizona Procurement Code; A.R.S., A.A.C.	"Arizona Procurement Code" means, collectively, Arizona Revised Statutes ("A.R.S.") Title 41 Chapter 23, Section 2501, <i>et seq.</i> , and the rules promulgated thereunder, Arizona Administrative Code ("A.A.C.") R2-7-101, <i>et seq.</i> NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation, therefore, you will need to be familiar with its provisions to be able to understand the Solicitation fully. Links for obtaining copies are given below. The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations The Arizona State Legislature provides the official A.R.S. online at: http://www.azleg.gov/arstitle/ The Office of the Arizona Secretary of State provides the official A.A.C. online at: http://www.azsos.gov/rules/arizona-administrative-code
1.9. Arizona TPT	"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx .
1.10. As-builts	"As-builts" shall mean the marked-up version of the Drawings and Specifications Contract Documents prepared by the Construction Contractor to record As-built conditions, current changes, and selections made during construction.
1.11. Attachment	"Attachment" means any item that the Offeror is required to submit as part of the provision of services required to design or engineer or construct the Project, as detailed in Exhibit A, "Construction Contractor Agreement".
1.12. Basic Work	"Basic Work" means the services to be provided to the Agency by the Construction Contractor described in an Exhibit.



11/19/19 Rev1billing

1.13. Bidding Documents	"Bidding Documents" means those documents prepared and furnished by the Design Professional for the purpose of obtaining bids from Construction Contractors to construct the Work.
1.14. Building Work	"Building Work" means everything covered by the definitions in A.R.S. § 41-2503 [Definitions] of the terms "Construction" (4), "Maintenance Services" (26), and "Operations Services" (28).
1.15. Change Order	"Change Order" means the instrument by which the Agency authorizes Construction Contractor to perform some or all of the Work, including but not limited, Construction Change Orders, Design Change Notices, and Field Order Directives. Consistent with A.R.S. § 41-2503(3), only the Procurement Officer responsible for this Contract has the authority to modify or amend this Contract through a signed Change Order or Contract Amendment. The Agency will only compensate Construction Contractor for Work that has been approved by the Agency through a fully authorized Change Order or Contract Amendment.
1.16. Change Order Request	"Change Order Request" means a document that informs Agency of a proposed change in the Work and appropriately describes or otherwise documents such change including Construction Contractor(s)'s response of pricing for the requested change.
1.17. Close Out Documents	"Close Out Documents" means those items required by Exhibit M-Contractor Project Closeout, and as may be further defined, identified, and required by the Contract Documents.
1.18. Conditional Waiver of Lien	<p>"Conditional Waiver of Lien" has the meaning defined in A.R.S. §33-1008 which, for convenience of reference only, is a:</p> <p>Conditional Waiver and release on Progress Payment "where the claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a progress payment and the claimant is not in fact paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release"; and</p> <p>Conditional Waiver and release on Final Payment "where the claimant is required to execute a waiver and release in exchange for or in order to induce payment of a final payment and the claimant is not paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release".</p>
1.19. Construction	"Construction" as defined in A.R.S. § 41-2503(4) means the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any real property in which the public has an interest.
1.20. Construction Contract	"Construction Contract" means any contract between the State and a Person that has or will engage in Construction Services for the benefit of the State.
1.21. Construction Contractor	"Construction Contractor" is a Person that has or had a contract with the State to engage in Construction Services for the benefit of the State.
1.22. Construction Documents	"Construction Documents" means any and all documents created by the Design Professionals that describe the Work in detail, including but not limited to, plans, specifications, revisions, addenda, and Change Orders, issued to build the project. Construction Documents created after the Contract is signed may be integrated into the Contract if, and only if, there is a properly executed Contract Amendment or Change Order to verify that integration.
1.23. Contingency	"Contingency" means an amount associated with Costs that were unforeseen by the Construction Contractor when it submitted its offer which may be authorized by the Agency through a Change Order. Construction Contractor may not proceed with Work on Contingencies without prior authorization from the Agency through a Field Order Directive or Change Order. The Agency will not compensate Construction Contractor for unauthorized Contingency Work.
1.24. Contract	<p>"Contract" means, collectively, the entire agreement between Agency and Construction Contractor, including all of the Contract Documents, the Acceptance, the Solicitation Documents, the Construction Contractor Agreement, any and all authorized Change Orders, and any Contract Amendments.</p> <p>The Contract is identified as a "Purchase Order" in ProcureAZ, since that is the terminology used in the software; use of that term in ProcureAZ is not, in any way, an attempt by the Agency to change the contractual term "Order" as defined in (paragraph 44). The terms of</p>



	this Contract are defined in this document alone. The use of different terminology, or the same terminology with a different meaning, in any State eProcurement system (including, but not limited to, ProcureAZ) does not override any term in this Contract. The Construction Contractor should contact the relevant Procurement Officer if it has any questions regarding the meaning of terms in the State's eProcurement System.
1.25. Contract Amendment	"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution without changing the general scope. Only the Procurement Officer responsible for this Contract has the authority to modify or amend this Contract. The term "Change Order" in ProcureAZ is synonymous with "Contract Amendment."
1.26. Contract Cost	"Contract Cost" means the amount for which a Construction Contractor agrees to perform the Work as set forth in its Contract with the Agency.
1.27. Contract Terms and Conditions	"Contract Terms and Conditions" means the <u>Special Terms and Conditions</u> and these Uniform Terms and Conditions taken collectively.
1.28. Contractor	For the purpose of this Contract, "Contractor" refers to any Person who has entered into a Contract with the Agency, including, but not limited to, a Design Professional or Construction Contractor.
1.29. Contractor Indemnitor	"Contractor Indemnitor" means Construction Contractor and/or any of its owners, officers, directors, agents, employees, or Subcontractors and, if applicable, their respective spouses.
1.30. Cost	<ol style="list-style-type: none"> 1) "Cost" as defined by A.R.S. § 41-2571(2), means the aggregate Cost of all Materials and services, including labor performed by force account. The Agency shall only pay for expenses explicitly authorized as part of the Work under the Contract. 2) For any changes, subject to Markup, in the Work or additional charges sought by Construction Contractor under the contract, "Cost" shall only mean actual direct labor, material, and service Costs incurred by Construction Contractor at the construction site and which are necessary to complete the Work. Such Costs shall include those from subcontractors, vendors, and material suppliers. 3) Costs, for the purpose of this section, shall exclude Markup for, including but not limited to, Costs incurred for <u>general conditions, bonds, insurance, contingency, overhead or profit.</u>
1.31. Day	"Day" means a calendar day unless otherwise specified in a particular context.
1.32. Design Change Notice	"Design Change Notice" refers to an agreement that records a change to the time for Work completion, price, and/or change in design after the initial completion of the design was reviewed and approved by the Statutory Review. The purpose of the Design Change Notice is to ensure: the changes are re-reviewed and approved by Statutory Review and the Procurement Officer; and the Contract Documents are revised in a manner that is consistent with the Design Requirements under the Contract.
1.33. Design Professional	"Design Professional" means the individual or firm with which the Agency has entered into a written Design Professional Services Contract.
1.34. Design Professional Services	"Design Professional Services" as defined in A.R.S. § 41-2571(4), means architect services, engineer services, land surveying services, geologist services or landscape architect services or any combination of those services performed by or under the supervision of a Design Professional or employees or Subconsultants of the Design Professional.
1.35. Design Requirements	<p>"Design Requirements" means, at a minimum, the purchasing Agency's written description of the Work by the Design Professional including: the required features, functions, characteristics, qualities and properties; the anticipated Schedules, including start, duration and completion; and estimated budgets applicable to the specific procurement for design and Construction and, if applicable, for operation and maintenance, and plans and specifications for the project.</p> <p>"Design requirements" may also include the following, at the purchasing Agency's discretion: Drawings and other documents illustrating the scale and relationship of the features, functions and characteristics of the project, which shall all be prepared by a design professional who is registered pursuant to A.R.S. § 32-121; and/or additional design information or documents.</p>
1.36. Drawings	"Drawing" means the Work product of the Design Professional which graphically depicts the Work.
1.37. Estimated Project Construction Cost	"Estimated Project Construction Cost" shall mean Design Professional's written estimate in the form specified by the Agency of the total Construction Cost of the Project at the various stages of the design process.
1.38. Excusable Delay	"Excusable Delay" means a delay to the Schedule approved through a Change Order that entitles the Construction Contractor to an adjustment of the Contract time for Substantial Completion, but not an adjustment of the Contract Cost.



11/19/19 Rev1billing

1.39. Exhibit	"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Contract Documents.
1.40. Field Order Directive	"Field Order Directive" refers to written directives used in advance of a Construction Change Order, as more specifically prescribed in these Uniform Terms and General Conditions.
1.41. Final Completion	"Final Completion" means the date upon which the Work is complete in accordance with the terms and conditions of the Contract, including punch list items. The date of Final Completion shall be set by the Agency as a certain number of days after Substantial Completion. Any additional or supplemental Work after this date due to Construction Contractor error or omission shall be completed by the Construction Contractor without additional compensation.
1.42. Final Completion Certificate	The "Final Completion Certificate-Exhibit L" is the certificate issued by the Design Professional and/or the Agency Designated Representative that documents, to the best of the Design Professional's and/or the Agency Designated Representative's knowledge and understanding, that Construction Contractor has completed all Work required by the Contract Documents, including, but not limited to: all of the Punch List items and pre-final Punch List items for which it is responsible; final cleanup; and Construction Contractor's provision of Record Documents, operations manuals, maintenance manuals, and any and all other Close Out Documents required by the Contract Documents and list on Exhibit M-Contractor Project Closeout.
1.43. General Conditions of Contractor	"General Conditions of Contractor" means the Construction Contractor's resources, equipment, and items used by the Construction Contractor in the Work of the Project that is used to complete the Project. The General Conditions Fee will be based on actual itemized, documented Cost.
1.44. Gratuity	"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.
1.45. Hazardous Waste Release	"Release" means any discharging, disposing, dumping, emitting, emptying, escaping, injecting, leaching, leaking, pouring, pumping, releasing, spilling, or similar action or event. "Construction Contractor Hazardous Waste Release" means any Release of a Hazardous Substance on Agency's property or adjoining property during the Work arising, in whole or in part, from acts or omissions of Construction Contractor or any Subcontractor.
1.46. Hazardous Substance	"Hazardous Substance" means a substance, material or hazardous waste which, by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating or otherwise harmful, is likely to cause death or injury.
1.47. Hazardous Waste	"Hazardous Waste" means "hazardous waste", as defined in the Resource Conservation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901, <i>et seq.</i>) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time (including, without limitation, any such waste resulting from removal of, demolition or modifications of or additions to part or all of any existing structure, facility or equipment). "Contractor Hazardous Waste" means any Hazardous Waste arising during or from Work that is generated, in whole or in part, by the acts or omissions of Construction Contractor or a Subcontractor.
1.48. Indemnified Basic Claims	"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, expert fees, attorneys' fees, and costs of claim processing, investigation and litigation, for any and all damage or equitable claims made against the Agency, including, but not limited to, personal injuries, death, property damages (real, personal, tangible or intangible), and injunctive relief.
1.49. Instructions to Offerors	"Instructions to Offerors" are those instructions in the Solicitation Documents.
1.50. Materials	"Materials" means, as defined in A.R.S. § 41-2503(7) "all property, including equipment, supplies, printing, insurance, and leases of property [but] does not include land, a permanent interest in land or real property or leasing space." Materials includes software, unless the software is sold or provided as a service under the Contract. Software sold or provided as a service under the Contract is both a Material (to the extent it consists of encoded information or computer instructions) and a service, as described in "Services"



1.51. Negotiation	"Negotiation" means, as defined in A.A.C. R2-7-101(32), an exchange or series of exchanges between the Agency and an offeror or Construction Contractor that allows the Agency or the offeror or Construction Contractor to revise an offer or Contract, unless revision is specifically prohibited by the Arizona Procurement Code.
1.52. Notice to Cure	"Notice to Cure" means a written letter from a Procurement Officer to cure an event of default and/or an anticipatory breach of Contract setting forth a time limit in which the cure is to be completed or commenced and diligently prosecuted.
1.53. Notice to Proceed	"Notice to Proceed" means the written document from the Project Manager, by letter or email, informing Design Professional and/or Construction Contractor of the date designated as the date of commencement of construction and the date of Substantial Completion.
1.54. Offer; Best and Final Offer (BAFO)	"Offer," and "Best and Final Offer" ("BAFO") are each defined in the <u>Instructions to Offerors</u> .
1.55. Payment Bond	"Payment Bond" means a bond issued by a surety authorized to transact business in this State, issued in the amount for the Contract Cost and is payable to Agency, solely for the protection and use of payment bond beneficiaries pursuant to A.R.S. § 41-2574.
1.56. Performance Bond	"Performance Bond" means a bond issued by a surety authorized to transact business in this State, issued in the amount for the Contract Cost and is payable to State, to guarantee the faithful performance of the Work by the Construction Contractor in accordance with the Contract Documents pursuant to A.R.S. § 41-2574.
1.57. Person	"Person" means any corporation, business, individual, firm, partnership, association, union, committee, club, or other organization or group of individuals.
1.58. Preconstruction Services	"Preconstruction Services" means services and other activities during the Design Phase.
1.59. Procurement Officer	"Procurement Officer" means the person, or his or her designee, who has been duly authorized by Agency to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.
1.60. eProcurement System (APP)	"eProcurement System" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201, as set forth in the Arizona Department of Administration State Procurement Office policy document Technical Bulletin No. 020, APP – The Official State eProcurement System. NOTE (1): Technical Bulletin No. 020 is available online at: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations NOTE (2): The URL for APP itself is: https://appstate.az.gov/
1.61. Product Data	"Product Data" means illustrations, Schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Construction Contractor to illustrate Materials or equipment for some portion of the Work.
1.62. Project	"Project" means any and all activities necessary for realization of the Work. This includes but is not limited to design, Contract award(s), execution of the Work itself, and fulfillment of all Contract and warranty obligations.
1.63. Punch List	"Punch List" means a list of items of Work to be completed or corrected by Construction Contractor after Substantial Completion. Punch Lists indicate items to be finished, remaining Work to be performed, or minor Work that does not meet quality or quantity requirements as required in the Contract Documents.
1.64. Record Documents	The term "Record Documents" shall mean those documents including, but not limited to, the updated version of the Construction Documents prepared by the Construction Contractor incorporating any Attachments, Exhibits, Change Orders, and information from the As-Built and other data furnished by Construction Contractors to the Agency.
1.65. Request for Information	"Request for Information" (RFI) means a written request by Construction Contractor directed to the Agency or Agency Designated Representative for a clarification of the information provided in the Contract Documents or direction concerning information necessary to perform the Work that may be omitted or unclear from the Contract Documents.
1.66. Reimbursable Expenses	"Reimbursable Expenses" means a limited range of Costs approved by the Agency for which the Construction Contractor can receive compensation under the Contract for amounts expended in the interest of the Project. Unless otherwise detailed in the Scope of Work or limited by other Agency policies, and subject to review and approval by the Agency.



	<p>the following, and only the following, are the categories of Costs which may be Reimbursable Expenses:</p> <p>Subject to the cost limitation of the State of Arizona Travel Policy, transportation costs accrued in furtherance of Work and under the Contract and Agency authorized out-of-town travel and subsistence;</p> <p>Fees paid to governmental entities that ensure Agency compliance with any applicable laws or codes;</p> <p>Costs paid toward reproduction, plots, standard form documents, postal charges;</p> <p>If requested and approved by the Agency, costs paid for surveys, requests and special requests.</p> <p>Construction Contractor shall not exceed the approved Reimbursable Expense amount stated in the Contract without prior written approval of the Agency through a Contract Amendment.</p>
1.67. Samples	"Samples" mean representative physical examples of Materials, equipment, or workmanship used to confirm compliance with requirements and/or to establish standards for use in execution of the Work.
1.68. Schedule	"Schedule" means the timetable which sets forth pertinent milestones, reviews, critical path of activities and other deadlines for timely completion of the Work for the Project prepared by Construction Contractor and accepted by Agency. The Schedule shall not exceed the time limit current under the Contract Documents unless approved by Agency through a Contract Amendment.
1.69. Schedule of Values	"Schedule of Values" means the detailed breakdown of the original Contract Cost for the Materials, labor, and equipment necessary to accomplish the Design and/or Construction Work.
1.70. Scope of Work	"Scope of Work" means the Requirements Document of the Solicitation Documents. Scope of Work is inclusive of the Project program for design Work and the Construction Documents for performance of the construction Work.
1.71. Secure Locations	"Secure Locations" means those buildings and grounds (Sites) that require specific security-related criteria where access to the Work Site or the Site's daily operations negatively affects the Construction Contractor's productivity on a daily basis.
1.72. Services	"Services" as defined in A.R.S. § 41-2503(35), means "the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in Materials.
1.73. Shop Drawings	"Shop Drawings" mean the drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data prepared by Construction Contractor or its Subcontractors which detail a portion of the Work.
1.74. Site	"Site" means the geographical location of the Work for the Project.
1.75. Solicitation; Solicitation Documents	"Solicitation" and "Solicitation Documents" are defined in the <u>Uniform Instructions to Offerors</u> .
1.76. Special Terms and Conditions	"Special Terms and Conditions" are contained in the Special Terms and Conditions section of the Solicitation Documents.
1.77. Specification	"Specification" has the meaning given in A.R.S. § 41-2561, which, for convenience of reference only, is "... any description of the physical or functional characteristics, or of the nature of a Material, service or construction item. Specification may include a description of any requirement for inspecting, testing or preparing a Material, service or construction item for delivery." Specifications (if any are included in the Contract), are indexed in the <u>Scope of Work</u> and could be bound separately from the other documents forming the Contract.
1.78. State	With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each eligible Agency who has issued the Order.
1.79. State Indemnitees	"State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
1.80. State Fiscal Year	"State Fiscal Year" means the period beginning each July 1 and ending each June 30.



1.81. Stipulated Sum (Fixed Price/Lump Sum)	"Stipulated Sum (Fixed Price/Lump Sum)" means the complete and total amount the Construction Contractor is obligated to complete the Work barring unforeseen conditions, Agency change to the Scope of Work, or other circumstances set forth in the Contract.
1.82. Subconsultant	"Subconsultant" as defined in A.R.S. § 41-2571, means any person, firm, partnership, corporation, association or other organization, or a combination of any of them, that has a direct Contract with Construction Contractor or another subconsultant to perform a portion of the Work.
1.83. Subcontract	"Subcontract" means any Contract, express or implied, between Construction Contractor and another party or between a Subcontractor and/or Subconsultant and another party delegating, in whole or in part, the making or furnishing of any Materials, the performing of any Services, or the carrying out of any other aspect of the Work.
1.84. Subcontractor	"Subcontractor" as defined in A.R.S. § 41-2503(38), is "... a person who contracts to perform Work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a Contract with a state governmental unit . . ." The Contract is to be construed as "a Contract with a state governmental unit" for purposes of the definition. Any Person carrying out an element of the Work who is neither a Construction Contractor nor a representative of the State is a Subcontractor from the moment that Person first carries out that element of the Work, regardless of whether a Contract exists between that Person and the Construction Contractor, then or subsequently.
1.85. Submittal Register	"Submittal Register" means a list provided by Construction Contractor of all items to be furnished for review and approval by Construction Contractor and/or Agency and as identified in the Contract Documents including submittal dates.
1.86. Substantial Completion	Substantial Completion" means the date determined and certified by the Design Professional's and/or Agency Designated Representative's signature, when the Work, or a designated portion thereof, is sufficiently complete, in accordance with the Contract, so as to be operational, fit for the use intended, and so the Agency may occupy the Work.
1.87. Unconditional Waiver of Lien	"Unconditional Waiver of Lien" has the meaning defined in A.R.S. §33-1008. An Unconditional Waiver of Lien on Progress Payment is "where the claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a Progress Payment and the claimant asserts in the waiver that it has been paid the Progress Payment". Unconditional Waiver of Lien on Final Payment is "where the claimant is required to execute a waiver and release in exchange for or in order to induce payment of a Final Payment and the claimant asserts in the waiver that it has been paid the Final Payment".
1.88. Uniform Terms and Conditions	The "Uniform Terms and Conditions" are made up of this document and whichever of the <u>Appendices</u> are indicated in the <u>Special Terms and Conditions</u> as being applicable.
1.89. Unit Price Work	"Unit Price Work" means the Work, or a portion of the Work, paid for based on incremental units of measurement.
1.90. Work	"Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Construction Contractor(s)'s obligations and duties under the Contract in conformance with the Contract and applicable laws. "Work" shall refer to any and all authorized Basic and/or Additional Work.
1.91. Work Progress Schedule	"Work Progress Schedule" means the continually updated time Schedule prepared and monitored by Construction Contractor that accurately indicates all necessary appropriate revisions as required by the conditions of the Work and the Project while maintaining a concise comparison to the Schedule.
2.0 Contract Interpretation	
2.1 Arizona Law	The Contract is governed by, and is to be interpreted in accordance with, the laws of the State of Arizona, including, but not limited to the Arizona Procurement Code, without consideration of conflict of laws principles
2.2 Contract Order of Precedence	<ol style="list-style-type: none"> 1) COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary and all provisions are to be interpreted as a single, united contract. If certain Work, requirements, obligations, or duties are set out only in one but not in another, Construction Contractor shall carry out the Work as though the relevant Work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results. 2) CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, Contractor shall i) provide the better quality or greater quantity of Work or ii) comply with the more stringent requirements. If the foregoing requirements do not resolve the issue of inconsistency, conflict, or ambiguity,



	<p>then the following contract documents and their provisions are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions within the same sub-section below, the document or provision with the latest date prevails; information being identified in one document but not in another is not to be considered a conflict or inconsistency:</p> <ul style="list-style-type: none">a) Special Terms and Conditions and any accompanying Exhibits;b) Federal Terms and Conditions (If Applicable);c) Uniform Terms and Conditions;d) Change Orders, Amendments, and any other change to Contract;e) Any Contract, Proposal, Job, Order, Task Order and accompanying Attachments, Exhibits and Schedules;f) Design Requirements:<ul style="list-style-type: none">i) Specificationsii) Drawings;g) Accepted Offer;h) Solicitation Documents in this order:<ul style="list-style-type: none">i) Scope of Workii) Exhibits to the Scope of Workiii) Any other Contract Documents not referenced by name
2.3 Implied Terms	Each provision of law and any terms required by law to be in the Contract are a part of the Contract as if fully stated in it.
2.4 References to Statute	The above Definitions of Terms includes statutory language for convenience. If any definition in the Contract references a statute without modification, the current statutory language, not the stated definition in the Contract, will take priority in any interpretation of the Contract.
2.5 Usage	<p>1) Where the Contract:</p> <ul style="list-style-type: none">a) Assigns obligations to the Construction Contractor, any reference to "Construction Contractor" is to be construed to be a reference to "Construction Contractor" and all Subconsultants and/or Subcontractors whether or not they are first-tier, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Construction Contractor's and the Subconsultants and/or Subcontractors respective agents, representatives, and employees" in every instance unless the context plainly requires that it is a reference only to Construction Contractor as apart from Subconsultants and/or Subcontractors;b) Uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [Definitions]. For clarity of intent, any right given to Agency using "State may" or a like construction, denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that the Agency's discretion extends to whatever is in the best interest of the Agency;c) Uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [Definitions]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition;d) Uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes" in every instance;



	<p>e) Uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and</p> <p>f) Uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.</p>
2.6 Independent Contractor	Construction Contractor is an Independent Contractor and shall act in an independent capacity in performance under the Contract. Neither party is, or is to be construed to be, the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.
2.7 Severability	The provisions of this Contract are severable to the extent allowed under Arizona contract law. Any term or condition deemed or adjudged illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract.
2.8 Complete Integration	The Contract, including any documents incorporated into the Contract by reference and any authorized Contract Amendments and Change Orders, is intended by the parties to be a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing can independently bind the Agency to changes to the Contract. The Agency may avoid any unauthorized modifications to the Contract.
2.9 No Waiver of Rights	Either party's failure to insist on strict performance of any term or condition of the Contract is not, and is not to be construed as being, nor will it be deemed, a waiver of that term or condition or a bar to, or diminishment of the right of, subsequent enforcement of any term or condition.
3.0 Contract Administration and Operation	
3.1. Term of Contract	The term of the Contract will commence on the date indicated on the Acceptance and continue for the period specified in the <u>Special Terms and General Conditions</u> unless canceled, terminated, or permissibly extended. If the <u>Special Terms and General Conditions</u> do not specify a period, then the Contract will remain in force for that period required for Final Completion of the Work for the Project, including required extensions thereto, unless discontinued by any of the several provisions contained elsewhere in the Contract, but no longer than 5 years total. Agency has no obligation to extend or renew the Contract past the initial term.
3.2. Contract Extensions	Agency may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the period specified in the <u>Special Terms and Conditions</u> . If the <u>Special Terms and Conditions</u> do not specify a period, then a reasonable period of time, but no more than an aggregate of 5 (five) years. Nothing herein shall negate Construction Contractor's obligation to continuously perform the Work with adequate manpower and due diligence.
3.3. Notices and Correspondence	<p>1) TO CONSTRUCTION CONTRACTOR. Unless stated otherwise in the <u>Special Terms and General Conditions</u>, Agency shall:</p> <p>a) Address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding APP Vendor Profile; and</p> <p>b) Address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated in the Construction Documents.</p> <p>2) TO AGENCY. Unless stated otherwise in the Special Terms and General Conditions, Contractor shall:</p> <p>a) Address all Contract correspondence and formal notices to the Agency Procurement Officer indicated in Exhibit A "Agreement."</p> <p>b) CHANGES. Agency may change the designated Procurement Officer, update contact information, or change the applicable mailing address.</p> <p>3) Notice is deemed served when emailed or mailed.</p>



3.4. Contractor Performance Evaluation	The Agency may evaluate the Construction Contractor's performance during the progress of the Work, at completion of a phase of Work for the Project, completion of the Work, or any of the foregoing. The Agency shall retain the evaluation(s) in the procurement file. The Agency will use the evaluation(s) in determining the responsibility of the Construction Contractor for any award of a future contract for the next five (5) years. If the Construction Contractor or any of the Construction Contractor's Subconsultants and/or Subcontractors commit a breach of the contract for the project, the Agency will use the responsibility analysis for future projects for five (5) years after the date of breach of the Construction Contractor's Subconsultants and/or Subcontractors (where applicable) for future contract awards with the Agency or Subcontracts on Agency Projects. Construction Contractor may comment or take exception to any rating in accordance with the State's protest policies.
3.5. Signing of Contract Amendments	<ol style="list-style-type: none">1) Construction Contractor's counter-signature – or "approval" in APP, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:<ol style="list-style-type: none">a) Extension of the term of the Contract within the maximum aggregate term;b) Revision to Procurement Officer appointment or contact information; orc) Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other Material aspect of the Contract.2) In every case other than those listed in a), b), and c) above, the signatures of all required parties – or "approval" in APP, in the case of a Change Order – is necessary to give it effect.3) If the initial scope of the Project is changed materially by the Agency, the Construction Contractors compensation will be equitably adjusted through negotiation upon execution of a Contract Amendment.
3.6. Click-Through Terms and Conditions	Unless expressly stated otherwise in the <u>Special Terms and Conditions</u> , if either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Construction Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of Agency do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized Agency user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Agency user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.
3.7. Books and Records	<ol style="list-style-type: none">1) RETAIN RECORDS. By A.R.S. § 41-2548(B), Construction Contractor shall retain and shall contractually require each Subconsultant and/or Subcontractor to retain books and records relating for any Cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.2) RIGHT TO AUDIT. The retained books and records are subject to audit by Agency during that period. By A.R.S. § § 35-214 and 41-2548(B), Construction Contractor shall retain and shall contractually require each Subconsultant and/or Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by Agency during that period.3) AUDITING. Construction Contractor or Subconsultant and/or Subcontractor shall either make all such books and records under subparagraphs 2) and 3) available to Agency at all reasonable times or produce the records at a designated Agency office on Agency's demand, the choice of which being at Agency's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities. Any Person who obstructs or impairs an audit being conducted or about to be conducted in relation to any contract or subcontract with the State may be found guilty of a class 5 felony under A.R.S. § 35-215.



3.8. Contractor Licenses and Registration	Construction Contractor shall maintain current all federal, state and local licenses, registrations and permits required for the operation of its business in general, for its operations under the Contract, and, unless expressly stated otherwise in the <u>Special Terms and Conditions</u> , for the Work itself.
3.9. Ownership of Intellectual Property	<ol style="list-style-type: none">1) PRE-EXISTING MATERIAL. All pre-existing software and other Materials developed or otherwise obtained by or for Construction Contractor or its affiliates independently of the Contract are not part of the Work instruments of service to which rights are granted state under subparagraph 3) below, and will remain the exclusive property of Construction Contractor, provided that:<ol style="list-style-type: none">a) any derivative Works of such pre-existing Material or elements thereof that are created pursuant to the Contract are part of the Work instruments set forth below;b) any elements of derivative Work of such pre-existing Material that was not created pursuant to the Contract are not part of that Work instrument; andc) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Construction Contractor's or its affiliates' ownership of such pre-existing Materials.2) JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.3) DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the <u>Special Terms and Conditions</u>, the Contract does not preclude Construction Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to Agency hereunder.4) OWNERSHIP AND USE OF DOCUMENTS. The Construction Contractor agrees all Project information, including but not limited to, notes, plans, Drawings, Specifications photos, studies, computer programs, Schedules, technical reports, prototypes and AutoCAD design backgrounds, or other Work instruments produced by the Construction Contractor under this Contract necessary to complete the Work, are the property of the Agency. The Construction Contractor agrees to continue to supply the Project AutoCAD design backgrounds to the Agency for other projects outside the scope of this Contract, as requested by the Agency. The Construction Contractor shall also provide the Agency high quality copies on Agency-approved media of updated drawings and reproducible copies of specifications as specified. The cost of such copies will be reimbursed by the Agency to the Construction Contractor as a Reimbursable Expense. The Construction Contractor may not provide copies of or otherwise use the Work instruments in any5) The Construction Contractor agrees that items such as plans, Drawings, Specifications photos, studies, computer programs, Schedules, technical reports, or other Work products which is/are specified to be delivered under this Contract, and which is/are to be paid for by the Agency, is/are subject to the rights of the Agency in effect on the date of this Contract. These rights include the right to use, duplicate and disclose such items in whole or in part, in any manner and for whatever purpose, and to have others do so. The Construction Contractor shall not copyright or otherwise claim Ownership of the Work instruments of service for the Project. The Construction Contractor shall include in its Subconsultants and/or Subcontractors Contracts appropriate provisions to achieve the purpose of this section.6) Construction Contractor shall give Agency full ownership of, including any and all necessary permissions to use, every aspect of the Work, unless explicitly excluded by law or contract, including the ability to create new structures based on the design Specifications and Drawings.7) In the event of any dispute with the Construction Contractor regarding any breach or default of this Contract, the Agency shall have the right to possess and use any and all plans, Specifications, Drawings, documentation, reproducibles, Design Requirements, and any other Materials necessary to complete the project.8) Notwithstanding anything to the contrary, Agency, at all times, shall have unlimited rights to copy and use in connection with the Project any and all Design Requirements and/or Materials prepared by Construction Contractor for the Project at no additional Cost to Agency, regardless of degree of completion. Construction Contractor also



11/19/19 Rev1billing

	<p>grants to Agency a royalty free license to all such any and all Design Requirements and/or Materials to which Construction Contractor may assert any rights under patent or copyright laws.</p> <p>a) Construction Contractor hereby assigns outright and exclusively to Agency all copyrights to any and all Design Requirements and/or Materials created for, or used in, the Project.</p> <p>b) Construction Contractor, as part of its agreements with any Subcontractors and/or Subconsultants, will secure such license and use rights from each such entity to all copyrights to any and all Design Requirements and/or Materials created for, or used in, the Project, and shall defend, indemnify and hold Agency harmless from any claims by such entities for copyright or patent infringement.</p>
3.10. Inspection and Testing	<p>By A.R.S. § 41-2547, State may at reasonable times inspect the part of Construction Contractor's or Subcontractor's or Subconsultant's plant or places of business related to performance under the Contract. Accordingly, Construction Contractor agrees to permit (for itself) and ensure (for Subcontractors or Subconsultants) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, Work-in-progress, components, or unfinished Materials that are to be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Construction Contractor will owe State reimbursement or payment of all Costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, Work, components, or unfinished Materials will of itself constitute acceptance by State of those things. State inspection of, or failure to detect an issue, error, or omission at, the place of business or plant of a Construction Contractor, Subcontractor, or Subconsultant does not, in any way, excuse that Construction Contractor, Subcontractor, or Subconsultant from any obligation under this Contract.</p>
3.11. Subcontracts and Subconsultants	<p>1) INITIAL LIST. Prior to Contract execution, Construction Contractor's candidate Subcontractors and/or Subconsultants were identified in their Offer if required.</p> <p>2) ADDITIONAL NAMES. Construction Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor or Subconsultant that (a) was not listed at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Construction Contractor shall submit a written request sufficiently in advance of the need date for those Materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.</p> <p>3) FLOW-DOWN. Construction Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract and/or Subconsultant agreement by inclusion or by reference. Subconsultants and/or Subcontractors shall incorporate the provisions, terms, and conditions of the Contract into their Subcontracts. When making any post-execution consent requests, Construction Contractor shall include its warrant that it will do the same for the pending Subcontract and/or Subconsultant covered by the request. Entering into Subcontract and/or Subconsultant agreement will not relieve Construction Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the Work of Subconsultants and/or Subcontractors. Nothing contained in any Subcontract and/or Subconsultant agreement will create or is to be construed as creating any contractual relationship between Agency and the Subconsultants and/or Subcontractors.</p>
3.12. Non-Discrimination	<p>Construction Contractor shall comply with [Arizona] State Executive Order No. 2009-09 and all other applicable federal and state laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.</p>
3.13. E-Verify Requirements	<p>As required by A.R.S. § 41-4401, Construction Contractor and each Subconsultants and/or Subcontractors warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Construction Contractor and each Subconsultants and/or Subcontractors acknowledge that under A.R.S. § 41-4401, Agency retains the legal right to inspect the papers of any Construction</p>



	Contractor or Subconsultants and/or Subcontractors employee who Works under the Contract to ensure that Construction Contractor or Subconsultants and/or Subcontractors employee is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a Material breach of the Contract that is subject to penalties up to and including termination of the Contract.
3.14. Offshore Performance of Certain Work Prohibited	Construction Contractor shall only perform those portions of the Work that directly serve the Agency or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the <u>Specifications</u> or the <u>Scope of Work</u> , this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to Work performed by Subconsultants and/or Subcontractors at all tiers.
3.15. Other Contractors	<ol style="list-style-type: none">1) Agency may undertake with its own forces or award other contracts to the same or Other Contractors for additional or related Work.2) In such cases, Contractor shall cooperate fully with Agency's employees and such Other Contractors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its Work to the related Work by others.3) Where the Contract requires handing-off Contractor's Work to others, Contractor shall cooperate as Agency instructs regarding the necessary transfer of its Work product, services, or records to Agency or the Other Contractors.4) Contractor shall not commit or permit any act that interferes with the Agency's or Other Contractor's performance of their Work, provided that, Agency shall enforce the foregoing section equitably among all its Contractors so as not impose an unreasonable burden on any one of them.5) Agency shall be reimbursed by Contractor for Costs incurred by Agency which are payable to an Agency separate Contractor because of delays, improperly timed activities, or defective design or construction by Contractor. Agency will equitably adjust the Contract by Change Order for Costs incurred by Contractor because of delays, improperly timed activities, damage to the Work or defective design or construction by an Agency separate Contractor.6) Should the Work be interrupted or hindered by the Agency or Contractor, the Contractor shall be entitled to an extension of time pursuant to the paragraph "Change Orders" in an amount equal to such interruption or hindrance but such interruption or hindrance shall not constitute a claim for damages nor for loss of anticipated profits by the Contractor.
3.16. Work on State Premises	<ol style="list-style-type: none">1) COMPLIANCE WITH RULES. Construction Contractor is responsible for ensuring that its personnel comply with Agency's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. Construction Contractor shall comply with State security requirements in order to deliver, install, or perform at that particular location without entitlement to any additional compensation or additional time for performance even if those particular requirements are not expressly stated in the Contract.2) PROTECTION OF GROUNDS AND FACILITIES. Construction Contractor shall deliver and perform the Services without damaging any State grounds or facilities. Construction Contractor shall promptly repair or replace any damage caused by Construction Contractor, or any of its Subcontractors or Subconsultants, at its own expense, subject to whatever instructions and restrictions Agency needs to make to prevent inconvenience or disruption of operations. If Construction Contractor fails to make the necessary repairs or replacements in a timely manner, Agency will be entitled to exercise its remedies available under the Contract.
3.17. Background Checks	<ol style="list-style-type: none">1) Each of Construction Contractor's personnel who is performing Work with information technology, correctional facilities, proprietary and sensitive data or confidential or access-restricted or in an Agency defined secured area, or as otherwise requested by Agency, must undergo the security clearance and background check procedure, which includes fingerprinting.2) Construction Contractor shall obtain and pay for the security clearance and background check and shall incorporate Cost in the Construction Contractor's offer submitted to perform the Work.



	Construction Contractor personnel who will have administrator privileges on a State network must additionally provide identity and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.
3.18. Advertising, Publishing and Promotion of Contract	Contractor shall not advertise, promote, or otherwise use information concerning the Contract for commercial benefit without the prior written approval of Procurement Officer. The Procurement Officer may withhold approval at his or her discretion.
4.0 Costs and Payments	
4.1. Additional Work	<ol style="list-style-type: none"> 1) Compensation for Additional Work will be in accordance with basis for compensation established in the Contract. 2) Compensation for Additional Services will be determined either on a Standard Hourly Rate with a Not-to-Exceed-Maximum-Amount ("Standard Hourly Rate") fee basis in Contract or as a Stipulated Sum fee basis, as amended to the Contract, through Contract Amendment or Change Order, by the Procurement Officer. 3) Before Additional Work may be performed or additional Costs incurred beyond the specified approved Contract for the Project, both the Agency and Construction Contractor must execute a written Contract Amendment or Change Order. 4) The Agency is not responsible for actions of the Construction Contractor or its Subconsultants and/or Subcontractors for any Costs incurred by the Construction Contractor or its Subconsultants and/or Subcontractors relating to Additional Work prior to the execution of a Contract Amendment or Change Order. 5) Any Additional Work must be performed within the time period established in the Contract Amendment or Change Order for the Project. 6) The Agency shall only approve of requests for Additional Work due to: <ol style="list-style-type: none"> a) need for additional design; b) acts or omissions of the Agency; c) significant changes to the Project; or d) need to provide services due to the default of another Contractor.
4.2. Applicable Taxes	<ol style="list-style-type: none"> 1) CONSTRUCTION CONTRACTOR TO PAY ALL TAXES. Agency is subject to Arizona Transaction Privilege Tax (TPT). Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Construction Contractors' responsibility (as seller) to remit. Construction Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from Agency will not relieve Construction Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the <u>Commercial Document</u>, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Construction Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel. 2) TAX INDEMNITY. Construction Contractor shall hold Agency harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related Costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.
4.3. Application for Payment, Construction Contractor	<ol style="list-style-type: none"> 1) The Construction Contractor shall submit to the Agency an itemized Application for Payment completed and accepted in accordance with the Schedule of Values. Such application shall be supported by such data substantiating the Construction Contractor's right to payment as the Agency requires below, and reflecting retainage, if applicable. 2) The Application for Payment (Exhibit H) shall: <ol style="list-style-type: none"> a) be an accurate reflection of the progress of the Work; b) contain line items based on the Schedule of Values; c) bear the notarized signature of Construction Contractor; d) bear the signature of the Design Professional if contracted to perform Construction Phase Services; e) only be paid after approval by the Agency Designated Representative; and



	<p>f) not include Subcontracted items or any other items for which Construction Contractor does not intend to pay.</p> <p>3) Unless otherwise stated in the Special Terms and Conditions, the Construction Contractor is required to include the following, at a minimum:</p> <ul style="list-style-type: none">a) Construction Contractor Name and Address;b) Subcontractor's Name, Remit to Address and Contact Information, andc) All backup documentation to Application for Payment, detailed prior to showing subtotals for each item for Construction Contractor and Subcontractor (e.g., labor detail, Materials, and tax listed in separate line items). <p>4) Applications for Payment may include requests for payment on account of changes in the Work which have been properly authorized and executed by the Agency in Change Orders.</p> <p>5) Applications for Payment may not include requests for payment of amounts the Construction Contractor does not intend to pay to a Subcontractor or Material supplier because of a dispute or other reason.</p> <p>6) Applications for payment shall be made on account of Materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work.</p> <ul style="list-style-type: none">a) If approved in advance by the Agency, payment may similarly be made for Materials and equipment suitably stored off the Site at a location agreed upon in writing in accordance with Arizona General Accounting Office policies.b) Payment for Materials and equipment stored on or off the Site shall be conditioned upon compliance by the Construction Contractor with procedures to establish the Agency's title to such Materials and equipment or otherwise protect the Agency's interest, and shall include applicable insurance, storage and transportation to the Site for such Materials and equipment stored off the Site. <p>7) The Construction Contractor further warrants that upon submittal of any Progress Application for Payment all Work for which Applications for Payment have been previously issued and payments received from the Agency shall, to the best of the Construction Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Construction Contractor, Subcontractors, Material suppliers, or other persons or entities making a claim by reason of having provided labor, Materials, and equipment relating to the Work by also submitting a Conditional Waiver of Lien form with the Application for Payment.</p> <p>8) At the time of submittal for payment of retainage, if requested by the Construction Contractor prior to the Final Application for Payment, and at Final Application for Payment, Construction Contractor shall provide the Agency with all items contained in Contractor Project Closeout-Exhibit M.</p> <p>9) Agency shall not accept improper or incorrect Application for Payment until corrections have been made.</p> <p>10) A Progress Payment shall not be made to Construction Contractor until the Application for Payment has been certified.</p> <p>11) Final Payment shall not be made to Construction Contractor until a Final Completion Certificate has been issued.</p>
4.4. Automated Clearing House	Agency may pay invoices through an Automated Clearing House (ACH). In order to receive payments in this manner, Construction Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: https://gao.az.gov/afis/vendor-information
4.5. Availability of Funds	By A.R.S. § 35-154, every State payment obligation under the Contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the Contract, State may terminate the Contract at the end of the period for which funds are available, or, at State's discretion, allow appropriate amendment to the Contract. No liability will accrue to State if it exercises the foregoing right or discretion, and State will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
4.6. Contracted Labor Rate	<p>1) The contracted labor rates are the fully-burdened and marked-up billing rates for Construction Contractor's labor Exhibit C</p> <p>2) The rates are deemed to be inclusive of the actual gross wages plus all:</p> <ul style="list-style-type: none">a) Applicable payroll taxes, non-payroll employer burden, workers' compensation contributions and health and welfare benefit contributions;



	<ul style="list-style-type: none">b) Retirement or other pension contributions, vacation, sick time or other paid leave allowances and the like;c) Required home office support, corporate or subordinate licenses or registrations, corporate insurance, professional association fees, advertising, time and travel by any of Construction Contractor personnel other than billable personnel and any bonuses or other incentives for all personnel (including billable Personnel);d) Insurance coverages to be provided by Construction Contractor under the Contract; ande) Profit. <ul style="list-style-type: none">3) The rates are not subject to overtime or other premium time unless expressly stated otherwise.4) Prior to Construction Contractor finalization of Subconsultants and/or Subcontractors contracts, the Agency shall review and approve Subconsultants and/or Subcontractors hourly rates.
4.7. Contract Payment Retention	<p>To the extent that Contracts for Construction do not include Design Services, preconstruction services, finance services, maintenance services, operations services or any other related Services, retention amounts in Progress Payments will be made or paid in accordance with A.R.S. § 41-2576.</p> <p>Construction Contractor may elect to substitute security in the same amount as the retainer in lieu of retention pursuant to A.A.C. R2-7-509 and R2-7-510. The Agency shall not accept any substitute security unless it is accompanied by a signed and acknowledged waiver of any right or power of the obligor to set off any claim against either the Agency or the Construction Contractor in relationship to the security assigned pursuant to A.R.S. § 41-2576(D).</p> <p>The Agency will retain 10% of the amount of each estimated Progress Payment until final completion and acceptance unless, upon written request from the Construction Contractor, at the half-way point of the Project (as determined by the Work Progress Schedule) if the Agency has determined that the Work is satisfactory, then half of the retainer will be released to the Construction Contractor.</p> <p>If the Agency determines that this condition has been met, then the percentage of subsequent retainers will decrease from 10% to 5%.</p> <p>At any subsequent point in the Project, if the Agency finds that the Construction Contractor's Work is less than satisfactory, then the retainer will revert to 10%.</p> <p>Absent a specific written finding by the Agency with a reason to delay the release of the retained amount, the retainer described in this section will be released within sixty (60) days of the Agency's acceptance of the Work and approval of the Application for Final Payment.</p> <p>If the Agency determines that the Work is not acceptable for any reason, it must make a specific written finding of the reason why the Work is not acceptable; then may retain an amount of payments sufficient to pay or discharge the expenses the Agency reasonably expects to incur to correct the issue with the Work that was set forth in the written finding.</p>
4.8. Final Completion and Payment	<ul style="list-style-type: none">1) When Construction Contractor deems Work fully complete, Construction Contractor will notify Agency.2) A Certificate of Final Completion shall set forth the date of Final Completion and shall be executed by Agency and/or Design Professional.3) Neither Final Payment nor any final release of retention will be made until Construction Contractor submits the following documents to Agency:<ul style="list-style-type: none">a) Affidavit that payments, bills for equipment and Materials, and all indebtedness incurred for Construction have been paid or satisfied;b) Certificate evidencing that insurance required by Contract Documents remains in force pursuant to the terms of the Contract and will not expire until 30 days written evidence is given to Agency; andc) Any items required by Exhibit M-Contractor Project Closeout.



4.9. Delay	<ol style="list-style-type: none">1) Pursuant to A.R.S. § 41-2617, if the Construction Contractor incurs damages due to a delay for which the Agency and the Construction Contractor agree is (a) the fault of the Agency, (b) unreasonable under the circumstances, and (c) was not already contemplated by the terms of the agreement, then the Agency and the Construction Contractor may negotiate for the recovery of those damages. In this case, if the Construction Contractor sustains damages, which could not have been avoided by the judicious handling of forces, equipment and materials; or by reasonable revision in the Construction Contractor's schedule of operation, the compensation for such damages will be negotiated. The Construction Contractor shall notify the Agency of the condition in writing by the next work day. Failure to notify the Agency within this time may be just cause to reject any claims for such damages.2) DELAYS THAT RESULT IN A MATERIAL CHANGE TO THE DATE OF SUBSTANTIAL COMPLETION MAY RESULT IN LIQUIDATED DAMAGES. Agency may assess Liquidated Damages (as detailed in the Special Terms and General Conditions) for unexcused and/or unauthorized delays, caused by the Construction Contractor, or any of its Subconsultants or Subcontractors, that result in a material change to the date of Substantial Completion of the Work. Construction Contractor is responsible for any reasonably foreseeable causes of delay.3) TIME EXTENSION. Within one business day after the Construction Contractor should have reasonably known of the occurrence prompting the request for an extension of time, the Construction Contractor must deliver a preliminary written notice to the Agency describing the general nature of the request. Within a reasonable time after the preliminary notice, the Construction Contractor must provide the Agency written supporting documentation stating all known time extensions to which the Construction Contractor is entitled. Construction Contractor may submit written time extension requests to the Agency for approval if the Construction Contractor is delayed through no fault of its own.4) CONCURRENT DELAYS. To the extent the Construction Contractor is entitled to an extension of time due to an Excusable Delay but the performance of the Work would have been suspended, delayed or interrupted by the fault or neglect of the Construction Contractor and/or any of its subcontractors/subconsultants, and suppliers, the Construction Contractor shall not be entitled to any additional Costs for the period of such concurrency.5) CHANGE ORDER. Any requests for time extensions must be approved by Agency and/or Design Professional through the use of a Change Order.
4.10. Equipment Rental	Construction Contractor rental of construction equipment to perform the Work shall be recorded and billed to the Agency to the nearest one-half hour and shall cease when equipment is no longer necessary for the Work. Billing shall include sales tax, the cost of transportation, loading, unloading, and dismantling and removal thereof in accordance with the rental agreement terms and Agency approved Construction Contractor markup for overhead and profit. Rates for Construction Contractor owned equipment shall be approved by Agency prior to equipment use. Construction Contractor shall not charge Agency for equipment that is inoperable due to breakdown or used for Work not related to the Project.
4.11. Interest	Payments to Construction Contractor are issued pursuant to A.R.S. § 35-342. If payments to Contractor are allowable and 30 days past due, interest shall accrue at the rate detailed in A.R.S. § 44-1201.
4.12. Payment and/or Application for Payment	<ol style="list-style-type: none">1) PAYMENT NOT ACCEPTANCE. Agency payment of any invoice or Application for Payment shall not be construed to be acceptance of the Work.2) PAYMENT DEADLINE. Agency shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Contract, Agency shall make payment in full for Materials that have been delivered and accepted and Work that has been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true:<ol style="list-style-type: none">a) All of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Work being invoiced have been performed and accepted; andb) Contractor has provided a complete and accurate invoice and/or Application for Payment in the form and manner called for in the Contract and reasonably



	<p>required by Agency, provided that the Agency will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 to Agency unless excused by law from providing one.</p> <p>3) PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, Agency shall make payment to Contractor under the federal tax identifier provided.</p>
4.13. Project Suspension by Agency	If the Project is suspended or abandoned in whole or in part for more than six (6) months by the Agency, the Construction Contractor will be compensated for only the following: all Work performed prior to receipt of written notice from the Agency of such suspension or abandonment together with Reimbursable Expenses then due. The Agency will not be liable for any additional expenses or any damages, including but not limited to consequential damages. If the Project is resumed after having been suspended for more than six (6) months, the Construction Contractor's compensation may be equitably adjusted through negotiation. If the parties cannot agree on an adjustment, Agency may terminate the Agreement.
4.14. Recovery of Overpayment	If Agency determines that an over-payment has been made to Construction Contractor on any prior invoice, it shall inform Construction Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Construction Contractor.
4.15. Reimbursable Expenses	Reimbursable expenses may be billed in accordance with Uniform Terms and Conditions for amounts expended in the interest of the Project. Construction Contractor shall not exceed the approved reimbursement amount without prior written approval of the Agency through a Contract Amendment.
4.16. Scrap or Surplus Material	Pursuant to A.R.S. 41-2602, <i>et seq.</i> , The Construction Contractor may not sell any resulting from production under this Contract without requesting the Procurement Officer's approval, unless stated otherwise in the <u>Special Terms and Conditions</u> .
4.17. Standard Hourly Rate Basis for Work	For Projects compensated on a Standard Hourly Rate basis, the invoice statement for all Applications for Payment must show the name of all employees and Subconsultants and/or Subcontractors charging time to the Project, the amount of time billed, the fully burdened hourly rates, and the activities performed by each person listed. If requested by Agency, payroll time sheets and any other documents reasonably requested by Agency to verify amounts requested, shall be provided.
4.18. Stipulated Sum (Fixed Price/Lump Sum) Basis for Work	For Projects compensated on a Stipulated Sum basis, the invoice statement for Application for Payment must include a brief summary of the progress and completion of tasks in accordance with the Work to substantiate the percentage of completion of Work by phase during the time period covered by the Application for Payment. Any Costs in excess of approved maximum not to exceed Contract amount incurred prior to Agency's written consent will not be paid unless Costs were incurred at the Agency's direction.
4.19. Notification of Payments	Any Construction Contractor, Subconsultants and/or Subcontractors, or Subcontractor may notify the Agency in writing requesting that it be notified by the Agency in writing within five days from payment of each progress payment made to the Construction Contractor. If a request is made to the Agency as described in this paragraph, the request remains in effect for the duration of the requestor's Work related to this Contract pursuant to A.R.S. § 41-2577. Note that this paragraph in no way limits the Construction Contractor's and/or Construction Contractor's ability to withhold any application or certification due to issues related to the Work of a Construction Contractor, Subconsultants and/or Subcontractors, or Subcontractor as described in A.R.S. § 41-2577(D).

5.0 Contract Changes

5.1. Assignments and Delegation	<p>1) NOTICE AND ASSIGNMENT OF TRANSFER OF OWNERSHIP. In additions to Sections 5.2 and 5.3 below, the Agency will require immediate notice and explicit assignment, pursuant to this Section, of any change to the underlying ownership of the Construction Contractor. For the purpose of this Section, a change in ownership is defined by the transfer of any ownership interest or</p>
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	<p>control of fifty percent or more of the Construction Contractor, regardless of the form under which the Construction Contractor conducts its business.</p> <p>2) IN WHOLE. Construction Contractor shall not assign in whole or in part its rights or delegate in whole or in part its duties under the Contract without (a) notifying the Procurement Officer in advance and (b) obtaining the Procurement Officer's prior written consent, which the Procurement Officer may withhold at his or her discretion. If Construction Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or any other change in control, then no such consent will be given in any event without the assignee or delegate giving the Agency satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Construction Contractor possessed when Agency first awarded it the Contract. Such determinations shall be made by the Procurement Officer in its sole discretion.</p>
5.2. Contract Amendments	The Contract is issued for Agency under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope.
5.3. Unauthorized Contract Amendments or Orders are Void	Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Construction Contractor will be void and without effect; Construction Contractor will not be entitled to any claim made under the Contract based on any such purported changes. The Construction Contractor is on notice that any course of conduct dealings cannot bind the Agency to any changes to the Contract; the Agency may avoid any unauthorized modifications to the Contract, Contract Amendments, or Change Orders.
5.4. Change Orders	<ol style="list-style-type: none">1) The Agency will only compensate for and the Construction Contractor shall only deliver or perform Additional Work that has been approved by the Agency through a fully authorized Change Order.2) CHANGE ORDER TERMS. All Change Orders are subject to the Contract Terms and Conditions except to the extent they are modified by Change Order.3) REASONABLE TIME FOR REVIEW. Both parties to the Contract agree to allow a reasonable period of time for the review and consideration of any requested Change Orders.4) FIELD ORDER DIRECTIVES (See Exhibit I). Field Order Directives should be followed by a Change Order within a reasonable time. The Not-to-Exceed Cost detailed in the Field Order Directive is enforceable against the Construction Contractor if the Agency and Construction Contractor are unable to agree to a price through a Construction Change Order.5) ITEMIZATION OF WORK. The Construction Contractor shall include the proposed Cost itemized breakout including Subcontractor or Subconsultant pricing by Work division labor and Materials, at a minimum to include: General Conditions, Overhead and Profit, Total- Labor Costs, Total Materials Cost, Equipment, Field Office and Job Site Supervision, Bonds, Insurance, and applicable tax. Failure of Construction Contractor to submit itemized Cost information with the Change Order Request will delay processing through no fault of the Agency.6) ADDITIONAL TIME FOR DELAY. Construction Contractor must submit any request for an Excusable Delay within one business day after the Construction Contractor should have reasonably known of the occurrence prompting the request for an extension of time.<ol style="list-style-type: none">a) Any Construction Contractor request for an Excusable Delay must be made through Construction Contractor initiation of a Change Order Request and written notice to the Agency.b) Failing to timely and properly provide written notice of the Delay, which must include a request through a Change Order Request, will waive Construction Contractor's ability to negotiate increased time to complete the Work.c) The Construction Contractor's request shall include an estimate of Cost and of probable effect of delay on the Work Progress Schedule. Adverse weather conditions shall not be a basis for a claim for additional Costs.



	<ol style="list-style-type: none">7) FUEL SURCHARGES. Under no circumstances will the Agency accept any fuel surcharges on any Change Order request or Construction Contractor Pay Applications8) CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR MARKUP. The combination of overhead and profit shall not exceed the original percentage mutually agreed upon value of labor and Material for Work performed by any Construction Contractor or subcontractor for any Change Order or 5%, whichever is greater.9) CONSTRUCTION CONTRACTOR ADDITIONAL WORK. Any Additional Work caused by Construction Contractor error, inconsistency, ambiguity, or otherwise conduct of Construction Contractor shall not constitute a change, and such Work will be performed at no additional cost to Agency.10) AGREEMENT ON CHANGE ORDER. Agreement on any Change Order shall constitute a final settlement of any and all matters relating to the change in the Work which is the subject of the Change Order including, but not limited to, any and all direct and indirect costs associated with such change and any and all adjustments to the Contract sum and the Schedule.
5.5. Field Order Directive	<ol style="list-style-type: none">1) The Agency may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, the Contract Cost and time for Substantial Completion being adjusted accordingly.2) A Field Order Directive (Exhibit I) shall be used in the absence of total agreement on the terms of a Change Order.3) If the Agency and the Construction Contractor cannot agree as to what amount should be charged for the Field Order Directive, Construction Contractor shall only be entitled to be reimbursed for actual direct labor and material Costs incurred at the construction site attributable to the change plus 5% for overhead and profit. Construction Contractor shall keep detailed records of all such Costs and submit such records to the Agency on a weekly basis. Within ten (10) days of completion of the change and the submission of all Cost data to the Agency, the Agency shall determine the total allowable Costs for the purpose of pricing and paying for the additional work required by the Field Order Directive and advise the Construction Contractor of such determination in writing. This determination shall be final and binding unless Construction Contractor objects in writing within ten (10) days of this determination. The written objection shall contain a detailed statement of those elements and items of the determination with which the Construction Contractor disagrees with an adequate explanation forming the bases of the disagreement. The parties shall then make a good faith effort to resolve the disagreement within fifteen (15) days. If the parties still fail to agree, the dispute shall be submitted to the Procurement Officer. The Procurement Officer shall determine the Costs and notify the Construction Contractor in writing of his or her determination. If the Construction Contractor disagrees with the Procurement Officer's determination, the Construction Contractor shall immediately initiate the contract claims resolution process in the Arizona Procurement Code (A.A.C. R2-7-B901, <i>et seq.</i>)4) When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.5) The amount of credit to be allowed by the Construction Contractor to the Agency for a deletion or change which results in a net decrease in the Contract Cost shall be actual net Cost as determined by the Design Professional and/or Agency.6) Pending final determination of Cost to the Agency, amounts not in dispute may be included in applications for payment.7) For any disagreement between the Construction Contractor and Agency on the adjustment in Contract time or the method for determining it, the adjustment or the method shall be referred to the Agency for determination.8) When the Agency and Construction Contractor agree with the determination made by the Construction Contractor concerning the adjustments in the Contract Cost and Contract time, or otherwise reach agreement upon the



11/19/19 Rev1billing

	adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.
5.6. Minor Changes in the Work	The Design Professional, with the Agency's approval, has the authority to order minor changes in the Work not involving adjustment in the Contract Cost or extension of the Contract time and consistent with the intent of the Contract. Such changes shall be effected by written order and shall be binding on the Agency and Construction Contractor. The Construction Contractor shall carry out such written orders promptly.
5.7. Claims	If Construction Contractor is aware of any act, omission, or condition that would give rise to a breach of Contract or a Change Order and/or claim, Construction Contractor shall notify Agency in writing within 48 hours after becoming aware of such act, omission, or condition. This notice shall provide sufficient detail so that the claim may be properly evaluated by the Agency in a timely manner. Failure to give such notice shall be deemed a waiver of the right of the Construction Contractor to recover.
6.0 Risk and Liability	
6.1. Risk of Loss	If applicable, Construction Contractor shall bear all risk of loss and damages caused by Drawings, Specifications, Design Requirements or other documents prepared by Construction Contractor and used by Construction Contractor in bidding, designing and/or constructing the project to the extent that such documents are ambiguous, incomplete, contain errors or inconsistencies or fail to comply with any applicable codes, regulations and laws.
6.2. Basic Indemnification	<ol style="list-style-type: none">1) CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). If a Construction Contractor provides Work, services, studies, planning, surveys or other preparatory Work in connection with a public building or improvement, the Contractor, and any and all of its Subconsultants and/or Subcontractors under this Contract, shall indemnify and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees, from liabilities, damages, losses and Costs, including reasonable attorney fees and court costs (including, but not limited to, primary loss investigation, judgment costs, expert witness fees, and any and all fees and costs from appellate proceedings), for any and all acts arising from or connected to the performance of this Contract but only to the extent caused by the negligence, recklessness, or intentional wrongful conduct of such Contractor or other persons employed or used by such Contractor or Subconsultants and/or Subcontractors in the performance of the Contract or subcontract, as allowed under A.R.S. Section 41-2586 (C) and A.R.S. Section 34-226. The Construction Contractor additionally agrees to indemnify the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for any vicarious liability for the tortious conduct of the Construction Contractor's actions including the actions of any of the Construction Contractor's personnel or Subcontractors and/or Subconsultants. The amount and type of insurance coverage requirements set forth in the Contract shall not be construed as limiting the scope of the indemnity in this paragraph.2) This indemnity shall not apply if the Contractor or Subconsultant(s) and/or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.
6.3. Patent and Copyright Indemnification	<ol style="list-style-type: none">1) CONSTRUCTION CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Construction Contractor Indemnitor for performance under the Contract, Construction Contractor shall indemnify, defend and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees against any third-party claims for liability, Costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:



	<ul style="list-style-type: none">a) Agency shall provide reasonable and timely notification to Construction Contractor of any claim for which Construction Contractor may be liable under this paragraph;b) Construction Contractor, with reasonable consultation from Agency, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise. Construction Contractor shall provide the Agency with notice of settlement negotiations and allow the Agency to participate in negotiations, if Agency so chooses;c) Agency may elect to participate in such action at its own expense; andd) Agency may approve or disapprove any settlement or compromise, provided that, Agency shall not unreasonably withhold or delay such approval or disapproval and Agency shall cooperate in the defense and in any related settlement negotiations. <p>2) If Construction Contractor is a public agency, this paragraph does not apply.</p>
6.4. Force Majeure	<ul style="list-style-type: none">1) DEFINITION. For this paragraph, "force majeure" means an occurrence that is<ul style="list-style-type: none">a) beyond the control of the affected party,b) occurred without the party's fault or negligence, andc) something the party was unable to prevent by exercising reasonable diligence.2) Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and subject to paragraph 6.5 "Performance in Public Health Emergency," declared public health emergencies.3) Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure.4) RELIEF FROM PERFORMANCE. Except for payment of sums due at the time of Force Majeure, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall provide written notice to the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.5) DELAY CAUSED BY FORCE MAJEURE IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits or any other consequential damages if and to the extent that such failure was or is being caused by an occurrence of force majeure.6) DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.
6.5. Performance in Public Health Emergency	<ul style="list-style-type: none">1) Construction Contractor warrants that it will:



	<p>a) Have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:</p> <ul style="list-style-type: none"> i) identification of response personnel by name; ii) key succession and performance responses in the event of sudden and significant decrease in workforce; and iii) alternative avenues to keep the project consistent with its Schedule or sufficient product on hand or in the supply chain; and iv) Provide a copy of its current plan to Agency within three (3) business days after Agency's written request. If Construction Contractor claims relief under the paragraph "Force Majeure" for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Construction Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable. <p>2) For clarification of intent, being obliged to implement the plan is not of itself an occurrence of Force Majeure, and Construction Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a Material breach of contract.</p>
6.6. Safety Standards	<p>1) Construction Contractor shall provide Materials and Services under this Contract that comply with all current applicable safety standards and regulations, including but not limited to, the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards and any other standard references in the Contract.</p> <p>2) Construction Contractor shall provide necessary protection, take all precautions for and monitor the safety of Construction Contractor personnel, Subcontractors, and Subconsultants and/or Subcontractors during the performance of Work.</p> <p>3) Construction Contractor is obligated to act to prevent threatened damage, injury or loss of persons, the Work, or property at the Site or adjacent thereto in emergencies affecting the safety or protection thereof.</p>
6.7. Third Party Antitrust Violations	Construction Contractor assigns to Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or services supplied by third parties to Construction Contractor toward fulfillment of the Contract.
7.0 Warranties	
7.1 Liens	Construction Contractor warrants that the Materials and Services when accepted will be and will remain free of liens or other encumbrances.
7.2 Guarantees and Warranties	<p>1) Construction Contractor warrants that it has carefully conducted and performed internal checking of any and all Design Requirements to ensure proper layouts and dimension completeness and clarity, and through due diligence has no knowledge of any inconsistencies, ambiguities, errors, omissions, or conflicts with regard to such Design Requirements.</p> <p>2) Construction Contractor warrants that it has advised Agency in writing of the need for any tests, studies, analysis or subconsultant services for the development of design documents.</p> <p>3) Construction Contractor warrants that construction drawings and specifications submitted for bidding or negotiation with a Construction Contractor are complete, accurate, unambiguous and in compliance with all applicable codes, laws and ordinances.</p> <p>4) Construction Contractor warrants that it is financially solvent and possesses sufficient experience, licenses, personnel, and capital to complete the services for the Agency.</p> <p>5) Construction Contractor warrants that it has visited the Project Site, is thoroughly familiar with the conditions of the Site, and will correlate its observations with the construction drawings and specifications.</p>



- 6) Construction Contractor warrants that it shall be responsible for any and all defects in the construction drawings and specifications, and other design documents prepared by Construction Contractor and/or Subconsultants and/or Subcontractors, that are caused by the Construction Contractor, Subconsultants and/or Subcontractors, or any other person or firm hired by the Construction Contractor.
- 7) Construction Contractor warrants that the Design Requirements are sufficient for the intended purpose of any and all improvements under the Contract.
- 8) Construction Contractor warrants that the construction drawings and specifications may be built at the Site and that construction and completion of the project will not violate any zoning ordinance or use restrictions imposed by any governing authority.
- 9) Construction Contractor warrants that all personnel or Subconsultants and/or Subcontractors used for construction administration services shall have sufficient knowledge and experience to properly carry out the duties required for the Work.
- 10) Construction Contractor shall provide any written and signed standard warranty, and any written notarized and signed special warranty document(s) required for the Project after substantial completion but prior to final acceptance of the Work, stating warranty coverage for Materials and defects in accordance with the plans and specifications. Warranty requirements not listed in the plans and specifications shall be the greater duration of either the manufacturer standard warranty period or such duration allowed by law.
- 11) Construction Contractor warrants that Work performed under this contract shall conform to the contract requirements and be free of any defect in equipment, Material, or design furnished, or workmanship performed by the Construction Contractor or any subcontractor or supplier at any tier. This workmanship warranty shall continue for a period of at least two (2) years or such time as permitted by law, whichever is greater.
- 12) Construction Contractor warrants that it has reviewed the Site and found that it is suitable for the Project.
- 13) The Construction Contractor shall repair or replace such defective Materials, equipment or workmanship to the full satisfaction of the Agency within the stipulated guarantee period without Cost to the Agency. In addition, the Construction Contractor shall remedy at the Construction Contractor's expense any damage to Agency-owned or controlled real or personal property, when that damage is the result of:
 - a) The Construction Contractor's failure to conform to contract requirements;
 - b) Construction Contractor's Work; or
 - c) Any defect or failure of equipment, Material, workmanship, or design furnished by the Construction Contractor or Subcontractor or supplier at any tier.
- 14) This warranty shall not limit the Agency's rights under any other clause of this contract with respect to latent defects, gross mistakes, or fraud.
- 15) The Construction Contractor shall restore any Work damaged in fulfilling the terms and conditions of this clause. The Construction Contractor's warranty with respect to Work repaired or replaced will run for two (2) years from the date of repair or replacement or such greater period as allowed by law.
- 16) The Procurement Officer or the Agency's designated representative shall notify the Construction Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- 17) If the Construction Contractor fails to remedy any failure, defect, or damage with regard to any item or part of the Work caused by the Construction Contractor or its respective subcontractors or suppliers at any tier within a reasonable time after receipt of notice, the Agency shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Construction Contractor's expense.
- 18) **GUARANTEES ACCEPTANCE OF GOODS AND SERVICES.** Goods and services delivered will be subject to a complete inspection by the Agency. Acceptance criteria shall include, but is not limited to, conformity to the



	<p>specifications, workmanship, quality, and material requirements. The Construction Contractor shall be responsible for the transport of the Material to and from the delivery point of any items not in compliance with the requirements of the Contract. Product returned for corrective action may delay payment. Invoices/Applications for Payment will be processed for payment only after the product is accepted.</p> <p>19) LATENT DEFECTS. Materials and equipment incorporated into the Work may have, or as a result of the construction process, may develop hidden defects known as latent defects. Construction Contractor shall guarantee that such latent defects, when discovered, shall be remedied at no extra Cost to the Agency, regardless of whether the defective Materials have been paid for, inspected, or previously accepted by the Agency.</p> <p>20) SERVICES PERFORMANCE. In the event of the Construction Contractor's failure to perform required Services or meet agreed upon Service levels or other Construction Contractor service standards as required by this Contract, the Construction Contractor shall perform an analysis of the cause of the service level problem and implement remediation steps as appropriate. The Design Professional and the Agency shall have the right to review the analysis and approve the remediation steps prior to or subsequent to their implementation. If Construction Contractor fails to complete any deliverable, then Construction Contractor shall:</p> <ol style="list-style-type: none">Promptly perform a root-cause analysis to identify the cause of such failure;Use commercially reasonable efforts to correct such failure and to begin meeting the requirements as promptly as practicable;Provide the Agency with a report detailing the cause of, and procedure for correcting, such failure; andIf appropriate under the circumstances, take action to avoid such failure in the future.
7.3 Contractor Personnel	<ol style="list-style-type: none">1) Construction Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Construction Contractor further warrants that its key personnel will maintain any certifications relevant to their Work, and Construction Contractor shall provide individual evidence of certification to Agency's authorized representatives upon request.2) The Construction Contractor shall enforce strict discipline and good order among the Construction Contractor's employees and other persons carrying out the Contract Work. The Construction Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
7.4 Intellectual Property	<ol style="list-style-type: none">1) Construction Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Construction Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.2) SYSTEMS AND CONTROLS. In consideration for Agency having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Construction Contractor agrees to establish and keep in place systems and controls appropriate to ensure that Agency funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights
7.5 Compliance with Laws	<ol style="list-style-type: none">1) If applicable, Construction Contractor warrants that the Materials and Services, and any disposal thereof bearing on performance of the Work, do and will continue to comply with all applicable federal, state, and local laws.2) Some of the local codes with which the Work performed by the Construction Contractor must be in compliance include, but are not limited to, the Arizonans with Disabilities Act (A.A.C. R10-3-401 through 412) and American National Standards Institute's Specifications for Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped; State of Arizona Fire Code; regulations related to solar energy and life cycle cost analysis (see A.R.S. § 34-452); and Water Conservation for State Facilities (see Executive Order 91-3).



7.6 100% Construction Documents	<ol style="list-style-type: none">1) Construction Documents shall be consistent with the Project program, construction budget, and Project Schedule.2) Prior to the first Construction Documents phase submittal, Construction Contractor and its Subconsultants and/or Subcontractors shall review Agency's Bidding Documents for Project requirements and recommend any changes needed to make them applicable to the Project.3) Construction Contractor shall update the documents and provide additional drawings, details and specifications in sufficient detail as to be deemed complete and buildable.4) Prior to submitting the 100% Construction Documents, Construction Contractor and its Subconsultants and/or Subcontractors shall have thoroughly checked, coordinated, and revised all documents to bring them to 100% completed level.5) The Construction Contractor shall provide or assist with the preparation of the following:<ol style="list-style-type: none">a) Certification Pageb) Project Descriptionc) Index to the Specificationsd) Specifications and List of Drawings
7.7 Contracted Work, Errors and Omissions	<ol style="list-style-type: none">1) Errors, inconsistencies, ambiguities or omissions discovered by the Construction Contractor shall be reported as a written Request for Information to the Agency immediately prior to the execution of Work.2) If the Construction Contractor performs any Work activity knowing or should have known it involves an error, inconsistency or omission in the Contract without such written notice to the Agency, the Construction Contractor shall assume full responsibility for such performance and shall bear the full Costs for correction.3) REMEDIATION OF ERRORS. Construction Contractor bears full responsibility for errors and omissions in its Work and any and all Work of the Construction Contractor's Subconsultant's and/or Subcontractor's Work. Construction Contractor shall include in its Work, without limit or additional Cost to the Agency, all Work necessitated, in whole or in part, by any and all errors and omissions of, or breach of, the Contract by, the Construction Contractor, its Subconsultants and/or Subcontractors, or any entity working under the Construction Contractor. At a minimum, the Construction Contractor shall, at no Cost to the Agency, promptly remediate any errors, omissions, deficiencies, or contradictions in its Work to the satisfaction of the Agency.4) ACCEPTANCE OR APPROVAL DOES NOT ALLEVIATE CONSTRUCTION CONTRACTOR'S RESPONSIBILITY FOR ERRORS. The approval, review, or acceptance of the Construction Contractor's Work by any Agency or other party does not, in any way, alleviate the Construction Contractor from its responsibility to fully remediate the Work from any errors discovered subsequently or necessary clarification of any ambiguities. The obligations of the Construction Contractor to correct defective or nonconforming Work shall not, in any way, limit the Construction Contractor's other obligations under the Contract.
7.8 Licenses and Permits	Construction Contractor warrants that it will maintain all licenses required under paragraph 3.8 [Contractor Licenses] and all required permits are valid and in force.



	<p>The Construction Contractor shall secure and pay for any building permit, Arizona Department of Environmental Quality emissions permit, and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids or proposals are received or negotiations concluded, unless otherwise stated in the Contract. Any required building or right of way permit applications shall be completed by Construction Contractor and filed with authorities having jurisdiction within five (5) days of the Notice to Proceed.</p>
7.9 Operational Continuity	<p>Construction Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Construction Contractor's duties hereunder absent a consented delegation under paragraph 5.1 Assignments and Delegation that expressly recognizes the event.</p>
7.10 Pandemic Contractual Performance	<ol style="list-style-type: none">1) The Construction Contractor shall have a plan that illustrates how the Construction Contractor shall perform contractual requirements in the event of a pandemic. At a minimum, the plan shall include:<ol style="list-style-type: none">a) Key succession and performance planning in the event of sudden significant decrease in Construction Contractor's workforce;b) Alternative methods to ensure there are products in the supply chainc) A current organizational chart and contact list.2) In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the following shall apply:<ol style="list-style-type: none">a) The Agency may temporarily void the Contract(s) in whole or specific sections if the Construction Contractor cannot perform contractual requirements;d) The Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; ande) The Agency may, at its sole discretion, reinstate the voided contracts or sections of contracts when the pandemic is officially declared over and/or the Construction Contractor can demonstrate the ability to perform.3) The Agency, at any time, may request to see a copy of the written plan from the Construction Contractor. The Construction Contractor shall produce the written plan within seventy-two (72) hours of the request.
7.11 Lobbying	<ol style="list-style-type: none">1) PROHIBITION. Construction Contractor warrants that:<ol style="list-style-type: none">a) it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Construction Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and, upon award of the Contract, it will disclose all lobbying activities to Agency to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.f) Construction Contractor shall implement and maintain adequate controls to assure compliance with this paragraph.g) Construction Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.2) EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for Agency's benefit or on Agency's behalf.
7.12 Survival of Warranties	<p>All representations and warrants made by Construction Contractor under the Contract will survive the expiration or earlier termination of the Contract.</p>
7.13 Waiver of the Statute of Repose	<p>To the fullest extent permitted by law, Construction Contractor waives Arizona's statute of repose as defined in A.R.S. § 12-552 (the "Statute of Repose"). The</p>



	Construction Contractor's express written warranties stated elsewhere in the Contract, and any and all claims, actions, liabilities, damages, losses, or expenses including attorney fees and court costs, for bodily injury or personal injury (including death), will not be time-barred by the Statute of Repose. Court costs shall include, but are not limited to, costs associated with claim processing, primary loss investigation, judgment, expert witnesses, and any and all fees and costs related to appellate proceedings.
8.0 State's Contractual Remedies	
8.1 Agency's Right to Carry Out the Work	<ol style="list-style-type: none">1) If the Construction Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Agency to commence and continue correction of such default or neglect with diligence and promptness, the Agency may after such ten-day period, without prejudice to other remedies the Agency may have, correct such deficiencies or cause such deficiencies to be corrected. Construction Contractor shall pay any and all costs incurred by the Agency for such corrections to the Work.2) In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Construction Contractor the Cost of correcting such deficiencies, including compensation for the Designer's additional services and expenses made necessary by such default, neglect or failure.3) Such action by the Agency and amounts charged to the Construction Contractor are both subject to prior review and confirmation by the Designer. If payments then or thereafter due the Construction Contractor are not sufficient to cover such amounts, the Construction Contractor shall pay the difference to the Agency.4) An Agency may require that Construction Contractor provide a workplan to address the deficiencies within 48 hours of receiving the above-referenced notice from Agency.
8.2 Consequential Damages	<p>Construction Contractor and Agency waive claims against each other for consequential indirect, and incidental damages arising out of or relating to the Contract. This mutual waiver includes, but is not limited to:</p> <ol style="list-style-type: none">1) Damages incurred by the Agency for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and2) Damages incurred by the Construction Contractor for principal office expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, interest losses, bond capacity losses, business and reputation, and for loss of profit arising directly from the Work, and for indirect expenses, general office overhead, and future profits.3) This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this section shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Construction Contractor documents.4) In the event the liquidated damages clause is deemed unenforceable by any tribunal or court of competent jurisdiction, the Agency's waiver of consequential damages shall be null and void.
8.3 Nonconforming Tender	<ol style="list-style-type: none">1) The Materials provided and Services performed must comply fully with the Contract, and providing Materials or performing Services or any portion thereof that do not comply fully constitutes a breach of Contract, in which event Agency will be entitled to exercise any remedy available to it under the Contract or laws.2) Any Material deviation from the final bid may be deemed a breach of contract unless specifically authorized by the Procurement Officer through a contract Change Order.



11/19/19 Rev1billing

	3) The Agency will not accept a Material reduction and/or modification in the <u>quality and/or quantity</u> of the Work.
8.4 Non-exclusive Remedies	Agency's rights and remedies under the Contract are not exclusive.
8.5 Right to Assurance	<p>1) If Agency in good faith has reason to believe that Construction Contractor does not intend to, or is unable to, perform or continue performing under the Contract, Procurement Officer may demand that Construction Contractor promptly provide written assurance of intent to perform. Failure by Construction Contractor to provide the assurance within the time specified may be the basis for terminating the Contract or for Agency to exercise any other remedy available to it under the Contract or laws.</p> <p>2) The Agency may demand any and all documents in its reasonable discretion to assure itself that the Construction Contractor has the resources and ability to perform the Contract.</p>
8.6 Right of Offset	<p>1) Agency is entitled to offset against any sums due Construction Contractor any expenses or Costs Agency incurs or damages it has assessed against it concerning Construction Contractor's non-conforming performance or failure to carry out the Work, including any expenses, Costs, and damages to which it is entitled by the Contract or laws.</p> <p>2) Further, the Agency is also entitled to the right of offset on this Contract for breach and defaults on other Contracts between the Agency and Construction Contractor.</p>
8.7 Stop Work Order	The Agency may at any time require Construction Contractor to stop all or any part of the Work by written order (a "Stop Work Order"). Upon receipt of a Stop Work Order, Construction Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further Costs during the period of stoppage that might be chargeable to Agency associated with the portions of the Work covered by the order. If Construction Contractor incurs losses, it may make a claim under Article 10 solely for Work performed to date of the Stop Work Order subject to the limitations set forth in this Contract. Further, upon issuance of a Stop Work Order, Construction Contractor shall take all steps necessary to ensure the safety of the Site.
9.0 Contract Termination	
9.1 Agency Failure to Perform	The Construction Contractor is not liable or responsible for Agency delays or suspension of Work caused solely by Agency.
9.2 Gratuities	Agency may, by written notice, terminate the Contract, in whole or in part, if Agency determines that employment or a Gratuity was offered or made by Construction Contractor or a representative of Construction Contractor to any officer or employee of Agency for the purpose of influencing the outcome of the procurement or the administration of the Contract or any favorable treatment concerning the Contract or performance of the Contract. Agency, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by Construction Contractor.
9.3 Notice to Cure	Upon receipt of any Notice to Cure, the Construction Contractor receiving the Notice must prepare a report describing its program and measures to affect the Cure of the event of default and/or anticipatory breach of Contract within the time required by the Notice to Cure. The report must be delivered to the Procurement Officer at least three (3) business days prior to the required Notice to Cure meeting with the Agency.
9.4 Rights to Work Project	Should the Construction Contractor be terminated under this Contract, the Agency may continue the Project and receive copies of the Drawings, Specifications, or other documents within fourteen (14) calendar days of the termination notice. Copies will be in the format designated by the Agency. The Agency reserves the right to have these documents completed, corrected, revised or added to by another Construction Contractor
9.5 Suspension or Debarment	Agency may, by written notice to Construction Contractor, terminate the Contract immediately if Agency discovers that Construction Contractor 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. Agency



	has taken Construction Contractor's submittal of the Offer and Acceptance Form and will take its performance under the Contract as Construction Contractor's attestation that it is not currently suspended or debarred. If Construction Contractor subsequently becomes suspended or debarred, it shall notify Procurement Officer immediately.
9.6 Termination for Conflict of Interest	By A.R.S. § 38-511, Agency may terminate the Contract within three (3) years after the effective date without penalty or further obligation if any Person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of Agency is or becomes an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Any such termination will be effective when Construction Contractor receives Agency's written notice of the termination unless the notice specifies a later date.
9.7 Termination for Convenience	Agency may terminate the Contract for convenience and in its sole discretion, in whole or in part, at any time, and without penalty or recourse on Construction Contractor's part other than as expressly stated in the Contract. Upon receipt of Agency's written termination notice, Construction Contractor shall stop Work as directed in the notice, notify all Subcontractors of the termination and its effective date, place no further orders for Work or Materials, enter into any further Contracts for Materials or Work, terminate all Contracts regarding Work remaining to be done, take all reasonable and necessary actions to protect the Work and the Site, and minimize any further Costs that might be chargeable to Agency. Construction Contractor shall take all necessary actions to protect and preserve the Work. In the event of termination under this paragraph, all Design Requirements, plans, Specifications, Drawings, Construction Documents, data, and reports prepared by Construction Contractor under the Contract will become Agency's property and Construction Contractor shall deliver it all promptly on demand. Construction Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished Materials on hand, Work in progress, Work completed, and Work accepted before the effective date of the termination. Should the Agency terminate the Contract under this paragraph, the Agency will not be liable for Construction Contractor lost profits or any consequential damages.
9.8 Termination for Default	<ol style="list-style-type: none">1) In addition to the rights reserved to it under the Contract, Agency may terminate the Contract in whole or in part due to Construction Contractor's failure to:<ol style="list-style-type: none">a) comply with any term or condition of the Contract;b) comply with any Warranty made by Construction Contractor under the Contract;c) obtain and maintain all required insurance policies, bonds, licenses, and permits;d) make satisfactory progress in carrying out the Work;e) fail to furnish Agency with assurances satisfactory to Agency evidencing Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents. Procurement Officer shall give written notice of the termination and the reasons for it.2) Upon termination under this paragraph, all documents, data and reports prepared by Construction Contractor under the Contract and all necessary and attributable unfinished Materials on hand, Work in progress, Work completed, and Work accepted will become Agency's property, and Construction Contractor shall deliver all of it immediately on demand. Agency may, following termination of the Contract under this paragraph, procure on terms and in the manner determined to be appropriate Materials or services to replace those that were to have been provided or performed by Construction Contractor, and Construction Contractor will be liable to Agency for any excess Cost Agency incurs in procuring such substitutes.3) In the event the Agency terminates for default, the Agency shall be entitled to recover from the Construction Contractor any and all damages, all reasonable attorney fees and court costs (including, but not limited to, primary loss investigation, judgment costs, expert witness and/or consultant fees and any



11/19/19 Rev1billing

	<p>and all expenses, fees, and costs from appellate proceedings) incurred by the Agency as a result of the default.</p> <p>4) If a termination for default is later determined to have been improper, such termination shall be automatically converted to a termination for convenience, and Construction Contractor's remedies and compensation shall be limited to those for a termination for convenience under the Contract.</p>
9.9 Work Performance Continuation Required	Construction Contractor shall carry on the Work and adhere to the Work Progress Schedule during all disputes, disagreements, or alternative resolution processes with the Agency. Construction Contractor shall not delay or postpone any Work except as Agency and Construction Contractor may agree in writing. Construction Contractor shall continue to perform in accordance with the requirements of the Contract up to the effective date of any Stop Work Notice issued or Termination, as directed by Agency in the notice.
10.0 Contract Claims	
10.1 Claim Resolution	Notwithstanding any law to the contrary, all Contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and the rules adopted thereunder.
10.2 Mandatory Arbitration	In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements for the resolution of claims valued at less than \$100,000 by the State. The parties agree that any and all mandatory arbitration shall be through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be allocated between the parties by the arbitrator. Costs do not include attorney fees.
11.0 Construction Contractor Responsibilities	
11.1 Acceptance of Work	<p>1) Agency has the right to make acceptance of the Work subject to a complete inspection on delivery and installation, if installation is Construction Contractor's responsibility. Agency may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent Materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc.</p> <p>2) Construction Contractor shall remove and replace any rejected Work; and remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. Agency will not owe Construction Contractor any payment for rejected Work, and Agency may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Construction Contractor in those instances where Agency has agreed to permit repair instead of demanding replacement.</p>
11.2 Additional Work	<p>1) AUTHORIZATION FOR ADDITIONAL WORK REQUIRED. Construction Contractor shall only provide Additional Work when authorized in a written Order signed by the responsible Procurement Officer. The Agency will not provide compensation for unauthorized Work.</p> <p>2) PROMPT NOTIFICATION. Construction Contractor shall notify the Agency with reasonable promptness when the need for additional services is identified and explain the facts and circumstances giving rise to the need. If the Agency determines that all or parts of those services are not required, the Agency shall give prompt written notice to the Construction Contractor, and the Agency shall have no further obligation to compensate the Construction Contractor for those services.</p> <p>3) PROMPT AND ACCURATE SUBMITTALS. To avoid delay in the Design Schedule, Construction Contractor shall submit any Requests for Information ("RFI's) or any other necessary documentation completely, accurately, and in a timely fashion, in accordance with the Contract.</p>



11.3 Allowances	<ol style="list-style-type: none">1) The Construction Contractor shall include in the Contract Cost at time of offer submission any and all Allowances stated in the Contract as separate line items. Items covered by Allowances shall be supplied for such amounts and by such persons or entities as the Construction Documents may direct, but the Construction Contractor shall not be required to employ persons or entities against which the Construction Contractor makes reasonable objection. Agency shall approve all use of Allowances through the use of Authority to Use Allowance Form, Exhibit S.2) Allowances shall:<ol style="list-style-type: none">a) Cover the Cost to the Construction Contractor of Materials and equipment delivered to the Site and all required taxes, less applicable trade discounts;b) Construction Contractor's Costs for unloading and handling at the Site, labor, installation Costs, overhead, profit and other expenses contemplated for stated Allowance amounts shall be included in the Contract Cost and not in the Allowances;c) Construction Contractor shall take all reasonable steps to ensure the scope and budget of Allowances are correct. When Costs are more than or less than Allowances, the Contract Cost shall be adjusted accordingly by a Change Order. Construction Contractor shall notify the Agency immediately if the scope selected for the Allowance causes Costs to be more or less than Allowance.d) Amount of Allowance must reflect reasonable Cost of providing the items, whether or not the item is actually provided.
11.4 As-Built Drawings	Construction Contractor will review and update the As-Built Drawings on a weekly basis reflecting the changes in Specifications and working Drawings during the Construction of the Work and such updated As-built Drawing shall be made available at the construction site for review by agency and Design Professional. Construction Contractor will submit the fully revised set of Drawings to the Design Professional upon Final Completion of the Work for the Project. Design Professional will incorporate Construction Contractor's red-line drawings and will submit the fully revised set of As-Built Drawings to the Agency upon Final Completion of the Work for the Project.
11.5 Automatic Temperature Control Design	Where applicable, the Construction Contractor shall specify open protocol automatic Energy Management System (EMS)/HVAC controls systems that communicate with and are interoperable with the Agency system. The Agency's Designated Representative shall arrange an initial meeting to discuss the integration and specification of the EMS/HVAC Control System. The Construction Contractor shall thereafter incorporate these requirements into Project design and Construction Documents.
11.6 Background Check	<ol style="list-style-type: none">1) Each of Construction Contractor personnel who is performing Work with information technology, correctional facilities, proprietary and sensitive data or confidential or access-restricted or in an Agency defined secured area, or as otherwise requested by Agency, must undergo the security clearance and background check procedure, which may include fingerprinting.2) Construction Contractor shall obtain and pay for the security clearance and background check and shall incorporate Cost in the Construction Contractor offer submitted to perform the Work.3) Construction Contractor personnel who will have administrator privileges on a Agency network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.
11.7 Bonds, Payment and Performance	<ol style="list-style-type: none">1) Construction Contractor shall furnish as required under Title 34, Chapter 2, Article 2 or Chapter 6, as applicable, payment and performance bonds executed solely by a surety company holding a certificate of authority to transact surety business in this state issued by the Department of Insurance under A.R.S. Title 20, Chapter 2, Article 1 and in a format prescribed by A.R.S. §41-2574, binding



	<p>on the parties to the contract if the value of the construction award for the Contract exceeds the amount established by section A.R.S. §41-2535, or as otherwise requested by Agency. See Exhibit N and O.</p> <p>2) If a surety upon a bond loses its authority to do business in Arizona, is insolvent, or otherwise cannot meet its obligations under the bond, Construction Contractor shall, within thirty (30) days of such event, furnish a replacement bond in accordance with law at no added Cost to Agency.</p>
11.8 Clean Up of Site	<p>1) The Construction Contractor shall at all times keep the premises, Site of Construction, surrounding area, and any storage areas neat and clean, and free from accumulation of waste Materials or rubbish caused by operation of Work under the Contract.</p> <p>2) At completion of the Work the Construction Contractor shall remove from Project waste Materials, rubbish, the Construction Contractor's tools, construction equipment, machinery, surplus Material, and any excess rocks and dirt from the Work, to restore affected areas of Site to a neat and clean condition satisfactory to the Agency Designated Representative.</p> <p>3) If the Construction Contractor fails to clean up, the Agency may do so and the Cost thereof shall be charged to the Construction Contractor.</p> <p>4) Any landscaped seeded or sodded area requiring repair as a result of construction damage shall be leveled, raked, and re-seeded or re-sodded with like Material at Construction Contractor's expense.</p>
11.9 Compliance with Codes	<p>Construction Contractor shall bear full responsibility for ensuring that the Work performed under the Contract complies with all applicable laws, codes and regulations. In the case of conflicts between codes, the more stringent conditions shall apply. The Arizona Department of Administration Statutory Review is the authority having jurisdiction and is the enforcement agency for code requirements.</p>
11.10 Contractor Control of Site	<p>1) Construction Contractor shall have access to the Site after the Agency issues the Notice to Proceed. During any time at which the Construction Contractor has the primary use of, or control over, the location at which the Work is, or will be, performed, the Construction Contractor shall also bear all the responsibilities for that location as if it owned the Site.</p> <p>2) The Construction Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits, and the Contract and shall not unreasonably encumber the Site with Materials or equipment. Construction Contractor storage of any Materials at the Site shall be approved in advance by the Agency.</p> <p>3) The Construction Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the Work Site, which are not to be removed and which do not unreasonably interfere with the Work required under this contract. The Construction Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Contract performance, or by the careless operation of equipment, or by workmen, the Construction Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Agency Designated Representative.</p> <p>4) The Construction Contractor shall protect from damage all existing improvements and utilities at or near the Work Site, and on adjacent property of a third party. The Construction Contractor is responsible for locating any and all utilities including any and all underground power, electrical, plumbing, gas, or water lines and shall bear the risk in the event of any damage to the same as a result of construction activity on the Project.</p> <p>5) The Construction Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the Work. If the Construction Contractor fails or refuses to repair the damage promptly, the Procurement Officer may have the Work performed and charge the Cost to the Construction Contractor. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by</p>



11/19/19 Rev1billing

	<p>the Construction Contractor only with the approval of the Agency Designated Representative. The temporary buildings and utilities shall remain the property of the Construction Contractor and shall be removed by the Construction Contractor at its expense upon completion of the Work.</p> <p>6) The Construction Contractor shall use only established roadways, or use temporary roadways constructed by the Construction Contractor when and as authorized by the Procurement Officer. When Materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Construction Contractor shall protect them from damage. The Construction Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.</p> <p>7) DUST CONTROL. Construction Contractor shall provide dust control in accordance with rules set forth by the authorities having jurisdiction and maintain suitable equipment on hand or at the Site for dust control on the Project.</p> <p>8) Construction Contractor is to ensure that the construction Site is safe and has taken all appropriate measures to ensure the safety of all workmen and persons who are physically present at the Site.</p> <p>9) Construction Contractor shall be responsible at its sole Cost for all measures necessary to protect any property and improvements adjacent to the project</p> <p>10) Construction Contractor shall promptly notify in writing Agency of all accidents arising out of or in connection with the Work which causes death, personal injury, and/or property damage providing full details and statements and a list of witnesses.</p>
11.11 Cooperation and Coordination	<p>1) Agency and Construction Contractor will cooperate and participate fully in coordinating at all levels and among all the parties involved in this Project, and at their own expense. Cooperation shall mean both formal and informal interaction between and among all the parties involved in the Project, including but not limited to, Agency's Representatives, Construction Contractor's Subconsultants and/or Subcontractors, Construction Contractors, Subcontractors and outside entities as designated by Agency to promote the desired goal of a successful, non-adversarial completion of the Project on time and within budget. The requirement for Cooperation shall not be construed as a change in the terms or conditions of the Contract for the Project.</p> <p>2) The Agency and Construction Contractor shall endeavor to communicate through the Design Professional. Communications by and with the Construction Contractor's Subconsultants and/or Subcontractors shall be through the Construction Contractor. Communications by and with Subcontractors and Material suppliers shall be through the Construction Contractor. Communications by and with separate Construction Contractors shall be through the Design Professional.</p>
11.12 Schedule	<p>1) SCHEDULE. The Schedule for Construction and any and all updates thereto shall include time for any and all necessary review and approvals by Agency or outside entities, as well as sufficient time for other Consultants to complete their portion of the Work. The Schedule shall be in a format and provide sufficient detailed information that is acceptable to the Agency. Construction Contractor shall provide the Agency and Design Professional with an approved baseline Schedule, within a time frame determined by the Agency, to include at a minimum initiation of construction, mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents and Substantial Completion of the Work of the Contract and any other information required in the <u>Special Terms and Conditions</u>.</p> <p>2) ADDITIONAL TIME. Construction Contractor shall bear the primary responsibility for determining whether additional time is required for the review of any orders or amendments to the Contract for Construction; allowing time for Agency review and approval of any such orders or amendments; and is</p>



11/19/19 Rev1billing

	<p>responsible for ensuring that such time is reflected in a modified Schedule in a Change Order.</p> <p>3) CONSTRUCTION CONTRACTOR REVIEW. Construction Contractor shall bear the primary responsibility for ensuring that it was allotted sufficient time in the Schedule for construction for any and all necessary reviews and approvals. The Agency and/or Design Professional shall timely review all requests for information, changes, and submittals in a timely fashion as to not delay the project.</p>
11.13 Construction Cost Control	<p>Throughout the Project, the Construction Contractor shall keep the Project's estimated construction Cost within the Construction Budget. Construction Contractor is responsible to periodically submit to Agency, at review times mutually agreeable to Agency and Construction Contractor, a current Estimated Project Construction Cost to verify that this is accomplished. If necessary, the Construction Contractor shall schedule times with Agency to review the Construction Budget.</p>
11.14 Construction Safety	<p>1) SAFETY. Construction Contractor, Subcontractors, employees and all Site visitors, at all times on the job Site, shall furnish and wear sufficient protective gear, including but not limited to, hardhats, safety shoes and safety goggles. Construction Contractor shall also provide temporary protection measures, drinking water and temporary sanitation facilities for use by construction personnel. Construction Contractor shall provide up-to-date Material safety data sheets (MSDS) as required for Materials at the Site. Construction Contractor shall have a detailed site-specific safety plan to address State and Federal safety laws.</p> <p>2) INJURIES. In the event of an incident or accident involving outside medical care for an individual on or near the Work, Construction Contractor shall notify Agency Designated Representative and other parties as may be directed promptly, but no later than twenty-four (24) hours after Construction Contractor learns that an event required medical care, supply Agency Designated Representative and Construction Contractor with an incident report no later than thirty-six (36) hours after the occurrence of the event. In the event of a catastrophic incident (one (1) fatality or three (3) or more workers hospitalized), barricade and leave intact the scene of the incident until all investigations are complete. A full set of incident investigation documents, including facts, witness names and statements, finding of cause, and remedial plans shall be provided to Agency Designated Representative within one (1) week after occurrence, unless otherwise directed by Agency.</p> <p>3) ENVIRONMENTAL SAFETY Construction Contractor shall immediately stop Work activities impacted by encountering any previously unknown potentially hazardous Material, or other Materials potentially contaminated by hazardous Material, and secure the affected area, and notify Agency Designated Representative immediately. Agency Designated Representative will promptly engage qualified experts to investigate and issue a written report to Construction Contractor identifying the Material(s) found. The Agency shall remediate and render harmless the hazard caused by Agency or if an unknown and could not have been reasonably foreseen by Construction Contractor.</p> <p>4) TRENCHING AND EXCAVATING PLAN. Construction Contractor is required to submit a trenching and excavation plan to Agency Designated Representative prior to commencing operations unless an engineered plan is part of the Contract Documents.</p> <p>5) ASBESTOS CONTAINING MATERIAL. The Construction Contractor shall not knowingly use, specify, request or approve for use any asbestos containing Materials or lead-based paint in the Work. When a specific product is specified, the Construction Contractor shall endeavor to verify that the product does not include asbestos containing Material.</p>
11.15 Construction Meetings	<p>Construction Contractor shall attend regular construction meetings with the Agency at the Project Site with duration and frequency determined by the Agency for the Project.</p>



11/19/19 Rev1billing

11.16 Correction of Defects and Non-Compliant Work

- 1) Construction Contractor shall use due care in inspections and observations to determine non-conformance.
- 2) Design Professional shall keep agency informed of progress and quality of Work and use due care to guard against defects and deficiencies in Construction Contractor's Work. Should the Design Professional and/or the Agency Designated Representative identify Work as noncompliant with the Contract Documents, upon notice Construction Contractor shall immediately correct such Work at no additional Cost to the Agency. The approval of Work by either Design Professional or Agency Designated Representative does not relieve Construction Contractor from the obligation to comply with all requirements of the Contract Documents.
- 3) Construction Contractor shall take any and all steps to meet the requirements of the Project Specifications. If Construction Contractor fails to do so, the Agency will require correction and full compliance. After corrective action is taken, the Agency will retest to determine compliance with the Specifications. Construction Contractor shall be responsible for the Cost of the additional testing and inspections, and such Cost shall be deducted from progress payment to Construction Contractor.
- 4) Construction Contractor shall, at no additional Contract Cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials or Work.
- 5) Construction Contractor shall bear the expense of making good all Work of Agency other contractors destroyed or damaged by removal or replacement of defective Construction Contractor Work. Agency shall equally enforce this clause against any Agency other contractors.
- 6) If Construction Contractor fails to take prompt action to comply with the Contract Documents in a timely manner, as determined by the Agency, Agency will be entitled to exercise its remedies under paragraph 8.6 [Right of Offset] of the Uniform Terms and Conditions, or any other remedies set forth in the Contract.
- 7) Whether Agency will permit Construction Contractor to repair in place or demands that Construction Contractor remove and replace is at Agency's discretion in each instance, provided that, Agency shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on Agency's part.
- 8) AGENCY ACCEPTANCE OF DEFECTIVE WORK. At the absolute discretion of the Agency, the Agency may decide to accept defective Work, instead of requiring correction or removal and replacement of defective Work. Construction Contractor shall pay all claims, Costs, losses and damages attributable to Agency's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating the Agency for the diminished value of the project resulting from the defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Construction Contractor to Agency after a calculation by Agency of the diminution in value of the project resulting from defective Work.
- 9) The Construction Contractor's obligations to perform Warranty Work will survive the acceptance of any Work and any termination of the Contract.
- 10) CONSTRUCTION CONTRACTOR NON-COMPLIANT WORK. Should the Design Professional and/or the Agency Designated Representative identify Work as noncompliant with the Contract Documents, Design Professional and/or Agency Designated Representative shall communicate the finding to Construction Contractor, and Construction Contractor shall correct such Work at no additional Cost to the Agency. The approval of Work by either Design Professional or Agency Designated Representative does not relieve Construction Contractor from the obligation to comply with all requirements of the Contract Documents.



- 11) **AGENCY MAY CORRECT NON-COMPLIANT WORK.** Agency shall issue a written notice to Construction Contractor to correct and remedy any deficiency including but not limited to
 - a) Remove and replace rejected Work, or
 - b) Construction Contractor failure to perform Work in accordance with the Contract Documents; or
 - c) Construction Contractor fails to comply with other provisions of the Contract Documents.
- 12) If, in the opinion of the Agency, significant progress to correct the deficiency by the Construction Contractor has not been made, within seven (7) days, the Agency may exercise any actions necessary to remedy the deficiency including but not limited to:
 - a) Exclude Construction Contractor from all or part of the Site;
 - b) Take possession of all or part of the Work, and
 - c) Suspend Construction Contractor's services related thereto, and
 - d) Incorporate in the Work all Materials and equipment stored for the Project at the Site or for which Agency has paid Construction Contractor but which are stored elsewhere.
 - e) Hire a replacement contractor or take other measures that are reasonably necessary to correct the noncompliant Work. Any and all Costs incurred shall be paid by the Construction Contractor or deducted from any amounts due or that may be due Construction Contractor under this or any other contract with the State of Arizona. Costs, shall include, but not be limited to, repair and replacement Costs, labor and material Costs, removal Costs, design Costs, administrative expenses, and any other Costs and expenses caused by Construction Contractor's non-compliance.
- 13) Construction Contractor shall allow the Agency, its agents and employees, Agency's other Construction Contractors, Construction Contractors and Subconsultants and/or Subcontractors access to the Site to enable Agency to exercise the rights and remedies under this paragraph. All claims, Costs, losses and damages incurred or sustained by the Agency in exercising such rights and remedies will be charged against Construction Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, Costs, losses and damages will include but not be limited to all Costs of repair or replacement of Work of others destroyed or damaged by correction, removal or replacement of Construction Contractor's defective Work. Construction Contractor shall not be allowed an extension of the Contract times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by Agency of Agency's rights and remedies hereunder.
- 14) **CONSTRUCTION CONTRACTOR NON-COMPLIANT WORK.** If the Construction Contractor Materially fails to furnish services in compliance with the approved Project Schedule or any subsequently approved amendments to the Schedule or the Construction Contractor's services, or deliverables are unusable for their intended purpose and these failures are a Material breach of this Contract, then Agency, in its reasonable discretion, and after failure of Construction Contractor to respond to the Notice to Cure, may Contract with another Construction Contractor to complete the services or Work product, and Construction Contractor shall pay the Agency for the difference between the balance under Construction Contractor's Contract with Agency and the amount charged by the replacing Construction Contractor to complete Construction Contractor's Scope of Work.
 - a) Agency will provide Construction Contractor with the itemized Costs as they are being incurred.
 - b) Prior to contracting with another Construction Contractor, the Agency shall provide Consultant with a Notice to Cure, as described in these Uniform Terms and General Conditions.
 - c) Should the Construction Contractor fail to Cure the Material breaches of this Contract, as identified in the Notice to Cure, the Agency may pursue



11/19/19 Rev1billing

	<p>any of the available remedies for breach of Contract available in Section 8 above.</p> <p>d) It is understood that if the Construction Contractor materially breaches this Contract and the Agency Terminates for Default under this Contract, Construction Contractor shall not be entitled to any sums due or that may become due under this Contract.</p>
11.17 Corrective Action Required	<ol style="list-style-type: none"> 1) Notwithstanding any other guarantees, general warranties, or particular warranties Construction Contractor has given under the Contract, if Construction Contractor fails to perform any Material portion of the Work, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Construction Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable. 2) Construction Contractor shall provide to Agency a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence). 3) Agency may demand to review and approve Construction Contractor's analysis and plans, and Construction Contractor shall make any corrections Agency instructs and adopt Agency's recommendations so far as is commercially practicable, provided that, Agency may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment. 4) Construction Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances
11.18 Cutting and Patching	<ol style="list-style-type: none"> 1) The Construction Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. 2) The Construction Contractor shall not damage or endanger a portion of the Work or fully or partially completed Construction of the Agency or separate Construction Contractors by cutting, patching, or otherwise altering such Construction, or by excavation. The Construction Contractor shall not cut or otherwise alter such Construction by the Agency or a separate Construction Contractor except with written consent of the Agency and of such separate Construction Contractor; such consent shall not be unreasonably withheld. The Construction Contractor shall not unreasonably withhold from the Agency or a separate Construction Contractor the Construction Contractor's consent to cutting or otherwise altering the Work.
11.19 Contractor Agreements, Communication	<p>The Agency will ensure that Construction Contractors receive the necessary communication to perform the required Work, and shall promptly notify Construction Contractors of any and all communications that the Agency determines may materially affect the Construction Contractor's Work.</p>
11.20 Energy Efficiency	<p>Upon request by the Agency, Construction Contractor will analyze the Work or related components for energy efficiency gains including, but not limited to Life Cycle Costing, pursuant to A.R.S. 34-452.</p>
11.21 Examination of Site	<ol style="list-style-type: none"> 1) The Construction Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its Cost. Construction Contractor and its key personnel shall visit the Project Site to become familiar with existing Site conditions for the Agency Project and visually survey for coordination of the Work, which may include but not limited to, the Site location and size, Site and adjacent perimeter, utility capacities, conditions bearing upon transportation, disposal, handling, and storage of Materials, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during Work



11/19/19 Rev1billing

	<p>performance, and connection options of external utilities, all relevant areas of any existing buildings to be altered, ceiling, interior, exterior, and concealed spaces, prior to submitting an Offer for the Work.</p> <ol style="list-style-type: none">2) The Construction Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Construction Contractor with the solicitation prior to bid submittal and Contract before commencing Work.3) The Construction Contractor acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface Materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Site, including all exploratory Work done by the Agency, as well as from the drawings and specifications made a part of this Contract. Any failure of the Construction Contractor to take the actions described and acknowledged in this paragraph will not relieve the Construction Contractor from responsibility for estimating properly the difficulty and Cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Agency.4) The Agency assumes no responsibility for any conclusions or interpretations made by the Construction Contractor based on the information made available by the Agency. Nor does the Agency assume responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this Contract.
11.22 Forced Substitutions	Forced substitutions will not be permitted; Construction Contractor shall obtain Agency's prior written consent before making any substitution for any Material or Service covered by the Contract.
11.23 Hazardous Materials, Substances, or Waste	<ol style="list-style-type: none">1) The rights and liabilities of the parties when a hazardous substance is encountered are specified by A.R.S. § 32.-1129.03.2) Construction Contractor shall timely provide Agency with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for Agency to comply with regulations when it or its other Construction Contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but Agency (and this Contract) use only the more up-to-date "SDS" reference.<ol style="list-style-type: none">a) Construction Contractor shall ensure that all its relevant personnel, to the extent they are Construction Contractor's responsibility under the Contract, understand the nature of and hazards associated with, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous Material, with "hazardous Material" being any Material or substance that is:<ol style="list-style-type: none">b) Identified now or in the future as being hazardous, toxic or dangerous under applicable laws; orc) Subject to statutory or regulatory requirement governing special handling, disposal or cleanup.d) Construction Contractor shall provide and maintain SDS on-Site as required for the Work.3) CONSTRUCTION CONTRACTOR HAZARDOUS WASTE RELEASE. Construction Contractor shall refrain from release of a Hazardous Substance on Agency property during the Work. This includes a Release of a Hazardous Substance pre-existing on Agency property under the following circumstances:<ol style="list-style-type: none">a) If Agency has made Construction Contractor aware of the existence of the Hazardous Substance pre-existing on Agency's property and if Agency has provided an area free from the Hazardous Substance sufficient for Construction Contractor to perform the Work: or



	<p>b) If Agency has not made Construction Contractor aware of the pre-existing Hazardous Substance on Agency's property, but Construction Contractor or any Subcontractor failed to act reasonably when it encountered the Hazardous Substance.</p> <p>4) Construction Contractor shall report immediately to Agency Designated Representative any spills of oil, gas, chemicals or any hazardous Materials. Construction Contractor shall expedite all approved mitigation measures.</p>
11.24 Inclement Weather Day	<p>1) RAIN DELAY. Construction Contractor bears the risk of rainfall activity unless delayed on a critical path for more than 7 days.</p> <p>2) Construction Contractor shall immediately notify the Agency Designated Representative on the day, and any subsequent days throughout the Project, the Construction Contractor is unable to perform Work at the Site on the critical path for more than seven (7) continuous normal Work hours due to inclement weather or rain. The Agency Designated Representative shall confirm the weather conditions and provide a written confirmation to the Construction Contractor.</p> <p>3) Construction Contractor shall submit to the Design Professional and Agency Designated Representative for review a Proposed Change Order request with the number of days the Construction Contractor is requesting a no Cost time extension for Substantial Completion for inclement weather or rain in excess of normal rainfall, along with documentation of the weather days that occurred, and the impact on the critical path Work no later than the end of the month in which the inclement weather day or days occurred. Failure of Construction Contractor to submit a Change Order Request in accordance with this paragraph requirement shall constitute a waiver of additional time for Substantial Completion. Agency Representative shall be the final decision maker on the number of inclement weather days in any Construction Contractor properly submitted Proposed Change Order for extension of time for Substantial Completion in the event of disagreement between the Construction Contractor and Agency Designated Representative. Average days of rain per month will be determined by meteorological data obtained from the closest National Weather Service Station to the Project Site.</p>
11.25 Inspection and Material Testing	<p>1) All Materials and equipment used in the construction of the Project shall be subject to inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.</p> <p>2) CONSTRUCTION CONTRACTOR RESPONSIBILITIES. Construction Contractor shall provide, at Construction Contractor's expense, the testing and inspection services required by the Contract Documents. Construction Contractor shall provide such equipment and facilities as are required for conducting field tests and for collecting and forwarding samples of sufficient size for test purposes. No Materials or equipment represented by samples are to be used until tests, if required, have been made and the Materials or equipment are found to be acceptable.</p> <p>3) UNFIT FOR USE AFTER APPROVAL. Any Material which becomes unfit for use after approval thereof shall not be incorporated into the Work. Approvals or failures to properly inspect or test shall not relieve Construction Contractor from its obligation to perform the WORK in accordance with the requirements of the Contract Documents and to also inspect Construction Contractor's own Work. Failure to discover, inspect, or timely report shall not excuse Construction Contractor from full performance of the Work.</p> <p>4) TIMELY NOTICE. Construction Contractor shall notify Agency Designated Representative and/or Design Professional in writing if any Work will need to be inspected, tested, or approved by someone other than Construction Contractor. Construction Contractor shall coordinate with the Agency and Design Professional well in advance of such testing, inspection, or approval process. Should an inspection, test, or approval be required under this paragraph, Construction Contractor shall bear the sole responsibility for updating the Work Progress Schedule.</p>



	<p>5) NON-CANCELLATION OF SCHEDULED INSPECTIONS. Construction Contractor shall bear all Costs, for any and all instances, in which Construction Contractor fails to cancel no less than twenty-four (24) hours in advance any Construction Contractor scheduled inspection or testing date and time in which the Work will not be or is not ready for the scheduled inspection or testing.</p> <p>6) RETESTING FOR WORK. Construction Contractor shall be responsible for and shall pay all Costs in connection with non-cancellation of scheduled inspections, retesting for Work or Materials found defective or unsatisfactory, including tests covered in this section below entitled "Agency Responsibilities". All Costs for the purpose of paragraph 11.32.4-5 include the standby and travel time for the Agency testing representative, the Design Professional and Agency Designated Representative when due to Construction Contractor's inability to be prepared for the untimely or non-cancelled testing time and date scheduled and retesting due to Construction Contractor defective or unsatisfactory Work. Agency may withhold these Cost expenses from any payment due to Construction Contractor.</p> <p>7) COVERED WORK. Any Work covered by Construction Contractor contrary to the Contract Documents or written instructions of Design Professional or Agency Designated Representative, shall be uncovered at the request of the Design Professional or the Agency Designated Representative for observation and replaced at Construction Contractor's expense. Construction Contractor shall furnish all necessary labor, Materials, tools, and equipment to uncover, expose, or otherwise make available for observation, testing, or inspection any covered Work portion the Agency Designated Representative or Design Professional may require for inspection or testing by others. If Work is found defective, Construction Contractor shall bear all expenses of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If Work is not found defective, Construction Contractor shall be allowed an increase in the Contract Cost, or an extension of time, or both, through an issued Change Order directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction.</p> <p>8) OBSERVABLE DEFECTS. Observable defects are those that are discoverable by routine testing and inspection procedures or by implementing special tests as required or implied by the Specifications. Defects discovered shall be repaired or removed by Construction Contractor as these are identified.</p> <p>9) SUBMITTALS. Written reports of tests and engineering data furnished by Construction Contractor for Design Professional's review of Materials and equipment proposed to be used in the WORK shall be submitted as specified for Shop Drawings.</p> <p>10) AGENCY RESPONSIBILITIES. Agency will provide any inspection and testing services not provided by the Construction Contractor as required by the Contract Documents. Tests will be made by an accredited testing laboratory selected by the Agency. Except as otherwise provided in the <u>Special Terms and Conditions</u>, or the Specifications, sampling and testing of all Materials and the laboratory methods and testing equipment will be in accordance with the latest standards and methods of the applicable national standards.</p>
11.26 Key Personnel	<p>1) AUTHORITY. The Construction Contractor shall designate which of its employees have the authority to enter into agreements with the Agency on behalf of the Construction Contractor, and which of its employees, its Subcontractors, Subconsultants and/or Subcontractors, will bear the primary responsibility for the completion of the Work.</p> <p>2) REMOVAL OF PERSONNEL. Notwithstanding that Construction Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, Agency may at its discretion and, without the obligation to demonstrate cause, instruct Construction Contractor to remove any of its personnel from Agency's facilities or from further assignment under the Contract. In such cases, Construction Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities. The Agency Designated Representative may</p>



11/19/19 Rev1billing

	<p>require, in writing, that the Construction Contractor remove from the Work any employee the Agency Designated Representative deems incompetent, careless, or otherwise objectionable.</p> <p>3) PERSONNEL SUBSTITUTIONS. Construction Contractor shall not be permitted to substitute Construction Contractor Key Personnel, Subcontractors, or Subconsultants and/or Subcontractors after offer submittal, without the prior written approval of the Agency Designated Representative. Requests shall be made in writing detailing the reasons for the requested change and shall not commence without written approval from Agency. The Agency has the right to the same kind and quality of the employee initially offered.</p> <p>4) ROLE APPROVALS. Construction Contractor Key Personnel designated in <u>Offer Documents</u> shall be deemed approved for the roles and responsibilities stated unless expressly stated otherwise by the Agency prior to execution of the Contract.</p>
11.27 Labor and Materials	<p>1) Construction Contractor shall perform Work during regular business hours unless such non-normal Work hours are required by the Contract Documents and not permit overtime Work. Agency Designated Representative may approve alternate Work hours that neither add additional Cost nor time to the Contract Cost or Project Substantial Completion.</p> <p>2) All equipment, Materials, and articles incorporated into the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, shall be stored, applied, installed, connected, erected, used, cleaned and conditioned by Construction Contractor in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, unless otherwise specifically provided in the Contract Documents.</p> <p>3) References in the Specifications to equipment, Materials, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality, function, and type, and shall not be construed as limiting competition.</p> <p>4) All Work under this Contract shall be performed in a skillful and workmanlike manner. Construction Contractor shall provide competent, suitably qualified personnel to survey, lay-out, and construct the Work as required by the Contract Documents and maintain good discipline and order at the Site at all times.</p> <p>5) Construction Contractor is solely responsible for construction means, methods, techniques, sequences or procedures, for safety precautions and programs, protection of installed Work, for coordinating all portions of the Work under the Contract and quality controls in connection with the Work, and will utilize the above so as not to destroy Materials for reuse or to remain the property of the Agency</p> <p>6) The Construction Contractor shall be responsible for all Materials delivered and Work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been partially accepted under the Contract. Construction Contractor shall remain responsible for the care and protection of Materials and Work in the areas where Punch List items are completed until Final Completion.</p> <p>7) The Construction Contractor shall provide and pay for labor, Materials, equipment, tools, construction equipment and machinery, drinking water, water, heat, ventilation, utilities, barricades, lighting, construction and warning signs, temporary fire protection, transportation, temporary facilities, fencing, appliances, fuel, power, light, heat, telephone, sanitary facilities, and services necessary for the construction, performance, testing, start-up, inspection and completion of the Work. Any temporary sanitation facilities shall be serviced a minimum of one (1) time weekly.</p> <p>8) Construction Contractor shall install and maintain temporary fencing with lockable gates as indicated or directed by the Agency Designated Representative.</p> <p>9) Materials, equipment or items required for Work which are shown on the Drawings but not mentioned in the Specifications or Materials, equipment or items required by the Specifications but not shown on the Drawings, shall be</p>



	<p>furnished and installed the same as though both shown on the Drawings and required by the Specifications.</p> <p>10) Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the <u>Scope of Work</u>, Agency is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Construction Contractor to deliver and install only products that are already safe and compliant.</p> <p>11) Construction Contractor shall pursue with diligence the procurement of any long-lead-material or equipment required for the Work and provide the Agency Designated Representative with an anticipated and consistently updated schedule for the delivery.</p> <p>12) Materials and equipment procured and installed by the Construction Contractor shall be in accordance with Specifications and derived from the energy life cycle Cost analysis pursuant to the latest revision of A.R.S. §34-452.</p> <p>13) For any Agency furnished equipment or Material that will be in the care, custody, and control of Construction Contractor, Construction Contractor is responsible for damage or loss. Agency shall deliver to Construction Contractor a complete list and respective values of such Materials or equipment and make an equitable adjustment to the contract amount for any increase in Cost of Builder's Risk insurance.</p> <p>14) Construction Contractor shall provide and install weather-tight or temporary enclosures for protection of in progress and completed construction Work from exposure and weather. Construction Contractor shall remove protection when no longer needed.</p> <p>15) Construction Contractor shall store Materials in their original packaging with any and all seals and labels intact and visible.</p> <p>16) Construction Contractor shall remove Agency-salvaged items with care and in a workmanship-like manner and deliver items not being reinstalled, ready for use, to a nearby area as instructed by the Agency Designated Representative.</p>
11.28 Liquidated Damages	<p>The Construction Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract time.</p> <p>Time limits stated in the Contract are of the essence of the Contract. By executing the Contract, the Construction Contractor confirms that the Contract time is a reasonable period for performing the Work. Any Construction Contractor delay beyond Substantial and Final Completion dates shall be subject to liquidated damages. Liquidated damages shall be assessed as detailed in the <u>Special Terms and Conditions</u>.</p>
11.29 Meeting Minutes	<p>Construction Contractor or Agency authorized Construction Contractor substitute, shall attend and draft complete minutes of each Project design and construction meeting between Construction Contractor, Agency and Design Professional, and submit them to Agency for approval within five (5) calendar days after each Project conference.</p>
11.30 Observations	<p>Design Professional, Agency Designated Representative, and/or Construction Contractor observations shall be for the purpose of ascertaining the progress of the Work, to include but is not limited to, the character, scope, quality and detail of construction (including workmanship and Materials) compliance with the design expressed in the Contract Documents, directives of the Agency Designated Representative, approved product data and samples and clarification drawings.</p> <p>Observations shall be separate from any inspections which may be provided by the Agency. Any Agency provision of inspection services, if any, shall not relieve Construction Contractor of its responsibilities under this Contract.</p>
11.31 Pre-Bid Conference Site Visit	<p>Agency's Procurement Officer may conduct, and Construction Contractor and its Subconsultants and/or Subcontractors shall attend and participate in pre-bid conferences and pre-bid Site visits with potential bidders to help identify questions that bidders may raise during the Bidding phase. Questions from prospective Bidders shall be collected by the Agency's Procurement Officer during these conferences and Site visits. No questions shall be answered at these events which require interpretation, clarification or modifications of the Contract Documents</p>



11.32 Preconstruction Conference	Agency may conduct a Preconstruction conference after Contract award and before Construction Contractor starts Work at the Project Site. Conference discussion will establish the lines of communication among the parties as to the Work, coordination of Work, and procedures and handling of the Schedule of Values, Shop Drawing and other submittals, Construction Schedule, and Payment Application processing. The Construction Contractor, Construction Contractor's Superintendent, and Construction Contractor's designated safety officer shall attend the Pre-Construction Conference. The Design Professional shall attend if requested by Agency.
11.33 Project Close Out	Construction Contractor shall submit Project Close Out documents as listed in Exhibit M in appropriate quantities as indicated in the Contract Documents to the Construction Contractor. Construction Contractor shall ensure documents are complete and accurate and provide written acceptance to the Agency. Construction Contractor shall not submit final Application for Payment until documents are accepted by the Agency.
11.34 Proposed Change Order Review	During performance of Construction Phase Services, the Agency shall review Construction Contractor's proposed Change Order(s) for fairness of pricing and make recommendations to the Agency on fairness of pricing for the Materials and Work. Any Construction Contractor proposed Change Order shall include the estimate of Cost and of probable effect of delay on progress of the Work if any.
11.35 Proprietary Specifications	<ol style="list-style-type: none"> Under A.R.S. § 34-104, if a Contractor or the Agency includes bidding, contracting, or purchasing specifications that are proprietary to one supplier, distributor, or manufacturer, then the details of the essential characteristic of that product will be included in the <u>Special Terms and Conditions</u> with a statement indicating that the Contractor shall consider alternative products which have the aforementioned desired essential characteristics. Design Professional shall consider, and provide recommendations to the Agency to either approve or reject, any and all alternative product proposals that are submitted at least eight (8) days prior to the deadline for receiving bids for this Solicitation. If any alternative product proposal is approved, the Design Professional shall modify the bidding documents to include the alternative product proposal by the end of the fifth day prior to the deadline for receiving bids and publish the documents that same day. If the Design Professional considers rejection of any alternative product proposal, the Design Professional shall provide the Agency with notice of that rejection, including the details of the alternative product proposal, prior to the deadline for receiving bids. No modification shall be made without the approval of Agency.
11.36 Recalls	The Construction Contractor shall provide the Agency with timely notice of any recall notice, technical service bulletin, or other important notification affecting the Work. (collectively, "recalls" hereinafter). Notwithstanding whatever protection Construction Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Construction Contractor shall handle recalls entirely and without obligation on Agency's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.
11.37 Recovery of Work Effort	At any time, the Construction Contractor presents a Work Progress Schedule and the forecast indicates the Construction Contractor will not finish critical path or milestone Work within fourteen (14) days of the time originally scheduled for completion of the Work (potentially causing a delay of the Substantial Completion date), the Construction Contractor shall provide a new recovery plan for Work to the Agency Designated Representative. The Construction Contractor new recovery plan for Work shall address at a minimum additional efforts for concurrent operations, logic and sequence changes, additional manpower, additional shifts, or overtime Work at no Cost or extension of time for Substantial Completion to the Agency. Upon approval of the Agency Designated Representative the recovery plan for Work will become the updated Work Progress Schedule.
11.38 Record Documents	<ol style="list-style-type: none"> UPDATING RECORD DOCUMENTS. Design Professional or other party specified by Agency shall be responsible for updating the Record Documents for all Construction Contractor initiated documents and changes to the Contract Documents due to coordination and actual field conditions, including RFIs. Design Professional shall be responsible for updating the Record Documents



	<p>for any addenda, Change Orders, Construction Contractor supplemental instructions and any other alterations to the Contract Documents generated by Construction Contractor or Agency.</p> <p>2) MAINTAIN AT SITE. Construction Contractor shall maintain at the Site one copy of all Drawings, Specifications, addenda, approved submittals, Contract modifications, schedules, and all Project correspondence and provide Agency and Construction Contractor access to these documents for reference and examination. Construction Contractor Keep current and maintain Drawings and Specifications in good order with postings and markings to record actual conditions of Work and show and reference all changes made during construction, and reflect the actual field conditions and representations of the Work performed, whether it be directed by addendum, Change Order or otherwise.</p> <p>3) MONTHLY UPDATE. Record Documents shall be updated a minimum of monthly prior to submission of a Payment Application or as otherwise directed by Agency. Construction Contractor failure to maintain current Record Documents shall constitute cause for Agency denial of a Progress Payment otherwise due.</p> <p>4) TRANSFER OF RECORD DOCUMENTS TO AGENCY. Construction Contractor shall furnish a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications, or parts for all installed equipment, systems, and like items and as described in the Contract Documents prior to requesting Substantial Completion inspection with the Construction Contractor. After review by the Construction Contractor and acceptance by the Agency Designated Representative, one (1) electronic media copy and one (1) reproducible copy of the Record Documents shall be provided in the format designated by the Agency Designated Representative.</p> <p>5) PREPARATION OF RECORD DOCUMENTS. Record Documents shall be carefully and neatly prepared by a competent drafter familiar with the Work.</p>
11.39 Requirements at Location	<p>1) Construction Contractor acknowledges that the location of its Work for the Project might be inside an industrial building, institutional building, or one of various office types and classes and Construction Contractor personnel shall conduct themselves cordially and professionally with Agency personnel and the public.</p> <p>2) When performing the Work requires Construction Contractor personnel to Work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Construction Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for Work, visitor dress code, and other applicable rules. Agency will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Construction Contractor has failed to make the confirmation or comply with the applicable conditions.</p> <p>3) Construction Contractor shall ensure Construction Contractor personnel and Subconsultants and/or Subcontractors performing Work at the Project Site:</p> <p>a) Park in any assigned location at the Site;</p> <p>b) Have proper State or federal issued identification within their possession at all times;</p> <p>c) No eating, drinking, or smoking except in designated areas.</p> <p>4) Construction Contractor shall adequately monitor and control noise levels.</p>
11.40 Returns	<p>1) Agency may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within 30 (thirty) days after receipt.</p> <p>2) If Agency elects to return delivered Materials, then Agency shall pay all freight, delivery, and transit insurance Costs to return the products to the place from which Construction Contractor shipped them, provided that, if Agency returns delivered Materials because they are defective or non-conforming or for any</p>



11/19/19 Rev1billing

	other reason having to do with Construction Contractor fault or error, then Agency will not be responsible for paying freight, delivery, or transit insurance Costs to return the products and may, at its discretion, either have those billed directly to Construction Contractor or offset them under paragraph 8.6 [Right of Offset].
11.41 Schedule of Values	Prior to the execution of Work, the Construction Contractor shall submit to the Agency for approval a Schedule of Values (See Exhibit R) allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy. This Schedule of Values, unless objected to by the Design Professional and/or Agency Designated Representative, shall be used as a basis for reviewing the Construction Contractor's Payment Applications. The Schedule of Values shall include quantities and unit prices aggregating the Contract Cost, and for lump sum items shall subdivide the Work into component parts in sufficient detail to serve as the basis for Progress Payments during construction.
11.42 Shop Drawings, Product Data and Samples	<ol style="list-style-type: none">1) The Construction Contractor shall maintain at the Site for the Agency one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Design Professional and/or Agency and shall be delivered to the Design Professional for submittal to the Agency upon completion of the Work.2) Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Construction Contractor proposes to conform to the information given and the design concept expressed in the Contract.3) The Construction Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved or other appropriate action taken by the Design Professional and/or Agency. Such Work shall be in accordance with approved submittals.4) The Construction Contractor shall not be relieved of responsibility for deviations from requirements of the Contract by the Design Professional's and/or Agency's review and approval of Shop Drawings, Product Data, Samples or similar submittals unless the Construction Contractor has specifically informed the Design Professional and/or Agency's in writing of such deviation at the time of submittal and the Design Professional and/or Agency has given written approval to the specific deviation. The Construction Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Design Professional's and/or Agency's approval thereof.5) The Construction Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, product Data, Samples or similar submittals, to revisions other than those requested by the Design Professional on previous submittals.6) When professional certification of performance criteria of Materials, systems or equipment is required by the Contract, the Construction Contractor shall be entitled to rely upon the accuracy and completeness of such calculations and certifications but shall use due care and identify and notify the Agency of any palpable errors.7) Construction Contractor shall submit Shop Drawings to the Design Professional and State Fire Marshall or appropriate authority having jurisdiction for any required modifications to sprinkler or alarm system Work.8) Construction Contractor will update to show actual conditions for Work specified and shall submit final Shop Drawings to Agency.
11.43 Special Inspections and Testing	The Agency shall recommend special inspection or testing and any retesting of the Work in accordance with the provisions of the Contract Documents if, in Agency's reasonable opinion, such inspection or testing or retesting is necessary or advisable for the implementation of the Contract Documents, regardless of the state of completion of the Work subject to such inspection or testing or retesting.
11.44 Statutory Review	<ol style="list-style-type: none">1) The Design Professional shall design and prepare the Construction Documents in compliance with all applicable laws, codes, regulations, and generally accepted engineering and design standards, and shall incorporate any and all Agency Standards where applicable to their Work.



	<ol style="list-style-type: none">2) The Design Professional shall submit final Construction Documents for review to the Agency Designated Representative for submittal to the Statutory Review. Design Professional shall verify presentation requirements for the review with the Agency's Designated Representative. The Arizona Department of Administration Statutory Review is the authority having jurisdiction and is the enforcement agency for code requirements.3) The initial submission fee and one (1) re-review fee for submission to the Statutory Review may be paid by the Agency or paid by Design Professional firm a part of a Reimbursable Expense as requested by the Agency. Any subsequent submission fees shall be paid by the Design Professional firm in accordance with the Solicitation Performance Guarantee requirements.4) Design Professional shall give Agency sufficient rights and privileges to use to any and all Design Professional Work in furtherance of the Scope of Work including, but not limited to, distribution and submission of Design Professional Work.5) A State Inspector will conduct regular inspections and the Work must be in compliance before permanent occupancy will be allowed. Regular inspections must be performed at each stage of construction prior to concealment or cover.
11.45 Structural, Mechanical, Electrical, Calculations	Construction Contractor shall provide Agency the Project structural, mechanical, and electrical calculations upon request. Calculations shall be checked and stamped by an engineer registered in the applicable discipline.
11.46 Submittal Register	The Construction Contractor shall prepare and keep current, for the Design Professional's approval, a schedule of submittals which is coordinated with the Construction Contractor's Construction Schedule and allows the Construction Contractor reasonable time to review Submittals.
11.47 Substantial and Final Completion	<ol style="list-style-type: none">1) When the Construction Contractor considers the Work, or a portion thereof is Substantially Complete the Construction Contractor shall prepare and submit to the Agency and/or Design Professional a comprehensive list of items (Punch List) to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Construction items the Construction Contractor is requesting to be deferred for completion.2) The Agency and/or Design Professional will perform an inspection of the Work within five (5) days to accept or reject the Punch List to determine whether the Work or designated portion thereof is substantially complete. If the Agency and/or Design Professional's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents, the Contractor shall complete and or correct those items and then submit a request to the Owner and Design Professional for another inspection to determine Substantial Completion of the Work.3) EXHIBIT K - SUBSTANTIAL COMPLETION CERTIFICATE. When the Work, or designated portion thereof, is Substantially Complete, the Design Professional and/or Owner will prepare a Certificate of Substantial Completion (Certificate) that shall establish the Substantial Completion date, establish responsibilities of the Owner and Contractor to include, but not limited to: security, maintenance, heat, air conditioning, utilities, damage to the Work and insurance. The Certificate will establish the date and time within which the Contractor shall finish all Punch List items attached thereto. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work, unless otherwise provided in the Certificate of Substantial Completion.4) Construction Contractor shall submit an Exhibit H-Application for Payment for payment of all Work, less retention if retention was held. If retention was not held, final payment will not be issued until all items listed on Exhibit M-Contractor Project Closeout have been received by the Agency.5) PARTIAL OCCUPANCY. The Agency may occupy or use a portion of the Project prior to Contract completion if the authority having jurisdiction over the Project authorizes the Agency to occupy the portion of the Project. The Construction Contractor shall proceed with submission to the Agency for a Substantial Completion inspection for the portion of the Work Project prior to the Agency occupying or using a portion of the Project.



11/19/19 Rev1billing

	<p>6) EXHIBIT L - FINAL COMPLETION CERTIFICATE. The date of Final Completion of the Contractor's Work is the date signed by the Design Professional, Contractor, Compliance Officer and Project Manager that all Work is 100% complete in accordance with the Contract Documents including all those items listed on Exhibit M-Contractor Project Closeout. The Construction Contractor will submit an Application for Final Payment for certification by the Agency.</p>
11.48 Substitution of Material or Equipment	<p>1) Construction Contractor shall not order or install any substitute Material or equipment without the Agency Designated Representative prior written approval of the substitute.</p> <p>2) If Contract is a firm fixed price, all substitution requests shall be submitted by the Construction Contractor in accordance with the <u>Solicitation Instructions to Offerors</u> and approved by the Agency Designated Representative prior to the Bid Opening Date listed in the State e-procurement system. Prior to the Bid Opening Date, the Procurement Officer issued Addenda authorizing use of the substitute shall serve as the written approval.</p> <p>3) Agency Designated Representative shall review all Construction Contractor furnished data for review to include maintenance, repair, and replacement for the proposed substitute.</p> <p>4) The Agency may not approve any extension of Contract time for Construction Contractor Project completion due to a substitute unless Agency determines the time extension is in the best interest of the Agency.</p>
11.49 Supervision and Project Administration	<p>1) The Construction Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract either by activities or duties of the Agency in the Agency's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Construction Contractor.</p> <p>2) The Construction Contractor shall supervise and direct the Work using the Construction Contractor's best skill and attention.</p> <p>3) Construction Contractor shall provide project administration for all Construction Contractor's Subcontractors, vendors, suppliers, and others involved in implementing the Work and shall coordinate administration efforts with those of the Construction Contractor and Agency Designated Representative.</p> <p>4) Construction Contractor's project administration includes periodic daily reporting on weather, Work progress, labor, Materials, equipment, any and all obstructions to prosecution of the Work, accidents and injuries, and transmitted no less frequently to the Agency Designated Representative than on a weekly basis.</p> <p>5) The Construction Contractor shall be responsible to the Agency for acts and omissions of the Construction Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work for the Construction Contractor.</p>
11.50 Surplus of Materials Purchased	<p>1) After completion of installation the Construction Contractor shall return any unused Materials purchased under an Allowance to the supplier or manufacturer (when allowed by manufacturer) for credit to the Agency for the Cost of Work if determined economically practical by the Agency.</p> <p>2) If Agency determines unused Materials are not economically practical to return, the Construction Contractor shall dispose of Material or place in Agency storage as directed by the Agency Designated Representative.</p>
11.51 Survey Reference Points	<p>Construction Contractor shall be responsible for laying out the Work, shall protect and preserve the established survey reference points and shall make no changes or relocations without the prior written approval of the Agency. Construction Contractor shall report to Agency Designated Representative whenever any monument or reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. Construction Contractor shall be responsible for replacement or relocation of such reference points by a licensed surveyor.</p>
11.52 Training	<p>Construction Contractor shall provide training to Agency designated personnel including operation and maintenance for all newly installed equipment or controls for the Project.</p>



11/19/19 Rev1billing

11.53 Transition	If needed, during commencement, Construction Contractor shall attend transition meetings with any outgoing Construction Contractors to coordinate and ease the transition so that the effect on Agency's operations is kept to a minimum. Agency may elect to have outgoing Construction Contractors complete some or all of their Work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Upon the expiration or termination of the Contract, Construction Contractor shall Work closely with any new (incoming) Construction Contractor and Agency to ensure as smooth and complete a transfer as is practicable. Agency's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Construction Contractor and the incoming vendor.
11.54 Unknown, Unforeseen, or Concealed Conditions	<ol style="list-style-type: none">1) If conditions are encountered at the Site which are (a) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then written notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty four hours after first observance of the conditions.2) It is understood that Construction Contractor, prior to award, has inspected the Site, was free to do its own tests and inspections, and in undertaking this contract, warrants that the Site is suitable for construction and accepts the risk of all Site conditions.3) Any reports and Materials provided to Construction Contractor prior to construction are for informational purposes only. However, if Construction Contractor believes that the Agency materially misrepresented the condition of the Site then the Agency will promptly investigate such conditions. Should the Agency determine that the Site differs from the Contract Documents such that there will be a material change to Construction Contractor's Contract Cost and/or Schedule for the performance of any part of the Work, then the Agency will recommend an equitable adjustment in the Contract Cost and/or Contract time. If the Agency determines that the conditions at the Site are not materially different from those indicated in the Contract Documents, and no change in the Construction Contractor's Cost or Schedule is justified, then the Agency shall so notify the Construction Contractor in writing stating the reasons.
11.55 Utilities	<ol style="list-style-type: none">1) The Construction Contractor is responsible for locating all existing utilities prior to Work.2) Unless otherwise provided in the Contract, the amount of each utility service consumed shall be charged to or paid for by the Construction Contractor at prevailing rates charged to the Agency or, where the utility is produced by the Agency, at reasonable rates determined by the Contracting Officer. The Construction Contractor shall carefully conserve any utilities furnished without charge.3) Contract shall provide temporary heat and ventilation as required to maintain environmental conditions for installation or installed Material to meet, protect, dry, or cure conditions. Use of heating or ventilation equipment types shall be authorized by Agency Designated Representative or Design Professional.4) Temporary lighting shall be adequate for construction and traffic conditions.5) The Construction Contractor, at its expense and in a workmanlike manner satisfactory to the Agency Designated Representative, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the Work by the Agency, the Construction Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.6) Construction Contractor temporary utilities shall fulfill any and all security, protection, and safety requirements.



11/19/19 Rev1billing

11.56 Utility Shut Down and Start-Up	Construction Contractor shall coordinate all utility shutdown and start-up required for performance of Work through the Agency Designated Representative.
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12.0 Agency Responsibilities

12.1 Access to Work Site	The Agency will provide Construction Contractor with access to the Work Site, as necessary, for the preparation for, and review of, the Work.
12.2 Accuracy of Information	Agency may provide in the <u>Solicitation, or by other means</u> , any reports of investigations and tests of subsurface and latent physical conditions at the Site, and any reports of conditions that otherwise may affect cost. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions which may be encountered at the Site or to constitute explicit or implicit representations as to any other matter contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
12.3 Errors or Omissions	The Agency will promptly notify the Construction Contractor in writing if it becomes aware of a material error, potential error, or omission in the Work, Design Requirements, and/or Construction Documents.
12.4 Site Information	The Agency will provide the Construction Contractor with basic information regarding the Site locations at which the Work will be performed. This basic information may include surveys, Site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations.
12.5 Communications	The Agency will facilitate communication between Construction Contractor and other Agency contractors, as needed.
12.6 Contractor Agreements, Related Construction	The Agency will meet with the Construction Contractor to coordinate its Work prior to finalizing a related Construction Contract. Any related Construction Contracts will be made available through the State's eProcurement system.
12.7 Promotional Materials	Agency will endeavor to timely review and respond to any written Construction Contractor request for permission for use of photographic or other artistic representation of the Work for promotional or other professional materials. Agency shall have full discretion to determine whether to allow Construction Contractor use of the representations.
12.8 Substitutions of Material	Design Professional and/or Agency shall approve any and all substitutions that would cause a change in the Work of the Construction Contractor.
12.9 Timely Review	The Agency and/or Design Professional will endeavor to timely review and respond to any requests from the Construction Contractor deemed necessary to avoid delay or modification to the Schedule.

13.0 Data and Information Handling

13.1 Applicability	Article 13 applies to the extent the Work includes handling of any (a) Agency's proprietary and sensitive data or (b) confidential or access-restricted information obtained from Agency or from others at Agency's behest.
13.2 Data Protection and Confidentiality of Information	<p>1) Construction Contractor warrants that it will establish and maintain procedures and controls acceptable to Agency for ensuring that Agency's proprietary and sensitive data is protected from unauthorized access and information obtained from Agency or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Construction Contractor in any way related to the Contract, provided to Construction Contractor by the Agency, or prepared by others for the Agency are proprietary to Agency, and all information by those same avenues is Agency's confidential information. To comply with the foregoing warrant.</p> <p>a) Construction Contractor shall:</p>



11/19/19 Rev1billing

	<ul style="list-style-type: none">i) Notify Agency immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse;ii) Cooperate with Agency to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; andiii) Notify Agency promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and <p>b) Construction Contractor shall not:</p> <ul style="list-style-type: none">i) Release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless Agency has agreed otherwise in advance and in writing; orii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to Agency's designated representative.
13.3 Personally Identifiable Information	<p>1) Construction Contractor warrants that it will protect any personally identifiable information ("PII") belonging to Agency's employees' or other Construction Contractors or members of the general public that it receives from Agency or otherwise acquires in its performance under the Contract.</p> <p>2) For purposes of this paragraph:</p> <ul style="list-style-type: none">a) PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; andb) "Protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) <i>Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information</i>. <p>NOTE (1): For convenience of reference only, the OMB memorandum is available at: https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf</p> <p>NOTE (2): For convenience of reference only, the GSA directive is available at: http://www.gsa.gov/portal/directive/d0/content/658222</p>
13.4 Protected Health Information	<p>1) Construction Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:</p> <ul style="list-style-type: none">a) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (1) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (2) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (3) Agency's current and published PHI/ePHI privacy and security policies and procedures;b) Will cooperate with Agency in the course of performing under the Contract so that both Agency and Construction Contractor stay in compliance with the requirements in (a) above;c) and will sign any documents that are reasonably necessary to keep both Agency and Construction Contractor in compliance with the requirements in



11/19/19 Rev1billing

(a) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at: <http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

14.0 Information Technology Work

14.1 Applicability

Article 14 applies to any Invitation for Bids, Request for Qualifications, or Request for Quotations for "Information Technology," as defined in A.R.S. § 41-3501(6): "computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

14.2 Information Access

- 1) **SYSTEM MEASURES.** Construction Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.
- 2) **INDIVIDUAL MEASURES.** Construction Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Construction Contractor is responsible to Agency for ensuring that any State Access IDs and passwords are used only by the person to whom they were issued. Construction Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Construction Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
- 3) **ACCESS CONTROL.** Construction Contractor is responsible to Agency for ensuring that hardware, software, data, information, and that has been provided by Agency or belongs to or is in the custody of Agency and is accessed or accessible by Construction Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. Agency may restrict access by Construction Contractor personnel, or instruct Construction Contractor to restrict their access, if in its determination the requirements of this subparagraph are not being met.



14.3 Pass-Through Indemnity	<ol style="list-style-type: none">1) INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Construction Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to Agency such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with Agency in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Construction Contractor is required to do by the Uniform Terms and Conditions, then Construction Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.2) NOTIFY OF CLAIMS. Agency shall notify Construction Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Construction Contractor, with reasonable consultation from Agency, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:<ol style="list-style-type: none">a) Agency reserves the right to elect to participate in the action at its own expense;b) Agency reserves the right to approve or reject any settlement or compromise onc) reasonable grounds and if done so timely; andd) Agency shall in any case cooperate in the defense and any related settlemente) negotiations.
14.4 Redress of Infringement.	<ol style="list-style-type: none">1) REPLACE, LICENSE, OR MODIFY. If Construction Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Construction Contractor shall at its sole Cost and expense and in consultation with Agency either:<ol style="list-style-type: none">1) Replace any infringing items with non-infringing ones;2) Obtain for Agency the right to continue using the infringing items; or3) Modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.2) CANCELLATION OPTION. In every case under 14.5, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, Agency may cancel the relevant Order or terminate the Contract and Construction Contractor shall take back the infringing items. If Agency does cancel the Order or terminate the Contract, Construction Contractor shall refund to Agency:<ol style="list-style-type: none">a) For any software created for Agency under the Contract, the amount Agency paid to Construction Contractor for creating it;4) For all other Materials, the net book value of the product or actual monies paid by the Agency provided according to generally accepted accounting principles; and5) For Services, the amount paid by Agency or an amount equal to twelve (12) months of charges, whichever is less.3) EXCEPTIONS. Construction Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:<ol style="list-style-type: none">a) Modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Construction Contractor Indemnitor;6) Operation of Materials with any operating software other than that supplied by Construction Contractor or authorized or proposed by a Construction Contractor Indemnitor; or7) Combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Construction Contractor Indemnitor.



11/19/19 Rev1billing

14.5 First Party Liability Limitation	<ol style="list-style-type: none">1) LIMIT. Subject to the provisions that follow below and unless stated otherwise in the <u>Special Terms and General Conditions</u>, Agency's first party liability arising from or related to the Contract is limited to the lesser of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.2) PROVISIONS. This paragraph limits liability of any and all damages to which Construction Contractor is entitled under this Contract or that comes out of performance or concerns this contract, regardless of the legal theory under which the liability is asserted. This paragraph 14.5 does not limit the effect of Paragraph 6.2 of this Contract.3) PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.15.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.4) NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Construction Contractor is required by the Contract to provide, and Construction Contractor shall obtain express endorsements that it does not.
14.6 Information Technology Warranty	<ol style="list-style-type: none">1) SYSTEM MEASURES. Construction Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting Agency's proprietary data or confidential information.2) INDIVIDUAL MEASURES. Construction Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Construction Contractor is responsible to Agency for ensuring that any State Access IDs and passwords are used only by the person to whom they were issued.3) Construction Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Construction Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.4) ACCESS CONTROL. Construction Contractor is responsible to Agency for ensuring that hardware, software, data, information, and that has been provided by Agency or belongs to or is in the custody of Agency and is accessed or accessible by Construction Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. Agency may restrict access by Construction Contractor personnel, or instruct Construction Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.
14.7 Specific Remedies	Unless expressly stated otherwise elsewhere in the Contract, Agency's remedy for breach of warranty under paragraph includes, at Agency's discretion, re-performance, repair, replacement, or refund of any amounts paid by Agency for the nonconforming Work, plus (in every case) Construction Contractor's payment of Agency's additional, documented, and reasonable Costs to procure Materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability. If none of the foregoing options can reasonably be effected, or if the use of the Materials by Agency is made impractical by the nonconformance, then Agency may seek any remedy available to it under law.

End of Uniform Terms and Conditions

Uniform Terms and Conditions

Page 54 of 54



Request for Qualifications

Solicitation No.

BPM004397

Description:

General Contractor Job Order Contracting Statewide

**Arizona Department of
Administration**

General Services Division

1400 W. Washington St., Ste. B200
Phoenix, AZ 85007

ATTACHMENT 2

Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "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 goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
3. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 et seq., all offerors must select one of the following:

- ☐ The Company submitting this Offer does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 et seq. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- ☐ The Company submitting this Offer does participate in a boycott of Israel as described in A.R.S. §§35-393 et seq.
- ☐ **Exempt Solicitation, Contract, or Contractor.**

Indicate which of the following statements applies to this Contract:

- ☐ Solicitation or Contract has an estimated value of less than \$100,000;
- ☐ Contractor is a sole proprietorship;



Request for Qualifications

Solicitation No.

BPM004397

Description:

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Phoenix, AZ 85007

- ☐ Contractor has fewer than ten (10) employees; and/or
- ☐ Contractor is a non-profit organization.

Company Name

Signature of Person Authorized to Sign

Address

Printed Name

City

State

Zip

Title



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Phoenix, AZ 85007

ATTACHMENT A: SECTIONS A & B BONDING & ORG CHART

DOWNLOAD, SAVE, AND UPLOAD COMPLETED DOCUMENT

Section A. General.

1. Current Bonding Capacity.
2. Current Bond Rating.
3. Longevity. Indicate how many sureties the Submitter has used in the last 3 years.
4. Describe any claims made against or legal action taken against the Submitter in the last 5 years.

A. GENERAL

(See instructions above)

1. CURRENT BONDING CAPACITY

2. BOND RATING

3. LONGEVITY

4. CLAIMS OR LITIGATION IN THE LAST 5 YEARS. If necessary, attach another page to answer this question. If submitted as a separate file, enter file title here.



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Section B. Organizational Chart of Submitter's Key Personnel.

The organizational chart shall also present a clear, graphic depiction of the lines of communication between project functions. Include all Key Personnel indicated in Section C.

B. ORGANIZATIONAL CHART OF SUBMITTER'S KEY PERSONNEL

<input type="checkbox"/>	Attached
--------------------------	----------

(See instructions above)



Request for Qualifications

Solicitation No.

BPM004397

Description:

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Arizona Department of
Administration

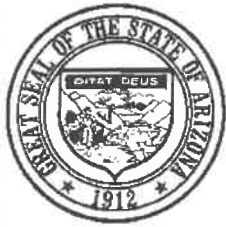
General Services Division

1400 W. Washington St., Ste. B200
Phoenix, AZ 85007

Section C. Resumes of Key Personnel Proposed for This Contract.

Complete this section for Key Personnel who will participate in this project, to include, at a minimum: Superintendent, Project Manager, and Estimator. Submitters should include pertinent management. (See Special Terms and Conditions, Paragraph 4.4.13., Key Personnel.) The following blocks must be completed for each resume:

1. **Name.** Name and title of the subject employee for the resume.
2. **Role in This Contract.** Submitters should ensure they have specifically assigned the roles of the Key Personnel. Additional personnel with additional different roles may also be included, but it is understood these individuals will be added to the definition of Key Personnel for contractual purposes.
3. **Years' Experience.** Total years of relevant experience (block 3a), and years of relevant experience with the Submitter's firm (block 3b).
4. **Location.** City and State of the firm or office where the person is currently headquartered.
5. **Education.** Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.
6. **Professional Training.** Provide information on relevant training this person has completed.
7. **Other Professional Qualifications.** Provide information on any other professional training and qualifications relating to this contract, such as publications, organizational memberships, certifications awards.
8. **Relevant Projects.** Provide information on up to five (5) projects in which the person had a significant role demonstrating the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section D for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section D. Use the check box provided to indicate if the project was performed with any office of the Submitter. If any of the construction projects are not complete, leave 'Year Completed' blank and indicate the status in Brief Description and Specific Role (block (3)).



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Section D. Example Projects Best Illustrating Submitter's Qualifications for This Contract.

Select projects where multiple Key Personnel from Section C worked together, if possible, that demonstrate the Submitter's capability to perform work similar to that required for this contract. Complete one (1) Section D for each project. List three (3) – five (5) projects; each should be equal or similar to the Statement of Work in terms of project type, size, and complexity where the Submitter's Key Personnel from Section C worked together. List only projects awarded within the last five (5) years. In selecting projects for inclusion in Section D, Submitters should seek to demonstrate the following:

- a. Common project experience for the Submitter's Key Personnel as presented;
- b. The Submitter's recent experience in meeting the completion schedule for similar projects;
- c. Projects in similar locations to the Statement of Work; and
- d. The Submitter's awards that have been won for similar projects.

Complete the following blocks for each project. In the event the State checks a particular reference, answers in blocks 2 through 6 and portions of 7 will be used to identify the project to the reference; answers in block 9 may be used in these efforts as well.

1. Example Project Key Number. Start with "1" for the first project and number consecutively.

2. Title. Title of project or contract.

3. Year Completed. Enter the year completed of the construction or repair. If any of the construction or repair projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 7).

4. Location. Location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract. Indicate if any project(s) or contract(s) were in A) Yuma County B) In the City of Yuma. If not, indicate no Yuma County and/or City of Yuma projects (or contract(s)).

5. Contract / Job Order Amount. Indicate the original and final totals of the project or contract.

6. Project Delivery Method. Indicate the contracting vehicle utilized to engage the Submitter. If Other is selected, specify what other method was used.

7. Brief Description of Project and Relevance to This Contract. Indicate (items are of equal importance):

a. Principal elements and special features of the project, including but not limited to:

i. Brief physical description of the project;

ii. A brief discussion of any specific challenges and how they were overcome;

iii. Review of project schedule milestones and whether they were timely met – award date, substantial completion, and final completion;

iv. What the Owner's objectives were and whether they were met.

8a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

8b. Point of Contact Name. Provide the name of a person associated with the Owner or the Owner's Representative for the project. In the event such individuals are not available, Submitter may include an alternate contact who is very familiar with the project and the Submitter's performance.

8c. Point of Contact E-Mail. Self-Explanatory. Submitter should ensure the contact information provided is current.

8d. Point of Contact Phone No. Self-Explanatory. Submitter should ensure the contact information provided is current.

9. Key Personnel. Indicate which Key Personnel, from Section C, played significant roles in the contract or job order.



Request for Qualifications

Solicitation No.

BPM004397

Description:

General Contractor Job Order Contracting Statewide

Arizona Department of
Administration

General Services Division
1400 W. Washington St., Ste. B200
Phoenix, AZ 85007

D. EXAMPLE PROJECTS BEST ILLUSTRATING SUBMITTER'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects up to 5 projects. Complete one Section D for each project.)

1. EXAMPLE PROJECT KEY NUMBER <i>See Instructions</i>	2. PROJECT TITLE
3. YEAR COMPLETED	4. LOCATION <i>(City and State)</i>
5. CONTRACT / JOB ORDER AMOUNT	a. Initial: b. Final:
6. PROJECT DELIVERY METHOD	LOW-BID JOC CM-at-RISK OTHER
7. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(See Form Instructions)</i>	

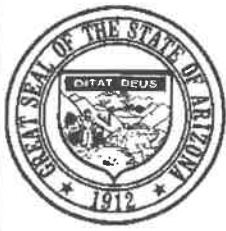
8. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT E-MAIL	d. POINT OF CONTACT PHONE NO.
------------------	--------------------------	----------------------------	-------------------------------

9. KEY PERSONNEL *(from Section C)*

NAME	ROLE	NAME	ROLE

Section E. Key Personnel Participation in Example Projects.



Request for Qualifications

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This matrix is intended to graphically depict which Key Personnel identified in Section C worked on the example projects listed in Section D. Complete the following blocks (see example below).

1. and 2. Names of Key Personnel and Role in This Contract. List the names of the Key Personnel and their proposed roles in this contract in the same order as they appear in Section C.
3. Example Projects Listed in Section D. In the column under each project key number (see blocks 3a – e) and for each key person, place an "X" under the project key number for participation in the same or similar role.
4. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section D.

SAMPLE ENTRIES FOR SECTION E (MATRIX)

1. NAMES OF KEY PERSONNEL (From Section C, Block 1)	2. ROLE IN THIS CONTRACT (From Section D, Block 9)	3. EXAMPLE PROJECTS LISTED IN SECTION D (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		a	b	c	d	e					
Jane A. Smith	Project Manager	X		X							
Joseph B. Williams	Site Manager	X	X	X	X						
Tara C. Donovan	Site Manager	X	X		X						

4. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SEC	NO.	TITLE OF EXAMPLE PROJECT (FROM SECT
a	Federal Courthouse, Denver, CO	c	XYZ Corporation Headquarters, Boston, MA
b	Justin Wilson Federal Building, Baton Rouge,	d	Founder's Museum, Newport, RI



Request for Qualifications

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SECTION F

Failure to fully address all information requested may cause the SOQ to be determined non-responsive.

Response must demonstrate your comprehension of the objectives and services of this solicitation. Do not merely duplicate the description of work described in this Request for Qualifications (RFQ). The Contractor Performance Evaluation Scorecard is included in this Solicitation and the following questions are formatted based on how firms will be scored on their projects. **Firms shall provide responses directly below the numbered questions in this attachment.**

F. MANAGEMENT PLAN

1. Safety and Compliance:

- Please describe methods for complying with contract safety requirements including details from your firm's site safety program, program guidelines to address subcontractor safety, and MSDS (material safety data sheets) program.
- How often is your firm's safety plan updated?
- Has your firm had a formal safety deficiency on past or current project? If so, how was this addressed to the satisfaction of the client?

2. Quality – Compliance With Contract Documents:

- Please describe your firm's methods for quality assurance in complying with contract documents (submittals, plans, specifications, etc.).
- Describe your firm's process for ensuring materials and finishes are correct and in accordance with the contract.
- Please include method or examples for addressing defective or incorrect work i.e. such as the wrong product or manufacturer installed or item was shipped to the site damaged.

3. Organization – Work Plan and Management:

- Please described your firm's method for creating and updating the project schedule from pre-construction through project completion.
- Discuss what strategies your firm utilizes to keep jobs on schedule and how your firm applies or adjusts their strategies.
- Please include your firm's method for selecting staff and supervision for JOC projects.
- Please include your firm's method for submitting and coordinating requests for information and submittals.

4. Execution – Work Performance:

- Please describe your firm's method of executing the work. Include various types of reporting that your firm uses to keep clients informed of work status.
- Please include specific practices for maintaining the schedule, addressing subcontractor performance, compliance with site rules and Agency-specific criteria (such as working in Secure Areas), submitting information and documents such as supplemental Task Orders in a timely manner, submitting complete closeout documentation, completion of punch list and addressing warranty items (include escalation procedures for non-responsive subcontractors).



Request for Qualifications

Solicitation No.

BPM004397

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5. Administration – Contractor Performance:

- Please describe your firm's process for creating JOC proposals, invoicing and other related correspondence and communication that shows compliance with the JOC Manual.
- Please demonstrate how your firm cooperates and collaborates with the Owner and other Team Members to the benefit of the project.
- Please describe your firm's method to resolve disputes.
- Please describe how your firm handles personnel requirements as it varies in volume, both in-house and for subcontractors.
- Please demonstrate that your firm accepts full responsibility for the scope and extent of the Contract.
- Please also demonstrate ability to work with Architect and/or Engineer to avoid conflicts and coordinate the work.

-
6. Based on your firm's understanding of Job Order Contracting, discuss how your firm will approach job order work and changes in job order work, whether initiated by the Owner or by your firm, differently from or similarly to other types of projects such as invitation to bid, tenant improvements or construction manager at risk.

-
7. Provide your approach in offering design, engineering, maintenance and/or operations services. Describe those services and indicate if in-house staff or subcontractors have provided them.

-
8. Discuss your firm's method for training owners on standard and specialty equipment.
-



Request for Qualifications

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Section G. Submitters shall answer the following questions.

1

G. SUBCONTRACTOR SELECTION PLAN

(Submitters shall submit a proposed subcontractor selection plan that selects subcontractors based on qualifications alone or on a combination of qualifications and price and does not select subcontractors based on price alone.)

1. Provide your subcontractor selection plan including the qualification-based selection criteria your firm plans on implementing for this contract. (Note: Subcontractor selection plans may be based on qualifications alone or on a combination of qualifications and price, but shall not be based upon price alone).
2. Describe your firm's current data base of subcontractors- include documents pertaining to the overall management plan, how it is kept up to date for criteria such as performance, safety, quality and other factors like customer service. The documents should include evidence of the plan's purpose, scope, general requirements, procedures to pre-qualify subcontractors, evaluations for safety, and final rating for acceptance into your firm's database of subcontractors.
3. Describe your firm's process for recruiting and accepting new subcontractors, particularly in the local communities where work will be performed. Include documents such as a new subcontractor information or pre-qualification form.
4. Describe your firm's process for addressing issues with subcontractor's such as lack of manpower, falling behind in the schedule, lack of planning, and/or financial problems. Please use specific examples not general statements.
5. Describe your firm's process for educating subcontractors to the State's Job Order Contracting process and ensuring/enforcing the guidelines and rules for projects. Describe your site's communication process with their team of subcontractors to address general safety, project rules, daily check-in's, updating the schedule, document changes, questions for the Owner and/or Architect.
6. Describe your firm's ability to maintain coordinated subcontractor efforts when a project does not contractually require 100% supervision. How does your firm's up-front selection plan affect this aspect of the project?

ARF-8638

Regular Agenda Item 4. J.

Regular BOS Meeting

Meeting Date: 04/02/2024

Submitted For: Joseph Dickison, Facilities Management Director

Submitted By: Amber Martinez, Executive Administrative Assistant

Department: Facilities Management

Information

Request/Subject

Approve an architectural and design concept for the Gila County Go Kart Track.

Background Information

Gila County is currently working on improving the overall experience at the Fairgrounds, with a particular focus on enhancing facilities for the community. One area the Facilities and Land Management Department is looking to improve is the Gila County Go Kart Track, which is situated at the western end of the fairgrounds. The aim is to make the track safe, expanded, accessible, and usable for everyone to enjoy.

Evaluation

Joseph Dickison, Facilities and Land Management Department Director will be presenting the proposed design concept for the Gila County Go Kart Track in partnership with the Gila Monster Racing Committee, a 501 (C) (3) organization. Over the years, there have been several raceways throughout the region that have shut down due to the urbanization of what used to be rural locations for outdoor events such as raceways. The proposal involves investing in the racing program to expand the track while simultaneously establishing safety barriers, ADA (Americans with Disabilities Act) restrooms, announcers, concession booths, and lighting, as well as improving and expanding the parking to accommodate the sport and the addition of mid-size race cars. This expansion will create a racing hub for the region and provide local racers with a safe location to race, eliminating the need to travel each weekend. The plan also includes attracting racers from out of town, and with the ideal climate for nearly year-round racing, it's the perfect opportunity to establish a new racing destination. Currently, the closest similar racetrack catering to mid-size cars and Karts is the Adobe Mountain Speedway in Peoria.

Conclusion

Joseph Dickison, Facilities and Land Management Department Director has partnered with Gila Monster Go-Karts to re-establish a non-profit racetrack at the Gila County Fairgrounds. The track is made possible through the use of land provided by Gila County and countless volunteer hours from board members, community sponsors, racers, and their families. As the sport of racing continues to grow and evolve, there are now more opportunities for both youth and adults to race in alternative Race Karts and Car classes. However, the current track is limited by size, which restricts the number of classes that can be accommodated. Therefore, there is a plan to expand the facility to offer more classes, which will benefit the community by increasing demand for the Fairgrounds RV Park and generate additional revenue for local businesses, including hotels, restaurants, gas stations, and others.

Recommendation

Joseph Dickison and his team recommend that the Board of Supervisors approve an architectural and design concept for the Gila County Go Kart Track, which will cost \$49,146.57. The proposed new design is modern, reliable, and comes equipped with advanced safety features, which will significantly enhance the safety, comfort, and efficiency of the facility.

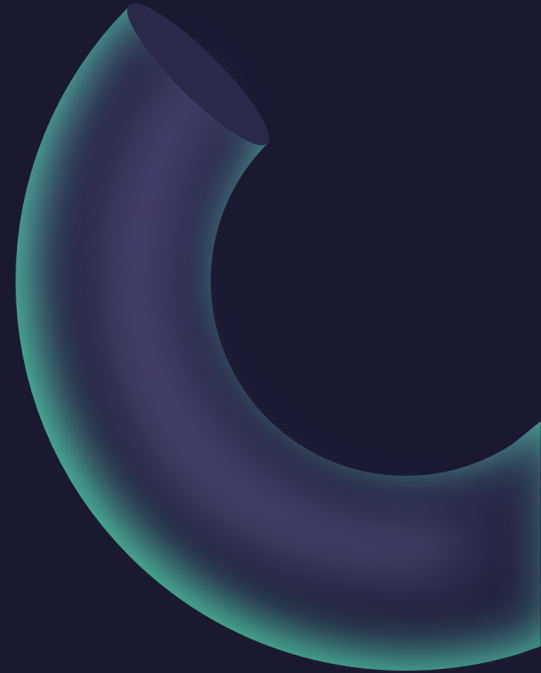
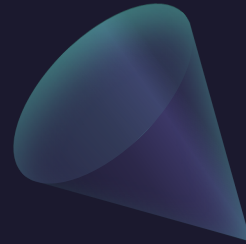
Suggested Motion

Information/Discussion/Action to approve an architectural and design concept for the Gila County Go Kart Track. **(Joseph Dickison)**

Attachments

Go Kart Track Presentation 4-2-24

Gila County Raceway Go-Kart Track



Primary Goals

- Safety
- Gila County Economic Development
- Community
- Discover Gila County

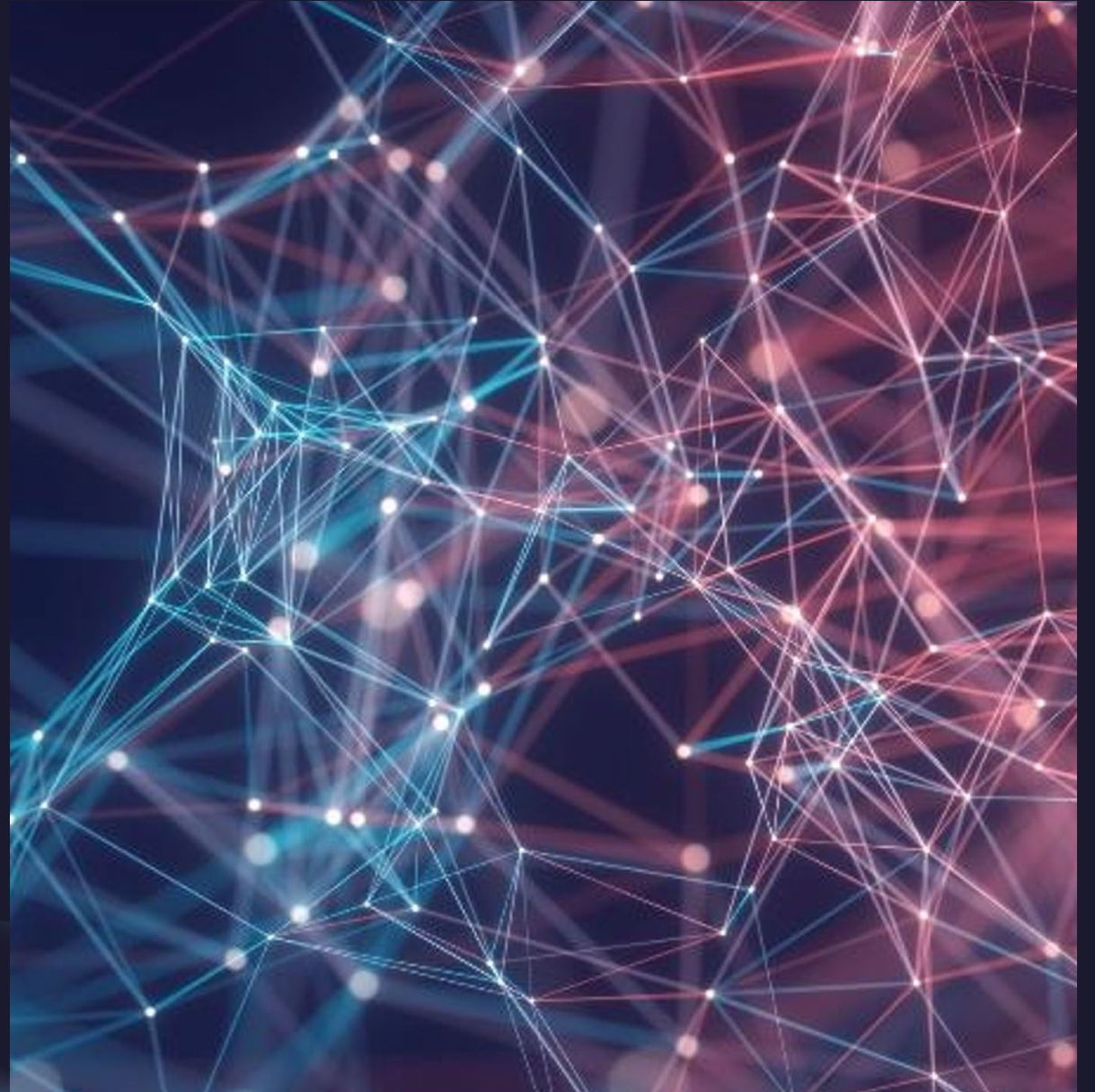




Facility Improvements

- Installation of safe barrier, walls, lighting, signaling, and catch fence installation
- Establish 1/8 mile track, reestablish raceway
- Increase parking/seating
- Install restroom/bleachers/announcer booth/concessions/PA
- Gila Monster Raceway can become sanctioned by multiple national racing organizations.

Thank you



ARF-8629

Regular Agenda Item 4. K.

Regular BOS Meeting

Meeting Date: 04/02/2024

Submitted For: Melanie Mendez, Recycling & Landfill Manager

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2024

Budgeted?: Yes

Contract Dates One year from

Grant?: No

Begin & End: signature

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Contract Award in Response to Request for Proposals No. 120423 -
*Professional Consulting Services Specializing in Solid Waste
Operations.*

Background Information

On January 2, 2024, the Board of Supervisors authorized the advertisement of Request for Qualifications (RFQ) No. 120423 -
Professional Consulting Firms Specializing in Solid Waste Operations.
The RFQ was advertised in the Payson Roundup newspaper on January 9, 2024, and January 16, 2024 with a bid due date of January 31, 2024. IFB No.120423 was emailed to eight contractors. The bid was also advertised on the Gila County website under Procurement and at Dodge Data & Analytics.

Evaluation

Sealed bids were accepted at the Gila County Finance Department through 3:00 P.M. on January 31, 2024. There was one competitive bid received in response to RFP No. 120423. The bid was evaluated in accordance with A.R.S. § 41-2533, Competitive Bidding. Blue Ridge Services, Montana, Inc. met all bid specifications and offered a bid price of \$65,510.

Conclusion

The Recycling and Landfill Management Division is seeking a high-level review of Gila County landfills, an assessment of health and safety, operational efficiency, landfill documentation, and on-site/on-demand training. Blue Ridge Services Montana, Inc. fulfills the required specifications.

Recommendation

The Recycling and Landfill Management Division Manager recommends that the Board of Supervisors award a contract to Blue Ridge Services, Montana, Inc. in the amount of \$65,510.

Suggested Motion

Information/Discussion/Action to review the bid submitted for Request for Qualifications No. 120423 - *Professional Consulting Firms Specializing in Solid Waste Operations*; and award Contract No. 120423 to Blue Ridge Services, Montana, Inc. in the amount of \$65,510.

(Melanie Mendez)

Attachments

Request for Proposals No. 120423 with Award Contract
Addendum 1

GILA COUNTY

REQUEST FOR PROPOSALS (RFP) NO. 120423

PROFESSIONAL CONSULTING SERVICES SPECIALIZING IN SOLID WASTE OPERATIONS

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS

Stephen Christensen, Chairman
Timothy Humphrey, Vice Chairman
Woody Cline, Member

COUNTY MANAGER

James Menlove

TABLE OF CONTENTS

Section 1	Request for Proposals
Section 2	Project Description
Section 3	Scope of Work
	Qualifications
	Task 1
	Task 2
	Task 3
	Task 4
	Task 5
	RFP price sheet instructions
Section 4	Statement of Qualifications Selection Criteria

INTENT

**REQUEST FOR PROPOSALS FOR: PROFESSIONAL CONSULTING SERVICES SPECIALIZING IN SOLID WASTE
OPERATIONS**

Section 1- Request for Proposals

INTENT:

Gila County is seeking a qualified professional consulting firm specializing in solid waste operations to provide a high-level review of Gila County Landfills, assess health and safety, operational efficiency, landfill documentation, and provide on-site/online training. All assessment findings and recommendations are required to reflect the work observed.

For the purposes of this Request for Proposal, "Contractor" is defined as an individual or an entity who submits a bid.

SCOPE OF WORK:

PROFESSIONAL CONSULTING SERVICES SPECIALIZING IN SOLID WASTE OPERATIONS

It is the intent of Gila County to award a contract to a qualified Contractor for the PROFESSIONAL CONSULTING SERVICES SPECIALIZING IN SOLID WASTE OPERATIONS.

Section 3 – Scope of Work

Observe our operation over a minimum of (2) days. Analyze the (2) days of site observation and assessment and prepare and schedule a summary of findings.

This assessment will identify high-priority issues where improvements could have significant impacts on operations in the following areas:

- Health and Safety
 - Compare current safety and operations to optimal best practices.
 - Identify safety deficiencies at Gila County Landfills and provide sound, practical solutions.
- Operational Efficiency
 - Training and support to address the safe and efficient handling of waste at the tipping area and active face.
 - Provide a series of training and support sessions for the Gila County Landfill front-line crew.
 - Provide practical solutions, and customized training based on Gila County Landfill needs.
 - Identify the “gaps” where safety and operations can be improved. The specific topics will be consistent with findings during the “gap” assessment.
- Documentation
 - Examine the policies, processes, and practices at Gila County Landfills and look for safety and operational deficiencies.
 - Develop an assessment summary report.
 - Help establish Standard Operating Procedures (SOPs).
 - Fill sequence planning (optional)
 - Schedule a meeting to review documentation.
- Training
 - Onsite Classroom Training
 - Onsite Field Training
 - On-demand safety training

Task 1- Review basic operations and safety information related to Gila County Landfill operations. This data will include:

Operational Documents/Plans

- Inbound material data
- Vehicle transaction reports
- Heavy equipment hours and hourly owning and operating data
- Equipment Maintenance & Repair Records
- Fire Plan
- Emergency Response Procedures
- Standard Operating Procedures (SOPs)

- Inspection reports and compliance documents
- Organizational/staffing charts and schedules
- Operations plan
- Solid Waste Facility Permits
- Special Occurrence Logs
- 5 years of Operational Training Records
- Data reports for various equipment and vehicles used at the transfer station.
- Inbound Tonnage Transaction (in Excel format (1-year)).
- Any/All Operational or Safety Metrics currently in use

Safety Documents/Plans

- 5 years of Safety Training Records
- 5 years of Accident Reports
- Current employee safety training program, including recordkeeping processes, etc.
- 3 years of Safety Meeting Records
 - Current safety plans, programs, or documentation, including o Injury & Illness Prevention Plans (IIPP)
 - Health and Safety Plans (HASPs)
 - Emergency Response Procedures
 - Standard Operating Procedures (SOPs)
 - Other applicable safety-related programs or guidance documents
- Current customer safety rules and protocol.

Deliverables:

Develop and Conduct Summary of Findings Presentation.

Task 2 – Conduct Onsite Visit

Observe normal day-to-day activities. Interface with Gila County Landfill Staff, observe operations, and assess how effective our existing plans and procedures are, and how staff are interacting with customers. Compare how Gila County Landfill's operation compares to regulations and industry standard practice.

- Observe our operation over 2 days.
- While on-site the assessment team will not interfere with normal, daily operations.

In conducting the on-site portion of the "gap" assessment landfill staff will allow and assist with the following:

- Provide an initial tour of the facility with a manager or supervisor who is knowledgeable about the specific site and operation.
- You may interview managers, supervisors, and operations staff.
- Visit with customers as time and availability allow.
- Observe daily operations.
- Photograph/film safety conditions and operating techniques for project-related purposes.

Specific areas to review:

- Site infrastructure (e.g., roads, tipping pads, excavation areas, litter controls, etc.).
- Facility and machine maintenance.
- Traffic management and control.
- Drop-off areas
- Waste handling (e.g., customer unloading, material pile management, heavy equipment material handling,

- daily cell construction, etc.).
- Tipping pad operations
- Heavy equipment usage.
- Review existing Fill Sequence Plans regarding how they establish operational efficiencies.

All assessment findings and recommendations are required to reflect the work observed.

Deliverables:

- Develop and Submit/Data Request Document (PDF)
- Review and Assess the Completed Questionnaire/ Data Request

Task 3 - Summary of Findings Presentation

Analyze the 2 days of site observation and assessment and prepare and schedule a summary of findings.

- This presentation may be conducted remotely via an online conference platform.

Deliverables:

- Develop and Conduct Summary of Findings Presentation

Task 4 – Develop Gap Assessment Summary Report

Following task 3, develop a brief Assessment Summary Report.

- Summarize high-priority findings.
- Recommendations for the next steps.
- Points discussed during the summary of findings presentation.

Deliverables:

- Develop and Submit Draft Assessment Summary Report
- Develop and Submit Final Assessment Summary Report

Task 5 – Onsite Training and Support

- Onsite Classroom Training
- Onsite Field Training
- On-Demand Safety Training

Deliverables:

- One year access to facility-appropriate on-demand video subscription – no charge.

The content, procedures, and general structure of the deliverables produced during this project may resemble other data performed by the selected consulting firm. The selected consulting firm may retain copyright to the structure and format of the training material. Gila County will retain all ownership and control of our proprietary information that may be provided to us during this project, and it must be protected accordingly.

Please Provide a Rate Sheet Separate from the RFP Package and Estimated Cost

The price and rates will not be a consideration and won't be seen by the reviewing team until a selection has been made. A meeting with the selected firm will be held and if an agreement can't be made, the review team will select the next highest-rated company for negotiations.

Please Provide an Estimated Schedule for the Start Date and End Date

Gila County would prefer to have this project completed by June 30, 2024.

Section 4 – Statement of Qualifications Selection Criteria

The successful professional consulting firm will specialize in solid waste operations and offer a full scope of industry-specific assessment, optimization, and implementation services.

Staff Qualifications

- All staff must have completed the Manager of Landfill Operations (MOLO) certification.

Management, Process, QA/QC

- Local Specialize in solid waste operations and offer a full scope of industry-specific assessment, optimization, and implementation services.

Project Experience

- Describe the experience and qualifications of the specific project team expected to be assigned to this project in providing services for similar projects completed in the last 3 years or ongoing.
- Experience with landfills with less than 100 tons per day capacity is preferred.
- Experience with Arizona landfills located at high elevations (greater than 4000 feet is preferred).
- Provide experience with combined lined and unlined landfills.

Overall Quality of Proposal

Each consulting firm shall be evaluated on the following:

- Staff certification– 20%
- Project understanding and Approach– 20%
- Proposed Schedule – 20%
- Project Experience– 30%
- Overall Quality of the Proposal – 10%

See page 21 of Bid Packet for Price Proposal.

INFORMATION REQUESTS

All requests for additional information shall be put in writing and directed to: Betty Hurst, Contracts Manager, at bhurst@gilacountyaz.gov.

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

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

Addendum

Any addendum issued as a result of any change in this request for sealed proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the bidder checklist & addenda acknowledgment form, page 29.
2. Copies of all addenda must be attached to the submittal.

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

Inquiries

Any questions related to this request for proposal must be directed to those whose names appear on the notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor(s) must not place the request for proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official request for proposal due date and time. **Questions received after 3:00 P.M., Thursday, January 24, 2024, will not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Proposals

Any proposal received later than the date and time specified on the notice for sealed proposal will be returned unopened. Late proposals shall not be considered. Any Contractor submitting a late proposal shall be so notified.

Submittal Proposal Format:

It is required that **One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the proposal and all forms shall be submitted.** The county will not be liable for any cost incident to the preparation of proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. **Spiral bound proposals** are not permitted. Failure to include all required documents, **all with original signatures**, may invalidate the bid.

1. By signature in the offer section of the offer and acceptance page, Contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, county, city, town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the proposal. Delivery charges may differentiate depending on geographical location.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of proposals.
3. The county is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "PROFESSIONAL CONSULTING SERVICES SPECIALIZING IN SOLID WASTE OPERATIONS", Proposal No., "120423 shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound proposals are not permitted.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interests of, and most advantageous to the County of Gila.
 - a. Notwithstanding any other provisions of the RFP, the county reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all proposals; or portions thereof; or
 3. Reissue a request for proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the county contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior proposal for furnishing and installing materials similar in nature or providing similar services.
4. All submitted forms provided in this request for proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose proposals are most advantageous to the county may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the county, within ten (10) days after the date of the notice of intent to award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a timely proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

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

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, its agents, subcontractors, or representatives, awarded this or any portion of this contract by the county, i.e. by submitting proposals to this solicitation requiring sealed proposals, it does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on all forms contained on pages 21 through 30.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the request for proposal issued by the county and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Board of Supervisors. 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 Gila County in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the county procurement code. Any such action is subject to the legal and contractual remedies available to the county inclusive, but not limited to, contract cancellation, suspension and debarment of the Contractor.

Contract Amendments

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

Contract Default

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

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

The county, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to the Contractor. The county at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the county shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the county before the effective date of termination.

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

1. In the opinion of the county, the Contractor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the county, the Contractor attempts to impose on the county material products, or workmanship, for services which are of unacceptable quality.
3. Contractor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the county, the Contractor fails to make progress in the performance of the requirements of the contract or give the county a positive indication that Contractor will perform to the requirements of the contract.

Each payment obligation of the county created hereby is conditioned upon the availability of county, state and federal funds, which are appropriated or allocated for the payment of such an obligation.

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

Indemnification Clause

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

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Finance Department to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the request. If rejected, the purchasing department shall give written notice to the bidder submitting this request.

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 do not limit the indemnity covenants contained in this contract. The county does not warrant 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 may 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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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 does not warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the county with certificates of insurance (ACORD form or equivalent approved by the county) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The county project and 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 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.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this invitation for proposals to enter into a contract with a qualified Contractor to provide PROFESSIONAL CONSULTING SERVICES SPECIALIZING IN SOLID WASTE OPERATIONS for Gila County.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

- 1.1 All proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the proposal specifications.
- 1.2 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of county needs and in no event shall the county be obligated to purchase the exact quantities of any item set forth in the proposal. The county does not guarantee any maximum or minimum amounts of purchase.
- 1.3 Contractor shall review its proposal submission to assure the following requirements are met.
 - 1.3.1 **One (1) original and two (2) copies, total of three (3), all with original signatures, shall be submitted at time of bid opening.**
 - 1.3.2 Qualification and Certification Form (page 18-19)
 - 1.3.3 Price Sheet (page 20)
 - 1.3.4 References List (page 21)
 - 1.3.5 No Collusion Certification (page 22)
 - 1.3.6 Certification of Debarment (page 23)
 - 1.3.7 Intentions Concerning Subcontracting (page 24)
 - 1.3.8 Legal Arizona Workers Act Compliance (page 25)
 - 1.3.9 Israel Boycott Certification (page 26)
 - 1.3.10 Certification of no Forced Labor (page 27)
 - 1.3.11 Certification of no Forced Labor (28)
 - 1.3.12 Checklist & Addenda Acknowledgment (page 29)
 - 1.3.13 Offer Page (page 30)
 - 1.3.14 Acceptance of Offer (page 31)

SECTION 2.0

Proposal Pricing & Term

- 1.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price 2.2
- Term: All aspects of the contract deliverables must be completed by June 30, 2024. On-demand training will be provided for (1) year (365 days) from the date of contract completion with renewable options.

SECTION 3.0

3.1 Evaluation of Proposal and Negotiations

The finance director may appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Request for Proposals . The board of supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Request for Proposals .

For the purpose of conducting negotiations, the county shall determine what proposals are susceptible for being selected for award. A determination that a proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the county files. If it is determined a proposal is not reasonably susceptible of being selected for award, the Contractor shall be notified and shall not be afforded an opportunity to modify its proposal.

3.2 Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting negotiations. Disclosure of a contractors' price or any information derived from competing proposal prices or any information derived from competing proposals is prohibited.
- - a. Any response to a request for clarification of a proposal shall be in writing.
 - b. Gila County shall keep a record of all negotiations.
- For the purposes of conducting negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
 - a. Concurrent Negotiations: Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and or contract award.
 - b. Exclusive Negotiations: A determination may be made by the director to enter into exclusive negotiations with the responsible Contractor whose proposal is determined in the selection process to be most advantageous to the county.
- Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations.
 - a. A determination to conduct exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Contractor.
 - b. If exclusive negotiations are conducted and an agreement is not reached, the county may enter into exclusive negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

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

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

Contract Number 120423 PROFESSIONAL CONSULTING SERVICES SPECIALIZING IN SOLID WASTE OPERATIONS

The applicant submitting this proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
Blue Ridge Services, Montana, Inc.
601 Kelly Ridge Rd, Victor, MT 59875
406-3708544
Neal Bolton, Principal
2. Has 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 Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor'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 must also provide at least the following information:
 - a. A brief history of the Contractor.
 - b. A cost proposal shall be submitted on the price sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the scope of services described herein; shall be submitted on the reference list, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. Gila County reserves the right to request additional information.

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** _____
(If Applicable)

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

7. **Current Contractor Business Arizona License Number:** _____
(If Applicable)



Signature of Authorized Representative

Neal Bolton

Printed Name

President

Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFQ 120423 PROFESSIONAL CONSULTING SERVICES SPECIALIZING IN SOLID WASTE OPERATIONS.

Contractor Name: Blue Ridge Services Montana Inc Phone No.: 406.370.8544

COSTS	
Annual Rate (Contractor shall be paid per monthly expenditure report. Monthly expenditure report shall be submitted to Gila County by the 15 th of the following month)	\$ _____ See rate sheet next page
TOTAL COST	\$ <u>45,510.00</u>

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



Signature of Authorized Representative

Neal Bolton

Printed Name

President

Title

COST ESTIMATE

We have summarized the cost for our team to perform the work described in this proposal. This cost estimate includes all labor, materials, and expenses (including all associated travel, meal, and lodging expenses) required to perform the tasks described within this proposal. The estimated price is based on a not-to-exceed fixed fee and will be invoiced monthly for tasks completed. We are assuming that onsite trainings will be conducted at one facility. If work on any task spans more than 1 month, we will invoice based on the percent completed for those tasks. Our total cost will not exceed this amount without your written authorization.

Task No.	Description	Total Cost
Task 1-4	Perform Gap Assessment, Presentation of Findings & Submit Draft/Final Report	\$41,220
Task 5	Develop and Conduct Onsite Training & Support	\$24,290
Total:		\$65,510.00


It should be understood that: the content, procedures and general structure of the deliverables produced during this project may resemble other data performed by BRS. Thus, BRS will retain copyright to the structure and format of the training material. As set forth in this proposal, you may utilize all information provided through this project at your facility.

Of course, you will retain all ownership and control of your proprietary information that may be provided to us during this project, and it will be protected accordingly.

This estimated cost is based on our standard billing rates shown here. This rate schedule will be in effect for 90 days from the date of the proposal. Payment is due per terms of contract or late charges may apply.

PROJECT TIMELINE

Project will be completed by June 30, 2024 provided that we receive the necessary documentation and data questionnaires back in a timely manner.

 Standard Billing Rates	
CLASSIFICATION	RATES
LABOR	Per Hour
Principal Engineer	\$350.00 USD
Operations Consultant IV	\$300.00 USD
Operations Consultant III	\$265.00 USD
Operations Consultant II	\$220.00 USD
Operations Consultant I	\$155.00 USD
Senior CAD/GIS Designer	\$265.00 USD
Videographer/Production	\$195.00 USD
Technical Support III	\$175.00 USD
Technical Support II	\$135.00 USD
Technical Support I	\$95.00 USD
EXPENSES	Per Unit
Project Related Expenses	Cost + 10%
Per Diem	\$75.00 (USD)/day
Mileage	\$1.50 (USD)/mile
(Effective 10/22)	

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

References

Please list a minimum of three (3) references for contracts, entered into or completed, of similar size and scope, as this Request for Qualifications during the past twenty-four (24) months. Bidder may attach further reference information as necessary. **See Appendix E of our proposal for more references.**

1. **Company:** City of Augusta
Contact: Hameed Malik, Ph.D, PE
Phone: 706-796-5040
Address: _____

Job Description: Our team has provided a number of services for the City of Augusta's Deans Bridge Landfill, including operational assessment, several rounds of onsite training, evaluation and recommendations for managing onsite stormwater, development of landfill waste sequence planning, and other various operational services.

2. **Company:** City of Burbank
Contact: John Molinar
Phone: 818-238-3919
Address: _____

Job Description: We have conducted CORE™ assessment for the landfill operation. Developed long-term site planning and interim fill sequence planning. Conducted numerous training program to address, succession planning, airspace utilization, safety, operations, and other relevant topics. Perform annual airspace utilization analysis to help extend landfill life.

3. **Company:** San Joaquin County
Contact: Bill Baier
Phone: 209-982-5570 ext101
Address: _____

Job Description: Our team has conducted CORE™ assessments at their landfills and transfer stations, performed safety audits, and conducted numerous rounds of operational training. We also are working with the county to develop a robust organics diversion program in compliance with SB1383.

Blue Ridge Services, Montana, Inc.

Name of Business

Signature of Authorized Representative

President

Title

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

STATE OF ARIZONA

COUNTY OF GILA

NEAL BOLTON
(Name of Individual)

)
)ss
)

Neal Bolton

being first duly sworn, deposes and says:

That he or she is PRESIDENT
(Title)

of BLUE RIDGE SERVICES MONTANA, INC and
(Name of Business)

That he or she is submitting a proposal on **PROFESSIONAL CONSULTING SERVICES SPECIALIZING IN SOLID WASTE OPERATIONS, RFQ NO. 120423** and,

That pursuant to Section 112 (C) of Title 23 USC, he or she certifies as follows:

That neither he or she nor anyone associated with the said

Blue Ridge Services Montana 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 service.

BLUE RIDGE SERVICES MONTANA, INC
Name of Business

NEAL BOLTON
By

PRESIDENT
Title

Subscribed and sworn to before me this 23 day of February, 2024.

Margaret Buchanan
Notary Public

My Commission expires:

10/15/2024



MARGARET BUCHANAN
NOTARY PUBLIC for the
State of Montana
Residing at Hamilton, Montana
My Commission Expires
October 15, 2024

**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.

Neal Bolton, President
Typed Name and Title of Authorized Representative

Neal Bolton
Signature of Authorized Representative

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

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 120423 PROFESSIONAL CONSULTING SERVICES SPECIALIZING IN SOLID WASTE OPERATIONS**, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the proposal. The list must include the subcontractors name, address, phone number, and Arizona Registrar of Contractors License Number. List must be provided in a sealed envelope marked "List of Subcontractors".

- ☐ YES, it is my intention to subcontract a portion of the work.
- ☒ NO, it is not my intention to subcontract a portion of the work.



Signature of Authorized Representative



Printed Name



Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the state and federal immigration laws.

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

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

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



Signature of Authorized Representative

Neal Bolton

Printed Name

President

Title

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 defined 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.

Date: 2/23/2024

Neal Bolton
Signature of Authorized Representative

Neal Bolton
Printed Name

President
Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

Certification of No Forced Labor:

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date: 2/23/2024

Vendor Blue Ridge Services Montana Inc



Signature of Authorized Representative

Neal Bolton

Printed Name

President

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this RFQ. If Contractor fails to complete and execute any portion of the bid documents, all with original signatures, the RFQ may be determined to be non-responsive and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM
PRICE SHEET
REFERENCE LIST
NO COLLUSION FORM
INTENTIONS IN SUBCONTRACTING
LEGAL ARIZONA WORKERS ACT COMPLIANCE
ISRAEL BOYCOT CERTIFICATION
Certification of no Forced Labor
CHECKLIST & ADDENDA ACKNOWLEDGMENT
OFFER PAGE

✓
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✓
✓
✓
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✓
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✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	<u>WB</u>	_____	_____	_____	_____
Date	<u>1/24/24</u>	_____	_____	_____	_____

Signed and dated this 23 day of February, 2024

Neal Bolton
Contractor: Neal Bolton
By: _____

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 120423 PROFESSIONAL CONSULTING SERVICES SPECIALIZING IN SOLID WASTE OPERATIONS. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, January 31, 2024, by 1:00PM.



GILA COUNTY

REQUEST FOR QUALIFICATIONS 120423

CONSULTING SERVICES LANDFILL

ADDENDUM #1:

DATE: 01/24

01/24/24

CLARIFICATIONS:

Question: RFQ Page No. 4-5, Task 1-Will the documents be provided in a digital format prior to the commencement of the Site Visits?

Answer: Contractor needs to request the specific documents to overlook. Time will be allotted for Gila County to provide documents. Site visit will take place at an agreed time after the documents have been reviewed by the contractor. need to be requested from Gila County and the documents will be provided before site visit.

Question: RFQ Page No. 5, Task 2- Are the Site Visits to be scheduled for two days per landfill, or is two days the total duration for both landfills?

Answer: One day per landfill will be scheduled.

Question: RFQ Page No. 6, Task 5- Will a virtual option suffice for on-demand training?

Answer: Yes

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 120423 PROFESSIONAL CONSULTING SERVICES SPECIALIZING IN SOLID WASTE OPERATIONS

Contractor Submitting Proposal:

Blue Ridge Services Montana Inc
Company Name

601 Kelly Ridge Rd
Address

Victor MT 59875
City State Zip


For clarification of this offer, contact:

Name: Neal Bolton

Phone No.: 406-370-8544

Fax _____

Email: finance@bluridge-services.com
neal@bluridge-services.com


Signature of Authorized Person to Sign

Neal Bolton
Printed Name

President
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in RFQ No.: 120423, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as **Contract No. 120423**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

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

GILA COUNTY BOARD OF SUPERVISORS:

Steve Christensen, Chairman, Board of Supervisors

ATTEST:

James Menlove, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

The Gila County Attorney's Office



GILA COUNTY

REQUEST FOR QUALIFICATIONS 120423

CONSULTING SERVICES LANDFILL

ADDENDUM #1:

DATE: 01/24

01/24/24

CLARIFICATIONS:

Question: RFQ Page No. 4-5, Task 1-Will the documents be provided in a digital format prior to the commencement of the Site Visits?

Answer: Contractor needs to request the specific documents to overlook. Time will be allotted for Gila County to provide documents. Site visit will take place at an agreed time after the documents have been reviewed by the contractor. need to be requested from Gila County and the documents will be provided before site visit.

Question: RFQ Page No. 5, Task 2- Are the Site Visits to be scheduled for two days per landfill, or is two days the total duration for both landfills?

Answer: One day per landfill will be scheduled.

Question: RFQ Page No. 6, Task 5- Will a virtual option suffice for on-demand training?

Answer: Yes

ARF-8655

Regular Agenda Item 4. L.

Regular BOS Meeting

Meeting Date: 04/02/2024

Submitted For: Stephen Christensen, Board of Supervisors-District 1

Submitted By: Melissa Wile, Executive Assistant

Department: Board of Supervisors-District 1

Fiscal Year: 2023-2024

Budgeted?: Yes

Contract Dates 04/02/2024-04/02/2025

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Approval of Economic Development Agreement No.031424 with Strawberry Patchers Inc.

Background Information

Every year funds are budgeted to support economic development activities. Strawberry Patchers has applied to Gila County for an economic development grant in the amount of \$250 to support Strawberry Patchers 26th Annual Quilt Show.

Under A.R.S. §11-254, contributions may be made to any governmental agency or to a non-profit corporation that enjoys and maintains federal tax-exempt status as long as all monies are utilized for the purpose determined to be public by the Board. Strawberry Patchers will provide the direct benefit of advertising the County.

Strawberry Patchers has requested funding to support Strawberry Patchers' 26th Annual Quilt Show. The proceeds from the sales at the quilt show will be used to provide funds and resources for various charitable organizations throughout Gila County. These organizations include, but are not limited to, Lacey Oldland Memorial Scholarship, National Association on Mental Illness, Warming Center, and Whispering Hope Ranch.

The organization will advertise Gila County by placing a Gila County Banner prominently at the event.

Evaluation

Funds are available. After reviewing the application/agreement and asking any necessary questions, the Board shall determine if the request is for the benefit of the public. The Board may approve Economic Development Agreement No. 031424 if the Board determines it to be for the benefit of the public. The funds shall be used for the specific purpose described above.

Conclusion

Funds are available, and after evaluation, the Board may approve the Economic Development Agreement No. 031424 that the Board has determined to be for the benefit of the public. All grant monies awarded to the non-profit shall be used for the purpose determined to be public by the Board.

District 1 Supervisor Christensen would like to provide Strawberry Patchers, Inc. with an economic development grant in the amount of \$250 for Strawberry Patchers' 26th Annual Quilt Show.

Recommendation

After evaluation, the Board may approve the Economic Development Agreement No. 031424 with Strawberry Patchers Inc., if the Board has determined that the contribution will be utilized for the benefit of the public. The economic development grant will be funded through District 1 constituent funds.

Suggested Motion

Information/Discussion/Action to approve Economic Development Agreement No.031424 between Gila County and Strawberry Patchers, Inc. in the amount of \$250 to sponsor Strawberry Patchers' 26th Annual Quilt Show, which the Board has determined to be for the benefit of the public. **(Stephen Christensen)**

Attachments

Economic Development Agreement No. 031424

Request Letter

W9

501(c)3

ECONOMIC DEVELOPMENT AGREEMENT NO. 031424

BETWEEN

GILA COUNTY

AND

Strawberry Patchers, INC.

This Economic Development Agreement (the "Agreement") is made and entered into effective this _____ day of _____, 2024, by and between Gila County, AZ (herein referred to as the "County") and Strawberry Patchers (herein referred to as "the Organization"). (Gila County and the Organization shall be collectively referred to hereafter as "the Parties" and individually as a "Party").

RECITALS

WHEREAS, the Gila County Board of Supervisors (the "Board") desires to provide funding to the Organization pursuant to A.R.S. § 11-254 for the purpose of economic development activity, which the Board has determined that the funding is for the benefit of the public; and,

WHEREAS, the Board has determined that the funding request is for the benefit of the public, in compliance with A.R.S. § 11-254; and,

WHEREAS, the Organization is operated and maintained within the boundaries of the County; and,

WHEREAS, the Organization is a tax exempt 501(c)(3) nonprofit organization that enjoys and maintains federal tax-exempt status; and,

WHEREAS, the Organization has requested funding to support, through sponsorship, The Strawberry Patchers 26th Annual Quilt Show. Which is to be held in the Pine Strawberry Cultural Hall; scheduled to be June 7th and June 8th, 2024; and,

WHEREAS, the Organization will promote and advertise the County through the Organization's website and other marketing activities.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result therefrom, the Parties agree as follows:

AGREEMENTS

1. Economic Development Grant: Subject to the terms and conditions of this Agreement, the County will provide the sum of \$250.00, in the form of an Economic Development Grant (the "Grant") to the Organization.

2. Consideration: In exchange for the Grant, the Organization will provide marketing activities promoting the County for the purpose of attracting visitors and companies to the County with the understanding and agreement that the entire Grant will be utilized for Strawberry Patchers as set forth hereafter.

3. Term: This agreement will commence when the grant funds are disbursed and will be satisfied when the Organization has provided the County with documentation that the economic development grant has been used to support the above-stated-purpose. If documentation is not provided to the County or if the documentation does not demonstrate that all funds were used to support the above-stated-purposed, the County will not accept future Grant applications from Rim Country Quilt Roundup and will be entitled to reimbursement for any funds not expended on the approved above-stated-purpose. Any unused portion of the grant shall be returned to the County.

Documentation shall be sent to:

Gila County Finance, 1400 E Ash Street, Globe, Arizona 85501

4. Indemnification: The Organization shall indemnify, defend, save and hold harmless the County 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 the Organization or any of its, officers, directors, agents, employees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such the Organization to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Organization from and against any and all Claims. It is agreed that the Organization will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the Grant of this Agreement, the Organization agrees to waive all rights of subrogation against the Indemnatee, its officers, officials, agents and employees for losses arising from the work performed by this Agreement.

5. Termination: Either Party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other Party. The parties do not expect that there shall be any property owned by the parties that will be co-mingled that will need to be disposed of after termination of the agreement.

6. Cancellation for Conflict of Interest: This Agreement may be canceled by either Party for conflict of interest pursuant to the provisions of 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.

7. Compliance with Laws: The Parties shall comply with all federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated

within this Agreement. Any changes in the governing laws, rules and regulations during the term of this Agreement shall apply but do not require an amendment.

8. Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, the Organization hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). The Organization further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If the Organization 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. The County retains the legal right to inspect the papers of and the Organization its subcontractors engaged in performance of this Agreement to ensure that the Organization 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.

9. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County does not appropriate enough monies for the purpose of funding this Agreement.

10. Governing Law. Both parties agree that this Agreement 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.

11. Dispute Resolution. The Parties shall first attempt to settle any dispute, controversy or claim arising out of or in connection with this Agreement by arbitration in Gila County, Arizona, pursuant to the Commercial Arbitration Rules then in effect and authored by the American Arbitration Association, or as otherwise agreed by the Parties. The disclosure rules of the Arizona Rules of Civil Procedure shall apply. If the Parties are unable to reach a resolution, then the terms provided hereafter shall apply.

12. Jurisdiction. If any applicable arbitration fails, the Parties agree that all disputes and litigation regarding this Agreement and matters connected with its performance shall be subject to the exclusive jurisdiction of the courts of the State of Arizona or of the Federal courts sitting therein.

13. Entire Agreement: This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the Parties.

14. Immigration Law Compliance 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 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. 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 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.

15. Workers Compensation Coverage: The parties agree that pursuant to A.R.S. § 23-1022(D) employees of each party who work under the jurisdiction or control of or within the jurisdictional boundaries of the other party pursuant to this intergovernmental agreement are deemed to be employees of both parties for the purposes of A.R.S. § 23-1022. The primary employer of each employee performing services under this intergovernmental agreement shall be solely liable for the payment of worker's compensation benefits. Further, pursuant to A.R.S. § 23-1022 (E), each party agrees to post a notice pursuant to the provisions of § 23-906, in substantially the following form: "All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation."

16. Certification of No Forced Labor: The Organization does not currently, and agrees for the duration of this Agreement that the Organization will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.


17. **Audit of Non-Profit Corporations Receiving County Monies:** This agreement is subject to the A.R.S. §11-624. Each nonprofit corporation receiving less than fifty thousand dollars in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in contract agreements governing such programs.

IN WITNESS THEREOF, the Parties to this Agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

STRAWBERRY PATCHERS

Stephen Christensen, Chairman
Gila County Board of Supervisors



Kris Lovetro, Sponsorship Chair

ATTEST

James Menlove, Clerk
Gila County Board of Supervisors

APPROVED AS TO FORM

Gila County Attorney' Office

Strawberry Patchers



A Chapter of the Arizona Quilters Guild
PO Box 594, Pine, AZ 85544

March 11, 2024

Dear Supervisor Christensen and the Gila County Board of Supervisors:

The Strawberry Patchers would like to be considered for Sponsorship from your Discretionary Fund.

This sponsorship will be used for the Patchers 26th annual quilt show. Proceeds from the quilt show, as well as sales in our Country Store Boutique go into the Patchers Charitable Funding Program, the Comfort Quilt Program and our Community Service Program. The Community Service Program gives 10-15 non-profit organizations in Pine, Strawberry and Payson an annual November disbursement. Enclosed is a list of the 14 organizations we were able to give too in 2023. We feel this benefits the community at large.

Our Comfort Quilt program provides hand crafted quilts to residents of the Rim , who have suffered illness or tragedy. In a few cases we are able to give a quilt for happiness. We give out between 50-60 quilts a year. We value our quilts at \$250 each. The value of this program exceeds \$13,000.

We do Community Service work by making Easter Bags for the local Pine/Strawberry Easter Egg Hunt. We make Christmas Stockings for Mountain Village Foundation. We give quilts to the Pine Library, the Pine Food Bank, the Blood Drive, Kiwanis and the American Legion and many others for fund raisers though-out the year. We recently did a collection drive for the Payson Warming Center. We had 4 pick up dates in February 2024. Donations included warm clothing, hygiene items, soups, granola bars and towels.

We would appreciate Gila County Board of Supervisors considering our organization as a recipient of sponsorship. In return we will place Gila County Board of Supervisors in all the advertising for the event (news paper adds, our program, a banner and any articles written about the event.) The Quilt Show brings approximately 1000 visitors to the Pine, Strawberry and Payson area. They visit the show as well as eating establishments, shops and lodging.

If you have any questions regarding this, please contact me at the number listed below.

Sincerely,

A handwritten signature in black ink, appearing to read "Kris Lovetro".

Kris Lovetro cell 602-390-2046 home 928-476-2368

Sponsorship Chair

the Strawberry Patchers, a Chapter of the Arizona Quilters Guild, is a 501(c)3 Corporation, Tax ID #94-2931471

Strawberry Patchers Charitable Funding November 2023

	Disbursement Amount
Lacey Oldland Memorial Scholarship	\$500
Pine Strawberry Food Bank	\$500
Pine Strawberry Elementary School	\$500
Payson School District	\$500
Humane Society of Central AZ (Payson)	\$500
Pine Strawberry Historical Society	\$500
Payson Community Kids	\$500
Time Out Shelter	\$500
Katie's Closet	\$500
NAMI Payson (National Association on Mental Illness)	\$500
Isabelle Hunt Memorial Library	\$500
Dueker Ranch	\$500
Warming Center (Payson Homeless and Homeless Veterans Initiative)	\$500
Whispering Hope Ranch	\$500
Total	\$7,000

The Strawberry Patchers is a Chapter of the Arizona Quilters Guild which is a 501c3 non-profit organization. Tax I.D. #94-2931471

Proposal Summary: We are asking for the Gila County Board of Supervisors sponsorship for the Strawberry Patchers 26th Annual Quilt Show. The show dates are June 7 & 8, 2024. Sponsorship Funds will be used to help promote the show to the community and the cost of putting the show together.

Purpose: Cost for the quilt show have more than doubled over the last several years. The show is put on by volunteers and members of the Strawberry Patchers. The quilt show is to educate members of the community as to what we do besides making quilts. This show helps us fund our other projects such as Charitable Funding, Community Service and our Comfort Quilt Program We enlist at least 20 volunteers to help set up and take down the show.

Community Partnership: We work with several other organizations in the Rim Country area. By having our quilt show, our Country Store Boutique, setting up the Boutique at the Strawberry Festival and Fall festival and sales from the Boutique through other businesses we are able to give money back to the community. A list of the organizations we donate too is attached.

Community Impact: The quilt show brings people from all over the state of Arizona to Pine, AZ. It helps promote other businesses in Pine, Strawberry and Payson. All sponsors are listed in the show program. The people attending the show spend money at food establishments, shops, and lodging. As well as the Strawberry Patchers Boutique, other vendors participating in the show and raffle items.

Additional Resources: The Strawberry Patchers are hard working members of the organization. We volunteer to set up and take down our show. Monies raised through sponsors help us with cost involved in putting on the show. Any money left over from Sponsors is used toward our Charitable Funding Project. A list of the recipients is attached. We do raise money through our Quilt Show entry fees, Boutique sales, General Donations, Quilt sales, and Membership dues. There are usually at least 20-30 sponsors of the show. Sponsorships are \$100 to \$750.



A Chapter of the Arizona Quilters Guild
PO Box 594, Pine, Arizona 85544

March 2024

Dear Pine Strawberry Business Owner:

Plans are in the works for the Strawberry Patchers 26th annual quilt show, "Every Quilt Tells a Story," to be held in the Pine Strawberry Cultural Hall June 7th & 8th, 2024. The quilt show has always been one of our major fundraisers allowing us to continue giving back to our local communities. Sponsors who support our events are also supporting local non-profit organizations (list enclosed), as well as our Comfort Quilt program.

Will you consider being a quilt show sponsor?

There are three levels of sponsorship listed below. Sponsor checks need to be received by **April 15, 2024** to allow time for printing our program and ordering ribbon awards.

Gold Sponsor - Your **\$100/125** tax deductible sponsorship comes with the following benefits:

- > Prominent placement of **YOUR Business name** in the Quilt Show Program
- > Space on the **Gold Sponsor Table** to showcase your business with promotional items
- > If you **choose to be \$125** Gold Sponsor then you will have the opportunity to award a Quilt of your choice a **Distinguished Rosette Ribbon** with your business name.
- > A Strawberry Patcher **Zipper Bag** with two complimentary tickets to the quilt show
- > A framed **Certificate of Appreciation**
- > A link on strawberrypatchers.com to **Your website or Facebook page**

Platinum Sponsor - Your **\$250** tax deductible sponsorship provides the following benefits:

- > Prominent placement of **Your Business name** in the Quilt Show Program
- > Space on the **Platinum Sponsor Table** to showcase your Business with promotional items
- > A Strawberry Patcher **Tote Bag and a special Thank you**
- > A Strawberry Patcher **Zipper Bag with four complimentary tickets** to the Quilt Show
- > The opportunity to award a quilt of YOUR choice a **Distinguished Rosette Ribbon** with your business name
- > A framed **Certificate of Appreciation**
- > A Link on strawberrypatchers.com to **your website or Facebook Page**

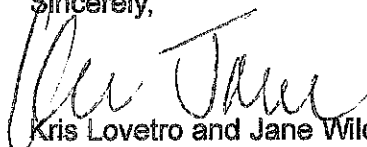
PINK DIAMOND Sponsor!!!! A new way for your Business to **STAND OUT with US!**
Your **\$750** tax deductible sponsorship comes with the following benefits :

- > A **Business Card size** add in the Quilt Show Program
- > A large 8x3 foot **Banner with your business name** next to the Strawberry Patchers as a **named sponsor**
- > A large space on the **Named Sponsor** table to showcase your business with promotional items
- > A Strawberry Patcher **Tote Bag**
- > 2 Strawberry Patcher Zipper Bags with **Five Complimentary Tickets** to the Quilt Show and a special thank you
- > The opportunity to award a **Distinguished Pink Diamond Rosette Ribbon** to a quilt of your choice
- > A Strawberry Patcher **Table Runner**
- > A framed **Certificate of Appreciation**
- > A link on strawberrypatcher.com to **Your website of Facebook page**

A Sponsor form is provided with a return envelope if you wish to mail your support check. Or call Kris Lovetro at (602)-390-2046, if you would like her to pick up your check and answer any questions you may have. A thank you letter will be provided for your sponsor check for tax purposes.

We can't do any of this without your support! Thank you for your consideration.

Sincerely,



Kris Lovetro and Jane Wilcox
Co-Sponsor Chairs

Enclosures: List of Charitable Funding Recipients, Sponsor Form, Return Envelope

Strawberry Patchers, a Chapter of the Arizona
Quilters Guild 501(c)(3) Non-Profit Organization
Tax I.D. #94-2931471
Quilt Show Sponsor Information

Do we have your correct information?

Business Name : _____

Business Owners Name: _____

Business Mailing Address: _____

Business Location Address: _____

Business Phone Number: _____

Business Owners Phone Number: _____

Business or Personal Email: _____

Website or Facebook Page: _____

for link on **strawberrypatchers.com**

Sponsor Level

_____ **Gold Sponsor** (NO ribbon) \$100 enclosed

_____ **Gold Sponsor** with ribbon \$125 enclosed

_____ **Platinum Sponsor** \$250 enclosed

_____ **Pink Diamond Sponsor** \$750 enclosed

If your sponsorship includes a ribbon award and you are unable to make the award, tell us what your criteria is to earn your ribbon. We will choose for you.

Please mark your calendar to come to the Cultural Hall on June 6, 2024 at 3:00 to 4:00 PM to award your ribbon. If you do not arrive by 4PM, we will award your ribbon for you.

Please, return this form with your sponsor check. Thank you!

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Arizona Quilter's Guild	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 3409 N 7th Ave Ste C109 Unit 428	6 City, state, and ZIP code Phoenix, AZ 85013
7 List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

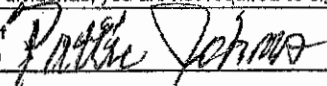
Social security number								
			-				-	
or								
Employer identification number								
9	4	-	2	9	3	1	4	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date 3/17/24
------------------	--	---------------------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Arizona Quilters Guild Charter

*Granted to the Strawberry Patchers upon
application through authorized representatives*

*To promote and support the Guild educational
purpose*

*Subject to the provisions of the charter, Bylaws and
rules of the Arizona Quilters Guild*

*In testimony where of the Arizona Quilters Guild
has caused this charter to be issued.*

Incorporated January 17, 1984

[Signature]
President

July 24, 2019

AZ Corporation Commission ID--0161992-0

IRS --94-2931471

original charter w/ AQG was Oct 1, 1994



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities

Date:

April 5, 2018

Person to contact:

Name Ms. Benjamin

ID number 0196814

Employer ID number:

94-2931471

Form 990 required:

Yes

ARIZONA QUILTERS GUILD
% JUDITH A RICKARD
2305 NORTH 44TH STREET
PHOENIX, AZ 85008

Dear Sir or Madam:

We're responding to your request dated December 7, 2017 about your tax-exempt status.

We issued you a determination letter in May 1984, recognizing you as tax-exempt under Internal (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax-deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period.

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-4676).

Letter 4168 (2-2018)
Catalog Number 555660

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).
Thank you for your cooperation.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Internal Organizations
Rudines and Agreements

Letter 4168 (2-2018)
(Caption Number: 000000)

ARF-8661

Regular Agenda Item 4. M.

Regular BOS Meeting

Meeting Date: 04/02/2024

Submitted By: Samantha Trimble, Deputy Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Sealed bid for the purchase of Assessor's parcel number 207-05-003B.

Background Information

On June 25, 1992, the Gila County Treasurer deeded parcel number 207-05-003B to the State of Arizona c/o Board of Supervisors because the previous owner did not pay taxes on the subject property for 7 consecutive years. The lien amount for this property is \$337.70.

The property adjoins Gila County Assessor's parcel number 207-05-003A, which is owned by Veneta Molina; however, the deed is under the name of Veneta Courtney. Ms. Molina has submitted a sealed bid for the Board of Supervisors' consideration. If the Board accepts Ms. Molina's bid, she intends to request that the Gila County Assessor combine the parcels, which is a win-win for both parties.

Evaluation

Each year the Board of Supervisors conducts an online auction through Public Surplus to sell properties that were newly deeded to the State of Arizona in care of the Board of Supervisors. Any properties that did not sell at the auction could be sold by the Clerk of the Board's office over the counter. Several years ago, the Board of Supervisors stopped selling state tax-deeded properties over the counter. Those properties may be sold at another online auction of the Board of Supervisors through Public Surplus. The only exception where a property may be sold by the Board of Supervisors for less than the lien amount is through the County's sealed bid process. Only an owner of land that adjoins a state tax-deeded property may submit a sealed bid for the Board's consideration; however, at the time they place the bid, they must show proof of adjoining ownership. The Board may consider selling a property for less than the lien amount from an adjoining land owner.

On March 12, 2024, Ms. Molina submitted a sealed bid to the Deputy

Clerk of the Board to purchase the subject parcel.

Conclusion

It would be advantageous for the Board of Supervisors to consider a sealed bid from Ms. Molina. If the Board accepts the offer, the property will go back on the County's tax rolls.

Recommendation

It is recommended that the Board of Supervisors consider the sealed bid for the purchase of tax parcel number 207-05-003B.

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 207-05-003B and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Samantha Trimble)**

Attachments

207-05-003B Info

TREASURER'S DEED

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 25 TH day of JUNE, 1992,
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 18 TH day of SEPTEMBER 1992
, 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 THE STATE OF ARIZONA, the following described premises situated in the County of Gila, State of Arizona, to-wit:

207-05-003 B 6: SEE ATTACHED LEGAL DESCRIPTION EXHIBIT "A"

IN WITNESS WHEREOF, I, PRISCILLA M.L. KNUCKEY, Treasurer
of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and
seal this 18 TH day of SEPTEMBER, 19 92.

STATE OF ARIZONA

SS

County of Gila

SS

This instrument was acknowledged before me this 18 TH day of SEPTEMBER 1992,
by PRISCILLA M.L. KNUCKEY 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.

Treasurer of Gila County

Notary Public

My Commission Expires: Aug 23 1996

LEGAL DESCRIPTION EXHIBIT "A"

Tax Parcel No.: 207-05-003B-6

Property: A parcel of land situated in Block 14, COUNTRY CLUB MANOR NO. 2, records of Gila County, Arizona, more particularly described as follows:

Beginning at the Northwest corner of Lot 3, Block 15, COUNTRY CLUB MANOR NO. 2, records of Gila County, Arizona;
 Thence North 89°25' East 70 feet;
 Thence South 00°35' East 14 feet;
 Thence South 89°25' West 70 feet;
 Thence North 00°35' West 14 feet to the Place of Beginning.

*no Chg.
2:10
C*

622123

STATE OF ARIZONA, County of Gila, ss:

I do hereby certify that the within instrument was filed and recorded at request of

Gila County Treasurer

Date Sep. 28, 1992 Time 2:10 P. M., Docket 883 Official Records Page S. 928 & 929
 Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

MARY V. DE PAOLI, County Recorder

By Paula Mitchell Deputy

MICROFILMED

Compared

INDEXED

CARRIZOSA GILBERT

Box 11

MIAMI, ARIZONA 85539

14:27 TREASURER'S PROPERTY TAX SYSTEM 06/15/92!
DISPLAY PROPERTY HISTORY

PROPERTY-ID 207-05-003-B-6 INT CALC DATE: 09/30/92 TAX AREA CODE: 4072!
OWNER: CARRIZOSA GILBERT

ROLL NO. TAX AMT INT. AMT FEES AMT ACTIVITY DATE CD REFERENCE!

85-00007482 2.98 3.30 16.00 AMT DUE = 22.28!
CERT 02/26/87 87-017795!

86-00007641 3.72 3.52 16.00 AMT DUE = 23.24!
CERT 02/19/88 88-018385!

87-00007721 4.18 3.29 15.00 AMT DUE = 22.47!
CERT 02/24/89 89-019151!

88-00007804 4.06 2.54 15.00 AMT DUE = 21.60!
CERT 02/23/90 90-019823!

89-00007836 4.24 1.98 16.00 AMT DUE = 22.22!
CERT 02/22/91 91-020446!

90-00007992 3.96 1.21 16.00 AMT DUE = 21.17!
CERT 02/21/92 92-021251!

91-00008024 4.12 .60 .00 AMT DUE = 4.72!

137.70

200.00

\$ 337.70

I=FIRST SCREEN, II=END, III=MORE, IV=PRINT, C=CP DATA

1210 608 91
1210 1000 150

207-05-003B
8955

4076

Home	Tax Account Search	Tax Account R008955
Summary	Account	Owner
History	Activity	
Values		
▼ 2018		
2018.000091 R008955 4076 Limited Property TR 0.00	9.10	
2018.000091 R008955 4076 Full Cash TR 0.00	5.00	
▼ 2017		
2017.000089 R008955 4076 Limited Property TR 0.00	8.68	
2017.000089 R008955 4076 Full Cash TR 0.00	4.58	
▼ 2016		
2016.000085 R008955 4076 Limited Property TR 0.00	8.04	
2016.000085 R008955 4076 Full Cash TR 0.00	4.18	
▼ 2015		
2015.000022 R008955 4076 Limited Property TR 0.00	8.74	
2015.000022 R008955 4076 Full Cash TR 0.00	3.80	
▼ 2014		
2014.000009 R008955 4076 Limited Property TR 0.00	8.38	
2014.000009 R008955 4076 Full Cash TR 0.00	3.34	
▼ 2013		
2013.000001 R008955 4076 Limited Property TR 0.00	8.04	
2013.000001 R008955 4076 Full Cash TR 0.00	3.04	

12-

8.04
3.04

70%
30%

Prim 59.02
Sec. 26.98

ARF-8673

Consent Agenda Item 5. A.

Regular BOS Meeting

Meeting Date: 04/02/2024

Submitted By: Samantha Trimble, Deputy Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Bandits Restaurant & the Dirty Cowboy Saloon's Application for Temporary Extensions of Premise/Patio Permit on Various Dates.

Background Information

Any establishment that has been issued a liquor license must submit an Application for Extension of Premises/Patio Permit to the local governing body of the city, town, or county where the establishment is located. The application can be submitted to temporarily or permanently extend the premises/patio where serving liquor is permitted by the Arizona Department of Liquor Licenses and Control (DLLC). The local governing body usually has established internal procedures for the review and approval of the application. The DLLC has final approval of all recommendations submitted by the local governing body.

Katie Lynn Parks of Bandits Restaurant & the Dirty Cowboy Saloon submitted one application to temporarily extend the premises/patio where liquor is permitted to be sold from May 18, 2024, to September 30, 2024.

Evaluation

The application has been reviewed by the Clerk of the Board and by the Building Official of the Community Development Department regarding the proposed extended area for liquor to be served. The application clearly indicates that the extended area will be to include the patio/parking lot and the staff of Bandits Restaurant, LLC will be provided the required training.

Conclusion

The application is ready to be presented to the Board of Supervisors for a decision. The Board's recommendation for approval or disapproval will then be sent to the DLLC for final decision.

Recommendation

It is recommended that the Board of Supervisors issue an approval recommendation to the DLLC.

Suggested Motion

Approval of an Extension of Premises/Patio Permit Application submitted by Katie Lynn Parks to temporarily extend the premises from May 18, 2024, through September 30, 2024, where liquor is permitted to be served at Bandits Restaurant & the Dirty Cowboy Saloon located in Strawberry.

Attachments

Extension of premises application- Bandits Restaurant & the Dirty Cowboy Saloon

Com Dev response



TEMPORARY EXTENSION OF PREMISES/PATIO PERMIT

A non-refundable \$100 fee will apply

Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLIC USE ONLY

Job #:

Date Accepted:

CSR:

APPLICATION DUE TO THE LOCAL GOVERNING BODY 60 DAYS BEFORE DELIVERY TO THE DEPARTMENT OF LIQUOR
APPLICATION MUST BE SUBMITTED TO THE DEPARTMENT OF LIQUOR 30 DAYS PRIOR TO FIRST SCHEDULED DATE

A.R.S. § 4-207.03

License #: 12043101

1. Agent Name: Parks Katie Lynn
2. Business Name: Bandits Restaurant & The Dirty Cowboy Saloon
3. Business Location Address: 5079 N Hwy 87 Strawberry Az. 85544
4. Business Phone Number: 928 363 4075 Contact Phone Number: 928 238 0155
5. Mailing address: 5079 N. Hwy 87 Strawberry Az. 85544
6. Email Address: banditsrestaurant LLC@gmail.com
7. Specific purpose for change: Live Entertainment
8. Does this extension bring your premises within 300 feet of a school? ☐ Yes ☒ No

Dates of the Temporary Extension – Must not exceed 6 months.

Date	Day of Week	Start Time	End Time
<u>5-18-24</u>	<u>Saturday</u>	<u>8:00 AM</u>	<u>— Till</u>
<u>9-30-24</u>	<u>Monday</u>		<u>12:00 pm</u>

(Attach additional sheet if necessary)

MODIFICATIONS TO DATES AND TIMES ONLY, USING THE SAME EXTENDED DIAGRAM OF PREMISES, ARE ALLOWED.

REQUIRES A 10 DAY ADVANCE NOTICE TO THE DEPARTMENT OF LIQUOR FOR APPROVAL.

REQUIRED ATTACHMENTS

1. MUST submit a security plan and identify security measures that will be implemented in order to:

- Provide for the safety of the patrons.
- Ensure anyone under legal drinking age does not purchase, possesses, or consume alcohol.
- Prevent unauthorized removal of alcohol from the extended premises.
- Prevent unauthorized carrying of alcohol onto the extended premises.

2. MUST attach a diagram, clearly depicting your licensed premises along with the new extended area,
If the extended area is not outlined and marked "extension" we cannot accept the application.

BARRIER

- ☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

Chain Link Fence

☐ Approval ☐ Disapproval by DLLC: _____

SIGNATURE

Declaration:

I, (Print Name) Katie Lynn Parks, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.

Katie Lynn Parks
Signature

GOVERNING BOARD

After completion, and at least 60 days BEFORE submitting to the Department of Liquor, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

Date Received: _____	Agency: _____
Decision Date: _____	Title: _____
<input type="checkbox"/> Approval	<input type="checkbox"/> Disapproval

Authorized Signature: _____ Date: _____

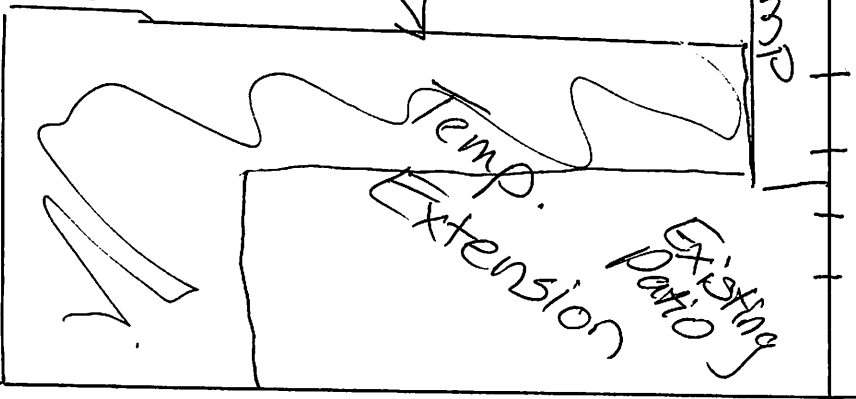
DLLC USE ONLY

Investigation Recommendation: ☐ Approval ☐ Disapproval by: _____ Date: ____/____/____
Director Signature required for Disapprovals: _____ Date: ____/____/____

Entrance

Parking

Temp.
fencing
open link
(6)



Entrance



INTEROFFICE MEMORANDUM

DATE: 3-21-24
TO: Randy Pluimer, Community Development
FROM: Sam Trimble, Deputy Clerk of the Board of Supervisors
SUBJECT: APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

Please be advised that an application for an extension of premises/patio permit has been submitted to Gila County by Katie Parks to temporarily extend the liquor license service area from May 18th, 2024 through September 30, 2024, at the Bandits Restaurant & the Dirty Cowboy Saloon located in Strawberry, Arizona.

A.R.S. §4-207.01 (B) states, "No licensee shall alter or change the physical arrangement of his licensed premises so as to encompass greater space or the use of different or additional entrances, openings or accommodations than the space, entrance or entrances, openings or accommodations offered to the public at the time of issuance of the licensee's license or a prior written approval of the licensed premises, without first having filed with the director floor plans and diagrams completely disclosing and designating the proposed physical alterations of the licensed premises, including the addition of a drive-through or other physical feature to the licensed premises that allows a customer to purchase spirituous liquor without leaving the customer's vehicle, and shall have secured the written approval by the director. This subsection shall apply to any person to person transfer of the licensed premises. Until January 1, 2015, the director may charge a fee for review of floor plans and diagrams submitted by a licensee pursuant to this section."

I have attached a copy of the application which includes a floor plan of the licensed premises and requested extended areas. Please indicate (below) if this request meets with your approval, and return this memorandum to me. Thank you.

PLEASE CIRCLE YOUR APPROVAL OR DISAPPROVAL, SIGN AND DATE.

THIS ESTABLISHMENT **DOES** / **DOES NOT** (circle one) MEET THE BUILDING CODE REQUIREMENTS FOR A **(TEMPORARY OR PERMANENT)** EXTENSION OF PREMISES/PATIO PERMIT. **NO IMPROVEMENT EXCEPT CHAIN LINK FENCE**

Community Development Division:


Randy Pluimer, Director

Date:

3/27/2024

ARF-8658

Consent Agenda Item 5. B.

Regular BOS Meeting

Meeting Date: 04/02/2024

Submitted For: David LaForge, Public Works General Services Manager

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Division:

Auto Shop

Fiscal Year: 2023-2024

Budgeted?:

Yes

Contract Dates 11-01-22 to 04-30-24

Grant?:

No

Begin & End:

Matching No

Fund?:

Renewal

Requirement?:

Information

Request/Subject

Amendment No. 1 to Contract Agreement No. CTR059323 with San Tan Ford Partners, LLC

Background Information

The State of Arizona Procurement Office has an agreement with San Tan Ford Partners, LLC, of which the County is able to use that agreement. On November 1, 2022, the Board of Supervisors approved Contract Agreement No. CTR059323 between Gila County and San Tan Ford Partners, LLC for the purchase of one (1) new 2023 Ford F-550 Super Duty XL 4x4 Chassis Cab. The contract expired on April 30, 2023. Due to the needed time to complete the project, the Public Works Department would like to extend the contract date through April 30, 2024.

Evaluation

Amendment No. 1 to Contract Agreement No. CTR059323 with San Tan Ford Partners, LLC extends the term of the contract through April 30, 2024, due to the need for time to complete the project.

The vehicle mentioned in the agenda request will be needed for the Gila County General Services Globe Shop to be a better-suited and equipped vehicle to use for field repairs as well as making for a more effective emergency response vehicle. We would be replacing C-083, a 2001 Dodge 1 ton flatbed, which is 21 years of age with 55k miles. With the low mileage, C-083 will be re-purposed to the Buckhead Mesa Landfill, and B-028 a 2002 Chevrolet ½ Ton 4x4 Pickup with 120k will be turned in

and sold at auction to prevent increasing the size of the fleet.

Conclusion

The Public Works Department Director wishes to execute Amendment No. 1 to Contract Agreement No. CTR059323 with San Tan Ford Partners, LLC to extend the term of the contract through April 30, 2024, for the purchase of one (1) new Ford F-550 Super Duty XL 4x4 Chassis Cab.

Recommendation

The Public Works Department Director recommends that the Board of Supervisors approve Amendment No. 1 to Contract Agreement No. CTR059323 with San Tan Ford Partners, LLC to extend the agreement to April 30, 2024, in the amount of \$121,497.60 for the purchase of one (1) new 2023 Ford F-550 Super Duty XL 4x4 Chassis Cab as outlined in the specifications.

Suggested Motion

Approval of Amendment No. 1 to Contract Agreement No. CTR059323 with San Tan Ford Partners, LLC to extend the contract through April 30, 2024.

Attachments

Amendment No 1 to Contract Agreement CTR059323

Contract Agreement CTR59323 with San Tan Ford Partners

State Contract San Tan CTR059323 Contract Documents

AMENDMENT NO. 1 TO CONTRACT AGREEMENT CTR059323

Contract Name: Purchase of One (1) New 2023 Ford F-550 Super Duty XL 4x4 Chassis Cab Contract No.: CTR059323 State of Arizona Procurement Office

CONTRACT AGREEMENT NO. CTR059323 made and entered into this _____ day of _____, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and San Tan Ford Partners, LLC, of the City of Gilbert, State of Arizona, hereinafter designated the Contractor.

Statement of Purpose: Amendment No. 1 to Contract No. CTR059323 will serve to extend the term of the contract through April 30, 2024, due to changes with the order causing the project to take longer than the expected date. Gila County will utilize San Tan Ford Partners LLC for the **Purchase One (1) New 2023 Ford F-550 Super Duty XL 4x4 Chassis Cab.** All Documents executed by the State of Arizona on Contract No. CTR059323, apply to this procurement between Gila County and San Tan Ford Partners LLC.

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.

CERTIFICATION OF NO FORCED LABOR: The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Contract End Date: 04-30-24

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$ 121,497.60

Contract Information

Firm Name: San Tan Ford Partners LLC Contact Person: Joe Sanchez

Address: 1429 E Motorplex Loop Phone No: 480-621-3741

City: Gilbert State: AZ 85297 Fax: _____ Email: Joesanchez@santanford.com

Special Notes: _____

Gila County is part of the Arizona State Purchasing Cooperative – Procure AZ, for cooperative purchasing. By using the State contract with San Tan Partners LLC, 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 State of Arizona, Contract No. CTR059323, for Vehicle

Purchase approved this _____ day of _____, 2024.

GILA COUNTY BOARD OF SUPERVISORS:

Stephen Christensen, Chairman, Board of Supervisors



San Tan Ford Partners LLC

ATTEST:

James Menlove, Clerk of the Board

 Government Fleet Director

Print Name and Title

Date: 3/14/2024

APPROVED AS TO FORM:

The Gila County Attorney's Office

CONTRACT AGREEMENT CTR059323

Contract Name: Purchase of One (1) New 2023 Ford F-550 Super Duty XL 4x4 Chassis Cab Contract No.: CTR059323 State of Arizona Procurement Office

Statement of Purpose and Need (3-5 Sentences) Gila County wishes to utilize San Tan Ford Partners LLC for the **Purchase One (1) New 2023 Ford F-550 Super Duty XL 4x4 Chassis Cab**. All Documents executed by the State of Arizona on Contract No. CTR059323, apply to this procurement between Gila County and San Tan Ford Partners LLC.

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 as if fully set forth in this contract.

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.

CERTIFICATION OF NO FORCED LABOR: The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Contract End Date: 06-30-23

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$ 121,497.60

Contract Information

Firm Name: San Tan Ford Partners LLC Contact Person: Joe Sanchez

Address: 1429 E Motorplex Loop Phone No: 480-621-3741

City: Gilbert State: AZ 85297 Fax: _____ Email: Joesanchez@santanford.com

Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative – Procure AZ, for cooperative purchasing. By using the State contract with San Tan Partners LLC, 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 State of Arizona, Contract No. CTR059323, for Vehicle

Purchase approved this 1st day of November, 2022.


GILA COUNTY BOARD OF SUPERVISORS:

A handwritten signature in blue ink, appearing to read "Woody Cline", is written over a horizontal line.

Woody Cline, Chairman, Board of Supervisors

ATTEST:

A handwritten signature in blue ink, appearing to read "Melissa Henderson, Chief Deputy", is written over a horizontal line.

 James Menlove, Clerk of the Board

APPROVED AS TO FORM:

A handwritten signature in blue ink is written over a horizontal line.

The Gila County Attorney's Office



OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

San Tan Auto Partners DBA San Tan Ford
 Offeror (Company) Name
 1429 E Motorplex Loop
 Address
 Gilbert AZ 85297
 City State Zip
 joesanchez@santanford.com
 Email Address
 fleetsales@santanford.com
 Company Email Address


 Signature of Person Authorized to Sign Offer
 Joe Sanchez 1/18/2022
 Printed Name Date
 Government Fleet Account Manager
 Title
 480-621-3741
 Phone Number
 480-621-3796
 Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR059323 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

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 purchase order document.

State of Arizona

Effective this 17th day of March 2022

DocuSigned by:

 Procurement Officer 3/10/2022
 Awarded Date



Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (<https://app.az.gov/>) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Thomas Kornell
Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
Notice	1
Table of Contents	2
Scope of Work	3
Special Terms and Conditions	7
Uniform Terms and Conditions	19
Federal Provisions	29
 <u>EXHIBITS</u>	
1 - Title VI/Non-Discrimination Assurances Appendix A	73
2 - Title VI/Non-Discrimination Assurances Appendix E	74
3- Usage Report Exhibit 3	75
4- On-site Manufacturer inspection Compliance Certification Exhibit 4	76
5- Pre-Award Audit and Certification Exhibit 5	77
6- Purchaser's Pre-Award Requirements Certification Exhibit 6	78
7- Post-Award Certification and Requirements Exhibit 7	79
8- Purchaser's Post-Award Requirements Certification Exhibit 8	81

1. Statement of Need

- 1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for New Vehicle Purchase.

2. Introduction and Background

- 2.1 The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.
- 2.2 Background: The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.
- 2.3 The following are the Three Categories covered in this Scope of Work:
 - **Category One: Phase One (1) Vehicle Purchases**
 - **Category Two: Phase Two (2) Vehicle Purchases**
 - **Category Three: FTA Funded Vehicles**

3 General Requirements

- 3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.
- 3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.
- 3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.
- 3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.
- 3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

SCOPE OF WORK

- 3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.
- 3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.
- 3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.
- 3.9 The following documents shall be provided upon delivery of the vehicle(s):
- 3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
 - 3.9.2 Warranty Document
 - 3.9.3 Manufacturers unaltered invoice
 - 3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
 - 3.9.5 Level 1 Inspection if applicable, completed before delivery
- 3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

- 4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.
- 4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.
- 4.3 The following fuel types are allowable under this contract are to include but are not limited too.
- 4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
 - 4.3.2 Diesel

4.3.3 Gasoline

4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved

4.3.5 Hybrid-Electric Vehicles (HEV)

4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)

4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)

4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

4.4.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

4.4.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5 Minimum Vehicle Requirements: All prices shall include the following equipment:

4.5.1 All standard factory equipment

4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request]

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows

4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.

a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning

a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors

a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.

b. Back up Camera

4.5.12 Spare tire

a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.

b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

a. O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

4.6.1 Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.

4.6.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

4.6.3 Front tow hooks

5 Contractor's Responsibilities

Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered only if requested by the Eligible Agency.

6 Department's Responsibilities

The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered

1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2632.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix. For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

Equipment services shop/ADOT
2225 S 22nd Ave, Phoenix, AZ 85009

Delivery costs for each county outside of the Phoenix area shall be indicated on Offer Response form.

This will be an added cost to the contract price.

Deliveries shall be completed in accordance with the requirements of the contract.

Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address Indicated on the applicable Order document.

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Applicable payment terms
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased

- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes (as a separate invoice line item)
- Applicable Shipping/Freight Charges etc. (as a separate invoice line item) Materials only.
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICING

- 1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
 - a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.
 - b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
 - c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
 - d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
 - e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
 - f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

SPECIAL TERMS AND CONDITIONS

- g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

2 CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

3 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

4 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

5 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be

clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State. All pricing should reflect the minimum percentage of MSRP.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
2. At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.
3. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.
4. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.
5. The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.
6. Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

16. PRODUCT DISCONTINUANCE

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

A. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

B. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS

21.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

21.3 Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

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
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.2 Business Automobile Liability

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

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

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving

automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - o Each Accident \$1,000,000
 - o Disease – Each Employee \$1,000,000
 - o Disease – Policy Limit \$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

21.4 Additional Insurance Requirements The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

21.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

21.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

21.5 Notice of Cancellation Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

21.6 Acceptability of Insurers Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of

SPECIAL TERMS AND CONDITIONS

not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

21.7 Verification of Coverage Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

21.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

21.8 Subcontractors Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

21.9 Approval and Modifications the Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

21.10 Exceptions In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

23. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

25. CO-OP USAGE

Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate additional costs for extraordinary shipping, or delivery requirements, if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"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.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"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 the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2. 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.
- 2.3. 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:
- Federal Provisions
 - Special Terms and Conditions
 - Uniform Terms and Conditions
 - Statement or Scope of Work
 - Specifications
 - Attachments
 - Exhibits
 - Special Instructions to Offerors
 - Uniform Instructions to Offerors
 - Other documents referenced or included in the Solicitation
- 2.4. 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.
- 2.5. 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.
- 2.6. 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 and no other understanding either oral or in writing shall be binding.
- 2.7. 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. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" 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 at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. 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.

- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 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.
- 3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. 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 invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if

UNIFORM TERMS AND CONDITIONS

applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. 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 a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

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

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only 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."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

UNIFORM TERMS AND CONDITIONS

- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this

UNIFORM TERMS AND CONDITIONS

Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

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

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract 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.

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

8. **State's Contractual Remedies**

8.1. 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 under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. 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 period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. 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.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the

materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. 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.
- 9.2. 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 or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The 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.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor 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. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The

Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

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

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance> are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49 U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.00.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (e.g., Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at <https://www.fhwa.dot.gov/federalaid/stewardship>, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.
2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.
3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

- (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:
 - (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,
 - (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and
 - (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
 - (1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

- (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
- (b) FTA Project Manager if the Project is

administered by an FTA Headquarters Office,
or
(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Clean Air

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than \$150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

FEDERAL PROVISIONS

amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of \$100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: "The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions."

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

or use of American products, materials, or labor;

- (3) Is independently owned and operated;
- (4) Is not dominant in its field on a national basis; and
- (5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- (1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;
 - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) "Women;"
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of
Transportation Business
Engagement and Compliance
Office 1801 W. Jefferson St.,
Ste. 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor- Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

The DBE provisions are applicable to all contractors including DBE contractors.

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

- (1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".
- (2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.
- (3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.
- (4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at <http://www.azutracs.com>.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at <http://www.azutracs.com/>. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for-profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:

10.1 General:

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.2 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 DBE Goals

The Department has not established contract goals for DBE participation in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

11.1 Race Neutral Contract (With No DBE Goal)

The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at <http://www.azutracs.com/> a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Offer.

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

- a. Sub-Contract Terms:

1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.
2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subcontractors to ADOT Business Engagement and Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at <https://adot.dbesystem.com>. Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.
3. The Contractor may be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.
2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.
3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.
4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.
5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web-based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed is issued, the contractor shall log into the Department's web-based DBE System and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DBE System.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DBE System.

For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain \$1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to \$2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages

shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain \$1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to \$2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.
7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:
 - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
 - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:
 - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

contract.

- (i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
 - (ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
 - (iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.
- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:
 - (i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
 - (ii) Terminate the contract for default in accordance with this Contract, and/or
 - (iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
 - (iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Offer submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at <http://www.naics.com/search/>.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the

proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intends to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually

performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. CPO will promptly consider any appeals under this subsection and notify the contractor of CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The BECO may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

The Contractor shall be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the "Certification of Final DBE Payments" form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

The contractor will not be released from the obligations of the contract until the "Certification of Final DBE Payments" forms are received and deemed acceptable by the Engineer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

- a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.
- b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.
- c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.
- d. Post in conspicuous places available to employees and applicants for employment, the following notice:

"It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying-off or termination; rates of pay or other compensation; and selection for training, and on-the- job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

- e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

- g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.
 - h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.
2. In the event of the Consultant's noncompliance with the NONDISCRIMINATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the Contract until the Consultant complies,and/or;
 - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.
4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

- a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.
- b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.
- c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.
- d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.
- e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed

with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors (<https://www.sam.gov/SAM/>) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

Beneficiaries,” 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIRONMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42

U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

- (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:
 - (a) To that Third Party Participant or another Third Party Participant performing the Project work, and
 - (b) That impairs that Third Party Participant's objectivity in performing the Project work, or
- (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,
- (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:
 - (a) Any instances of organizational conflict of interest, or
 - (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and
- (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETERANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.”

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

EXHIBIT 1
Title VI/Non-Discrimination Assurances
Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2

Title VI/Non-Discrimination Assurances

Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et. seq.*).

Reporting Period:

Contract ID/Code:		Contact Name:		Alternate Contact Name:	
Contract Label/Description:		Contact Phone Number:		Alternate Contact Phone Number:	
Contractor:		Contact Email:		Alternate Contact Email:	
Contractor Address:					

[illegible]

EXHIBIT 4
ON-SITE MANUFACTURER INSPECTION
COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

(Recipient's name)
Certifies that a resident inspector,

(Name of inspector)
Was at

(the manufacturer's)
manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

(Recipient's name)
Certifies that a resident inspector,

(Name of inspector)
Was at

(the manufacturer's)
manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date ____/____/____
Title _____

EXHIBIT 5

PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements.		Master Agreement;
A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		49 CFR §663.21
49 CFR 661.13 Grantee Responsibility		
(a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services.		
a. Buy America. Domestic preference procurement requirements of:		49 CFR §663.13
(1) 49 U.S.C. § 5323(j), as amended by FAST Act, and		
(2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,		
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes—		
(a) A Buy America certification as described in §663.25 of this part;		49 CFR §663.23
(b) A purchaser's requirements certification as described in §663.27 of this part; and		
(c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification:	
	a) There is a letter from FTA which grants a waiver OR	
Met? Y/N (if NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists—	49 CFR §663.25
	1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and	
	2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification:	
	a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and	49 CFR §663.27
	b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply.	
	a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

EXHIBIT 6 PURCHASER'S PRE-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		
Description		
Program/Phase/Amount s		
Purchaser's Pre-Award Requirements Certification 49 CFR §663.27		
I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and		
I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's		
	Signature	
	Date Signed	

EXHIBIT 7

PURCHASER'S POST-AWARD REQUIREMENTS

CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis* (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	<p>§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—</p> <p>(a) A post-delivery Buy America certification as described in §663.35 of this part;</p> <p>§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—</p> <p>(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or</p> <p>(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists—</p> <p>(1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and</p> <p>(2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.</p>	
Met? Y/N (3 REQ'D)	<p>(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; and</p> <p>§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—</p> <p>(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall—</p> <p>(1) Provide accurate records of all vehicle construction activities; and</p> <p>(2) Address how the construction and operation of the vehicles fulfills the contract specifications.</p> <p>(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.</p> <p>(c) For procurements of:</p> <p>(1) Ten or fewer buses; or</p> <p>(2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or</p> <p>(3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.</p>	
Met? Y/N (1 REQ'D)	<p>(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.</p> <p>§663.41 Certification of compliance with Federal motor vehicle safety standards.</p> <p>If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.</p> <p>§663.43 Certification that Federal motor vehicle standards do not apply.</p> <p>(a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.</p> <p>(b) This subpart shall not apply to rolling stock that is not a motor vehicle.</p>	

EXHIBIT 7

PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/A mounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation LAW/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis* (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or		
(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.		
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; and	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 8 PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		
Description		
Program/Phase/Amount s		
Purchaser's Post-Award Requirements Certification 49 CFR §663.37		
<p>I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and</p>		
<p>I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's</p>		
	Signature	
	Date Signed	

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: One (1)
DESCRIPTION: New Vehicles Purchase	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.
2. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 2.1** "The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures."
- b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
- c. **Paragraph 4.1:** "The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency."
- d. **Paragraph 4.1.1** is hereby removed.
- e. **Paragraph 4.4.1:** "The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. "
- f. **Paragraph 4.6.1:** " Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW."

2. Special Terms and Conditions

The following sections are hereby modified to read:

- a. **Paragraph 11.1, (a-g):** "Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
 - a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Three (3)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."
- b. **Paragraph 3.10:** "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

- b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
- c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
- d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
- e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
- f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
- g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. "

b. Paragraph 22 is hereby replaced with the following: "The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>"

c. Paragraph 25: Co-op administrative fee has hereby been removed.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.
4. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Three (3)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."
- b. **Paragraph 3.10:** "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

ARF-8635

Consent Agenda Item 5. C.

Regular BOS Meeting

Meeting Date: 04/02/2024

Submitted For: Jonathan Bearup, Court Administrator

Submitted By: Cassie Ornelas, Deputy Court Administrator

Department: Superior Court Division: Superior Court Administration

Information

Request/Subject

Approval to appointment of FY25 Superior Court Judge *Pro Tempore*.

Background Information

The Court is authorized, with approval from the Gila County Board of Supervisors and upon appointment by the Arizona Supreme Court, to employ Superior Court Judge *Pro Tempore* in the management of judicial operations. The Court is seeking the reappointment of Superior Court Judge *Pro Tempore*, Mr. David E. Wolak. Mr. Wolak would serve without compensation; and would be utilized on an "as-needed" basis. Reappointment, if approved, would be effective for the period of July 1, 2024, to June 30, 2025.

Evaluation

The reappointment of the Superior Court Judge *Pro Tempore* would expand the court's current capacity to hear cases and allow the court to process matters in a timely manner.

Conclusion

The Court requires the Board of Supervisors' approval for the appointment of the candidate to serve as Superior Court Judge *Pro Tempore* for the period of July 1, 2024, to June 30, 2025.

Recommendation

The Court respectfully recommends that the Board of Supervisors approve approve Presiding Judge Timothy M. Wright's request for the reappointment of the Judge *Pro Tempore* candidate for the period stated above.

Suggested Motion

Approval to appoint Mr. David E. Wolak as Superior Court Judge *Pro Tempore* for the period from July 1, 2024, to June 30, 2025.

Attachments

Board of Supervisors Approval

FY25 Request Letter to AOC

**APPROVAL OF APPOINTMENT OF
SUPERIOR COURT PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the appointment of **DAVID E. WOLAK** as a Superior Court Judge Pro Tempore of the Superior Court in Gila County for the period of July 1, 2024, to June 30, 2025, pursuant to A.R.S. §12-141 through 12-144(B) for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2024.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Stephen Christensen, Chairman

BRYAN C. CHAMBERS
Judge, Division I
Extension 8686

JON BEARUP
Court Administrator
Extension 8672



TIMOTHY M. WRIGHT
Presiding Judge, Division II
Extension 8690

Gila County Courthouse
1400 East Ash
Globe, Arizona 85501
(928) 425-3231

Superior Court of Gila County

11 March 2024

Ms. Noely Perez
JNC Specialist
Arizona Supreme Court
1501 West Washington Street, Suite 221
Phoenix, AZ 85007

Dear Ms. Perez,

I am respectfully requesting that the Chief Justice reappoint David E. Wolak, State Bar #16095 as Judges *Pro Tempore* for the Superior Court in Gila County, for the period from July 1, 2024 to June 30, 2025.

I confirm that Mr. Wolak meets all candidate qualifications and requirements as set forth in A.R.S. § 12 – 142. Mr. Wolak would serve without compensation.

The Judge *Pro Tempore*, if appointed, would enhance the court's ability to process cases.

I further respectfully request that Mr. Wolak be authorized to conduct any type of hearing that regularly appointed or elected Superior Court Judges may hear.

Thank you for your consideration of this request.

Very truly yours,

/s/ Timothy M. Wright
Hon. Timothy M. Wright, Division Two
Presiding Judge

ARF-8660

Consent Agenda Item 5. D.

Regular BOS Meeting

Meeting Date: 04/02/2024

Reporting Period: Recorder's Office Monthly Report for February 2024

Submitted For: Sadie Bingham, Recorder

Submitted By: Charlotte Williams, Chief Deputy Recorder

Information

Subject

Recorder's Office Monthly Report for February 2024

Suggested Motion

Acknowledgment of the February 2024 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder's February 2024 Monthly Report



Gila County Recorder

REPORT FOR THE MONTH OF FEBRUARY 2024

I, SADIE JO BINGHAM, Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Jo Bingham, Gila County Recorder

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

GILA COUNTY TREASURER
RECEIVED

142321 MAR 18 2024

DATE 3/14/2024

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND General FUND # 1005

REMITTING AGENCY Recorder (120)

BILLING PERIOD February 1-29, 2024

Account Code	Direct Deposit / Check #	Revenue Description	Amount
1005.120_3400.99	Direct Deposit	Recording Fee	24,996.54
7145.120_3400.99		Recording Storage	3,840.00
7147.120_3400.99		Computer Svs	756.25
			29,592.79

Preparer Signature: _____ Title Chief Deputy

Approved Signature: Adrian P. Benjumea Title Recorder

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Directs	29,592.79
Total	

DIRECT DEPOSIT

TREASURER BY J. Kuttin Date 03/18/2024

TREASURER

Bank Deposit

From 02/01/2024 To 02/29/2024

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,703.00	
Check	\$11,615.61	
Credit Card OTC	\$1,788.18	
Electronic Transfer	\$14,250.00	
Manual Credit Card	\$0.00	
Total Deposit	\$29,356.79	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
8979	Feb 1, 2024	14_Payson_Thu / 8600	\$961.61	\$961.61		Bank Account
8980	Feb 1, 2024	4_ReceiptStation1_Thu / 8601	\$120.00	\$120.00		Bank Account
8982	Feb 2, 2024	15_Payson_Fri / 8603	\$675.00	\$675.00		Bank Account
8983	Feb 2, 2024	5_ReceiptStation1_Fri / 8602	\$814.00	\$814.00		Bank Account
8986	Feb 5, 2024	1_ReceiptStation1_Mon / 8605	\$1,492.00	\$1,492.00		Bank Account
8987	Feb 5, 2024	11_Payson_Mon / 8606	\$911.00	\$911.00		Bank Account
8988	Feb 6, 2024	2_ReceiptStation1_Tue / 8607	\$913.00	\$913.00		Bank Account
8989	Feb 6, 2024	12_Payson_Tue / 8608	\$850.00	\$850.00		Bank Account
8990	Feb 7, 2024	3_ReceiptStation1_Wed / 8610	\$895.00	\$895.00		Bank Account
8991	Feb 7, 2024	13_Payson_Wed / 8609	\$784.00	\$784.00		Bank Account
8992	Feb 8, 2024	14_Payson_Thu / 8611	\$1,018.00	\$1,018.00		Bank Account
8993	Feb 8, 2024	4_ReceiptStation1_Thu / 8612	\$438.00	\$438.00		Bank Account
8994	Feb 9, 2024	5_ReceiptStation1_Fri / 8613	\$301.00	\$301.00		Bank Account
8995	Feb 9, 2024	15_Payson_Fri / 8614	\$1,256.00	\$1,256.00		Bank Account
8996	Feb 12, 2024	11_Payson_Mon / 8616	\$0.00	\$0.00		Bank Account
8997	Feb 12, 2024	1_ReceiptStation1_Mon / 8615	\$2,402.00	\$2,402.00		Bank Account
8998	Feb 13, 2024	12_Payson_Tue / 8618	\$442.00	\$442.00		Bank Account
9000	Feb 14, 2024	13_Payson_Wed / 8620	\$1,322.00	\$1,322.00		Bank Account
9001	Feb 14, 2024	3_ReceiptStation1_Wed / 8619	\$138.00	\$138.00		Bank Account
9002	Feb 15, 2024	14_Payson_Thu / 8621	\$1,542.00	\$1,542.00		Bank Account
9003	Feb 15, 2024	4_ReceiptStation1_Thu / 8622	\$425.00	\$425.00		Bank Account
9004	Feb 16, 2024	15_Payson_Fri / 8624	\$1,848.00	\$1,848.00		Bank Account
9005	Feb 16, 2024	5_ReceiptStation1_Fri / 8623	\$168.00	\$168.00		Bank Account
9007	Feb 20, 2024	2_ReceiptStation1_Tue / 8626	\$1,237.00	\$1,237.00		Bank Account
9008	Feb 21, 2024	13_Payson_Wed / 8628	\$744.00	\$744.00		Bank Account
9009	Feb 21, 2024	3_ReceiptStation1_Wed / 8627	\$775.00	\$775.00		Bank Account
9010	Feb 22, 2024	9_ReceiptStation2_Thu / 8630	\$0.00	\$0.00		Bank Account
9012	Feb 22, 2024	14_Payson_Thu / 8631	\$990.00	\$990.00		Bank Account
9013	Feb 22, 2024	4_ReceiptStation1_Thu / 8632	\$451.00	\$451.00		Bank Account
9014	Feb 23, 2024	5_ReceiptStation1_Fri / 8634	\$808.57	\$808.57		Bank Account
9015	Feb 23, 2024	15_Payson_Fri / 8633	\$840.00	\$840.00		Bank Account
9016	Feb 26, 2024	1_ReceiptStation1_Mon / 8635	\$1,533.00	\$1,533.00		Bank Account
9017	Feb 26, 2024	11_Payson_Mon / 8636	\$604.00	\$604.00		Bank Account
9018	Feb 27, 2024	2_ReceiptStation1_Tue / 8637	\$900.00	\$900.00		Bank Account
9019	Feb 27, 2024	12_Payson_Tue / 8638	\$745.00	\$745.00		Bank Account
9020	Feb 28, 2024	13_Payson_Wed / 8639	\$1,140.00	\$1,140.00		Bank Account
9021	Feb 28, 2024	3_ReceiptStation1_Wed / 8640	\$7,320.61	\$7,320.61		Bank Account
9022	Feb 29, 2024	4_ReceiptStation1_Thu / 8641	\$245.00	\$245.00		Bank Account
9023	Feb 29, 2024	14_Payson_Thu / 8642	\$2,104.00	\$2,104.00		Bank Account
9025	Feb 29, 2024	Web / 8629	\$9.00	\$9.00		Bank Account
9031	Feb 29, 2024	previousday / 8646	\$1,140.00	\$1,140.00		Bank Account

Bank Deposit

From 02/01/2024 To 02/29/2024

9043	Feb 20, 2024	12_Payson_Tue / 8625	\$1,622.00	\$1,622.00	Bank Account
9049	Feb 13, 2024	2_ReceiptStation1_Tue / 8617	\$1,219.00	\$1,219.00	Bank Account

Total \$44,142.79 \$44,142.79
 Non-Deposit Total (\$14,786.00) (\$14,786.00)
Deposit Total \$29,356.79 \$29,356.79
 Total Till Over/Short \$0.00

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$527.00	(\$300.00)	\$227.00
Cash	Cash/Check	\$13,318.61	\$0.00	\$13,318.61
creditcard	credit card	\$1,788.18	\$0.00	\$1,788.18
creditcardweb	Credit Card Web	\$9.00	\$0.00	\$9.00
D-1005-120-01-4612-023	Recording Fee (deferred)	\$55.00	(\$55.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$20.00	(\$20.00)	\$0.00
ETransfer	Electronic Transfers	\$14,250.00	\$0.00	\$14,250.00
	Total	\$29,967.79	(\$375.00)	\$29,592.79
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$75.00	(\$75.00)	\$0.00
	Total	\$75.00	(\$75.00)	\$0.00
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$371.00)	(\$371.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$42.00)	(\$42.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$2.00)	(\$2.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$6.00)	(\$6.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$24,540.00)	(\$24,540.00)
1005-120-01-4612-023-1	General Fund - Voter	\$0.00	(\$35.54)	(\$35.54)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$3,840.00)	(\$3,840.00)
7147-120-01-4612-018	Voter	\$0.00	(\$281.25)	(\$281.25)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$475.00)	(\$475.00)
eRecording	eRecording	\$14,175.00	(\$14,175.00)	\$0.00
	Total	\$14,175.00	(\$43,767.79)	(\$29,592.79)
	Total	\$44,217.79	(\$44,217.79)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	\$13,318.61	\$0.00	\$13,318.61
	Range Total	\$13,318.61	\$0.00	\$13,318.61

House Account Summary

Gila County AZ Recorder

For the Period of 02/01/2024 - 02/29/2024

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(140.00)	0.00	0.00	(140.00)
ADOT	AZ DEPT OF TRANS	(197.50)	0.00	0.00	(197.50)
APS	APS/COPIES	(482.00)	4.00	0.00	(478.00)
APSR	APS/RECORDINGS	(289.00)	0.00	0.00	(289.00)
APT	ARIZONA PREMIER TITLE	(96.00)	0.00	0.00	(96.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(12.00)	10.00	(300.00)	(302.00)
ATCI	AQUA TERRA CONSULTANTS INC	(341.00)	0.00	0.00	(341.00)
AWC	ARIZONA WATER COMPANY	(32.00)	0.00	0.00	(32.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(1,050.80)	0.00	0.00	(1,050.80)
AZDWR	ARIZONA DEPARTMENT OF WATER RESOURCES	(100.00)	0.00	0.00	(100.00)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(2,027.00)	0.00	0.00	(2,027.00)
CRSI	Colorado Records Sooner Inc	(30.00)	0.00	0.00	(30.00)
CS	GILA COUNTY COMMUNITY SERVICES	(170.00)	0.00	0.00	(170.00)
CTS	COMPLETE TITLE SOLUTIONS	(42.00)	0.00	0.00	(42.00)
D2	D2 SURVEYING LLC	(176.00)	0.00	0.00	(176.00)
D3	D3 Title Agency	(100.00)	0.00	0.00	(100.00)
DS	DATA SERVICES	(1,000.00)	4,530.00	(4,530.00)	(1,000.00)
EMP	EMPIRE WEST TITLE AGENCY LLC	(36.00)	0.00	0.00	(36.00)
EPN	eRecording Partners Network	(1,000.00)	1,020.00	(1,020.00)	(1,000.00)
EQUIT	EQUITY SERVICES	(50.00)	0.00	0.00	(50.00)
FARES	CORELOGIC	(2,321.40)	95.00	0.00	(2,226.40)
FATM	FIRST AMERICAN MICROFICHE	(37.20)	0.00	0.00	(37.20)

House Account Summary

Gila County AZ Recorder

For the Period of 02/01/2024 - 02/29/2024

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
FNDS	BLACK KNIGHT FINANCIAL SERVICES / PROPERTY INSIGHT	(2,348.20)	95.00	0.00	(2,253.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	164.50	0.00	0.00	164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(56.00)	0.00	0.00	(56.00)
IM	THE INFORMATION MARKET	(660.00)	95.00	0.00	(565.00)
IMAPP	IMAPP , INC	(53.40)	0.00	0.00	(53.40)
INDECOMM	INDECOMM	(1,000.00)	0.00	0.00	(1,000.00)
Ingeo	Ingeo - eRecording	(1,127.00)	1,455.00	(1,455.00)	(1,127.00)
IRS	INTERNAL REVENUE SERVICE	(82.00)	75.00	(75.00)	(82.00)
LA001	First American Title Lenders Advantage	(428.50)	0.00	0.00	(428.50)
LTIC	Lawyers Title of Arizona inc	(106.00)	0.00	0.00	(106.00)
MHK	MORRIS HALL KINGHORN	(266.00)	0.00	0.00	(266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(855.00)	0.00	0.00	(855.00)
NewAcct1	Applied Technology Resources Inc	(182.00)	0.00	0.00	(182.00)
NTC	NATIONWIDE TITLE CLEARING	(982.00)	0.00	0.00	(982.00)
PIONE	PIONEER TITLE AGENCY FICHE	(6,565.00)	95.00	0.00	(6,470.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(2,314.00)	38.00	0.00	(2,276.00)
Public Works Floodplain	Gila County	(81.00)	0.00	0.00	(81.00)
RSSI	RECORD SEARCHING SERVICES INC	(10.00)	0.00	0.00	(10.00)
RUI	RESEARCH UNLIMITED INC	(83.00)	0.00	0.00	(83.00)
simplifile	Simplifile - eRecording	(2,285.00)	7,170.00	(7,170.00)	(2,285.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(906.20)	0.00	0.00	(906.20)

House Account Summary

Gila County AZ Recorder

For the Period of 02/01/2024 - 02/29/2024

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
TD	Timely Documents	(98.00)	0.00	0.00	(98.00)
ZILL	ZILLOW	(1,470.00)	95.00	0.00	(1,375.00)
Totals		(31,523.70)	14,777.00	(14,550.00)	(31,296.70)

Credit Card Transactions

Gila County AZ Recorder

From 2/1/24 12:00 AM To 2/29/24 11:59 PM

Date	Receipt #	Transaction ID #	Amount Charge Information
02/01/2024	24-0763	20808059303,20807588702	\$101.61 Service Fee: \$3.56
02/02/2024	24-0782	20815183003,20815184903	\$30.00 Service Fee: \$1.05
02/02/2024	24-0790	20816166803,20815522302,20815523802	\$2.00 Service Fee: \$1.00
02/02/2024	24-0793	20816269802,20816271302	\$30.00 Service Fee: \$1.05
02/05/2024	24-0804	20829964802,20829965802	\$2.00 Service Fee: \$1.00
02/05/2024	24-0810	20830513702,20830517202	\$31.00 Service Fee: \$1.09
02/05/2024	24-0814	20832059503,20832062903	\$35.00 Service Fee: \$1.23
02/05/2024	24-0815	20832083703,20832084803	\$30.00 Service Fee: \$1.05
02/05/2024	24-0816	20832138403,20832140103	\$4.00 Service Fee: \$1.00
02/05/2024	24-0817	20832430403,20832432503	\$30.00 Service Fee: \$1.05
02/05/2024	24-0819	20832272702,20832275402	\$30.00 Service Fee: \$1.05
02/05/2024	24-0824	20833671303,20833675103	\$30.00 Service Fee: \$1.05
02/06/2024	24-0844	20836931902,20836933002	\$30.00 Service Fee: \$1.05
02/06/2024	24-0848	20837145902,20837146802	\$2.00 Service Fee: \$1.00
02/06/2024	24-0853	20837882302,20837884602	\$16.00 Service Fee: \$1.00
02/07/2024	24-0887	20843493902,20844448003	\$30.00 Service Fee: \$1.05
02/07/2024	24-0896	20844864902,20844870102	\$60.00 Service Fee: \$2.10
02/08/2024	24-0910	20851430003,20850151602	\$60.00 Service Fee: \$2.10
02/08/2024	24-0914	20850504902,20850510202	\$3.00 Service Fee: \$1.00
02/08/2024	24-0926	20851316202,20851317302	\$30.00 Service Fee: \$1.05
02/09/2024	24-0957	20859400503,20859402003	\$18.00 Service Fee: \$1.00
02/09/2024	24-0976	20859817402,20859818202	\$30.00 Service Fee: \$1.05
02/09/2024	24-0978	20861427603,20860058902	\$5.00 Service Fee: \$1.00
02/09/2024	24-0980	20860591602,20860594302	\$30.00 Service Fee: \$1.05
02/12/2024	24-0997	20873858402,20875216803	\$6.00 Service Fee: \$1.00

Credit Card Transactions

Gila County AZ Recorder

From 2/1/24 12:00 AM To 2/29/24 11:59 PM

Date	Receipt #	Transaction ID #	Amount Charge Information
02/13/2024	24-1026	20879301402,20879302902	\$30.00 Service Fee: \$1.05
02/13/2024	24-1032	20880799002,20882257403	\$30.00 Service Fee: \$1.05
02/13/2024	24-1047	20883503003,20883505303	\$30.00 Service Fee: \$1.05
02/14/2024	24-1063	20888134203,20888135103	\$1.00 Service Fee: \$1.00
02/14/2024	24-1067	20889163103,20889166003	\$30.00 Service Fee: \$1.05
02/14/2024	24-1082	20889075702,20890612603	\$32.00 Service Fee: \$1.12
02/15/2024	24-1094	20895781203,20895781803	\$1.00 Service Fee: \$1.00
02/15/2024	24-1097	20896012202,20896172503	\$30.00 Service Fee: \$1.05
02/15/2024	24-1099	20896444002,20896587103	\$30.00 Service Fee: \$1.05
02/15/2024	24-1104	20897265402,20897271102	\$30.00 Service Fee: \$1.05
02/16/2024	24-1125	20902613302	\$28.00 Service Fee: \$1.00
02/16/2024	24-1126	20902817502	\$33.00 Service Fee: \$1.16
02/16/2024	24-1143	20904745203	\$30.00 Service Fee: \$1.05
02/20/2024	24-1175	20925411902	\$1.00 Service Fee: \$1.00
02/20/2024	24-1179	20926651703	\$30.00 Service Fee: \$1.05
02/21/2024	W-24-1	20932313902	\$2.00
02/21/2024	24-1214	20933075602	\$33.00 Service Fee: \$1.16
02/21/2024	24-1222	20934219302	\$6.00 Service Fee: \$1.00
02/21/2024	24-1230	20934568102	\$1.00 Service Fee: \$1.00
02/22/2024	24-1243	20939198803	\$75.00 Service Fee: \$2.63
02/22/2024	24-1244	20938622002	\$30.00 Service Fee: \$1.05
02/22/2024	24-1250	20939199902	\$8.00 Service Fee: \$1.00
02/22/2024	24-1254	20939846902	\$30.00 Service Fee: \$1.05
02/22/2024	24-1259	20940882603	\$30.00 Service Fee: \$1.05
02/22/2024	24-1265	20941115002	\$4.00 Service Fee: \$1.00
02/22/2024	24-1268	20941467802	\$15.00 Service Fee: \$1.00
02/23/2024	24-1271	20946016703	\$102.57 Service Fee: \$3.59
02/23/2024	24-1279	20947119703	\$60.00 Service Fee: \$2.10
02/23/2024	24-1282	20949468603	\$1.00 Service Fee: \$1.00
02/23/2024	W-24-2	20949783203	\$2.00 (voided)
02/23/2024	24-1293	20951511103	\$15.00 Service Fee: \$1.00
02/26/2024	24-1319	20969630602	\$23.00 Service Fee: \$1.00
02/26/2024	24-1336	20970910702	\$3.00 Service Fee: \$1.00

Credit Card Transactions

Gila County AZ Recorder

From 2/1/24 12:00 AM To 2/29/24 11:59 PM

Date	Receipt #	Transaction ID #	Amount Charge Information
02/28/2024	24-1375	20980207502	\$1.00 Service Fee: \$1.00
02/28/2024	24-1384	20980399303	\$30.00 Service Fee: \$1.05
02/28/2024	24-1390	20980823903	\$30.00 Service Fee: \$1.05
02/28/2024	24-1400	20982104303	\$30.00 Service Fee: \$1.05
02/28/2024	24-1401	20982862702	\$30.00 Service Fee: \$1.05
02/28/2024	24-1402	20982871202	\$30.00 Service Fee: \$1.05
02/28/2024	24-1409	20983561902	\$36.00 Service Fee: \$1.26
02/29/2024	24-1419	20988184703	\$3.00 Service Fee: \$1.00
02/29/2024	24-1426	20989375302	\$30.00 Service Fee: \$1.05
02/29/2024	24-1430	20989356403	\$30.00 Service Fee: \$1.05
02/29/2024	24-1435	20990325902	\$60.00 Service Fee: \$2.10
02/29/2024	W-24-3	20991075502	\$7.00
		count 70	\$1,797.18

Account	DS	EPN	Indecomm	Ingeo	IRS	Simplifile
Amount applied	\$ 3,660.00	\$ 960.00	\$ -	\$ 1,455.00	\$ 75.00	\$ 6,570.00
To come in March	\$ 450.00	\$ 60.00		\$ 30.00		\$ 600.00
	\$420.00					
Total	\$ 4,530.00	\$ 1,020.00	\$ -	\$ 1,485.00	\$ 75.00	\$ 7,170.00

ARF-8634

Consent Agenda Item 5. E.

Regular BOS Meeting

Meeting Date: 04/02/2024

Reporting Period: Globe Regional Constable's Report for February 2024

Submitted For: Ruben Mancha, Globe Regional Constable

Submitted By: Mary Curiel, Constable Clerk

Information

Subject

Globe Regional Constable's report for February 2024.

Suggested Motion

Acknowledgment of February 2024 monthly activity report submitted by Globe Regional Constable's Office.

Attachments

February 2024

RUBEN A MANCHA
GLOBE REGIONAL
CONSTABLE



1400 E ASH ST
GLOBE, AZ 85501
928-402-8758

FEBRUARY 2024
MONTHLY REPORT
TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

Dan Rodriguez
Deputy Constable



Mary E. Curiel
Constable Clerk

Office of
Globe Regional Constable
Ruben Mancha

Wednesday, March 6, 2024

Gila County Board of Supervisors
1400 East Ash St
Globe AZ 85501

GLOBE REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **February 2024**, the Globe Regional Constable's Office:

Received a total of **80** papers for service with **141** attempts.

Drove a total of **731** Miles.

Mailed a total of **22** warrant letters.

Bailiff for Justice Court **4**.

Arrests **0**.

Collected a total of **\$ 1,304.00** as follows:

Total Deposited:	\$1,304.00
Less Refunds	<u>\$0.00</u>
Paid to General Fund:	\$1,304.00

Respectfully submitted,

Ruben Mancha
Globe Regional Constable
Gila County, Globe, Arizona

GLOBE REGIONAL CONSTABLE OFFICE
FEES COLLECTED
FEBRUARY 2024

DATE	RECEIVED FROM	PROCESS NUMBER	AMOUNT	CHECK / MO / CASH / NCOURT	RECEIPT NUMBER	REFUNDS
1/4/2024	David Contreras	2401CO026	\$40.00	NCOURT	449589	\$0.00
1/8/2024	Patricia McDermott	2401CO032	\$40.00	NCOURT	449591	\$0.00
1/18/2024	Chyenne Higginbotham	2401CO060	\$40.00	NCOURT	449598	\$0.00
1/18/2024	Douglas Nance	2401CO061	\$40.00	NCOURT	449599	\$0.00
1/19/2024	Earl Watkins - ALH MHP	2401CO074	\$144.00	NCOURT	449600	\$0.00
		2401CO075				
		2401CO076				
1/24/2024	Rhiannon Gaul	2401CO083	\$40.00	NCOURT	424401	\$0.00
1/25/2024	Davi Berrey	2401CO091	\$48.00	NCOURT	424403	\$0.00
1/30/2024	Ashlyn Earven	2401CO096	\$40.00	NCOURT	424405	\$0.00
2/1/2024	Provest LLC	2402CO001	\$64.00	CHECK	424406	\$0.00
2/1/2024	Zona Law Group / Mt. Gate Estates MHP	2402CO005	\$82.00	CHECK	424407	\$0.00
2/8/2024	Davey Jost	2402CO014	\$48.00	CASH	424408	\$0.00
2/9/2024	Zona Law Group / Mt. Gate Estates MHP	2402CO024	\$82.00	CHECK	424409	\$0.00
2/12/2024	Provest LLC	2402CO026	\$64.00	CHECK	424410	\$0.00
2/12/2024	Provest LLC	2402CO027	\$64.00	CHECK	424411	\$0.00
2/12/2024	Provest LLC	2402CO028	\$64.00	CHECK	424412	\$0.00
2/12/2024	Provest LLC	2402CO029	\$64.00	CHECK	424413	\$0.00
2/14/2024	David Berrey	2402CO037	\$82.00	NCOURT	424414	\$0.00
2/14/2024	TallyHo Development	2402CO039	\$48.00	CASH	424415	\$0.00
2/14/2024	John Perlman/ Apache MH & RV PARK	2402CO040	\$48.00	CHECK	424416	\$0.00
2/14/2024	Melanie Mendez	2402CO048	\$40.00	NCOURT	424417	\$0.00
2/29/2024	Zona Law Group / Mt. Gate Estates MHP	2402CO082	\$82.00	CHECK	424419	\$0.00
2/29/2024	Jericho Hulbert	2402CO081	\$40.00	NCOURT	424418	\$0.00
Collected:			\$1,304.00			
Refunds:			\$0.00			
Balance:			\$1,304.00			

Constable Activity Log - Monthly



Constable: Ruben Mancha
 County: Gila
 Precinct: Globe

Deputy: Dan Rodriguez

Total Cases Served/Attempted:

141

Mileage Total: 731

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
1/12/24	Criminal Subpoena	J 0403 CM 2023-419	Globe Regional Justice Court	State of Arizona	Thomas Holden	Margaret Ross / Protected Information	None	2/1/24	Attempted				Rodriguez
1/12/24	Criminal Subpoena	J 0403 CM 2023-419	Globe Regional Justice Court	State of Arizona	Thomas Holden	Margaret Ross / Protected Information	Margaret Ross / Protected Information	2/1/24	Served				Rodriguez
1/24/24	Order to Show Cause	J0403CM2023000042	Globe Regional Justice Court	State of Arizona	Christopher Hammons	Christopher Hammons / 8958 S. Six Shooter Canyon Rd. #41 Globe, AZ 85501	None	2/1/24	Attempted				Rodriguez
1/10/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/2/24	Attempted			29	Rodriguez
1/24/24	Order to Show Cause	J0403CM2023000042	Globe Regional Justice Court	State of Arizona	Christopher Hammons	Christopher Hammons / 8958 S. Six Shooter Canyon Rd. #41 Globe, AZ 85501	Christopher Hammons / 8958 S. Six Shooter Canyon Rd. #41 Globe, AZ 85501	2/2/24	Served				Rodriguez
2/1/24	Writ of Restitution	CV 2023 000385	Globe Regional Justice Court	Mountain Gate Estates	Amber Miller & Scott Miller	Amber Miller & Scott Miller / 8958 S. Six Shooter Canyon Rd. #1 Globe, Az 85501	Posted / 8958 S. Six Shooter Canyon Rd. #1 Globe, Az 85501	2/2/24	Served				Rodriguez
2/2/24	Notice to Appear; Petition	JV 2024-00021	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Jessica Arriaga / Protected Information	2/2/24	Served				Rodriguez
2/2/24	Notice to Appear; Petition	JV 2024-00021	Gila County Superior Court	State of Arizona	Protected Information	Jessica Arriaga / Protected Information	Jessica Arriaga / Protected Information	2/2/24	Served				Rodriguez
2/1/24	Hearing on OP	J0403PO2024000019	Globe Regional Justice Court	Protected Information	Frank Membrila	Frank Membrila / 338 S. Third St. Globe, AZ 85501	Frank Membrila / 1100 E. South Street Globe, AZ 85501	2/2/24	Served				Rodriguez
2/1/24	Hearing on OP	J0403PO2024000019	Globe Regional Justice Court	Protected Information	Protected Information	Protected Information	Protected Information	2/2/24	Served				Rodriguez
2/2/24	Notice to Appear; Petition	JV 2024-00011	Gila County Superior Court	State of Arizona	Protected Information	Kassi Howard / Protected Information	None	2/2/24	Attempted				Rodriguez
2/2/24	Notice to Appear; Petition	JV 2024-00011	Gila County Superior Court	State of Arizona	Protected Information	Kassi Howard / Protected Information	None	2/2/24	Attempted				Rodriguez
2/2/24	Notice to Appear; Petition	JV 2024-00011	Gila County Superior Court	State of Arizona	Protected Information	Kassi Howard / Protected Information	Kassi Howard / Protected Information	2/2/24	Served				Rodriguez
1/10/24	Order to Show Cause	J0403TR2020000144	Globe Regional Justice Court	State of Arizona	Jason Sutton	Jason Sutton / 5852 S. Long St. Claypool, AZ 85532	None	2/2/24	Attempted				Rodriguez
1/10/24	Order to Show Cause	J0403TR2020000144	Globe Regional Justice Court	State of Arizona	Jason Sutton	Jason Sutton / 5852 S. Long St. Claypool, AZ 85532	Jason Sutton / 1100 E. South Street Globe, Az 85501	2/2/24	Served				Rodriguez
2/2/24	Notice to Appear; Petition	JV 2024-00017	Gila County Superior Court	State of Arizona	Protected Information	Francisco Joe Conchos / Protected Information	None	2/2/24	Attempted				Rodriguez
2/2/24	Notice to Appear; Petition	JV 2024-00017	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	2/2/24	Attempted				Rodriguez
1/10/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/2/24	Attempted				Rodriguez
1/16/24	Summons	J0403CV2023000387	Globe Regional Justice Court	Midland Credit Management, LLC	Alexander Rodriguez	Alexander Rodriguez / 201 S. Sunnyslope Ave. Miami, AZ 85539	Alexander Rodriguez / 201 S. Sunnyslope Ave. Miami, AZ 85539	2/5/24	Served			22	Rodriguez
1/31/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/5/24	Attempted				Rodriguez

Constable Activity Log - Monthly



Constable: Ruben Mancha

Deputy: Dan Rodriguez

County: Gila

Precinct: Globe

Total Cases Served/Attempted:

141

Mileage Total: 731

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
1/31/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/5/24	Attempted				Rodriguez
1/31/24	Summons	J0403TR2024000022	Globe Regional Justice Court	State of Arizona	Saundra Gaddie	Saundra Gaddie / 5987 Calle De Loma Miami, AZ 85539	Saundra Gaddie / 5987 Calle De Loma Miami, AZ 85539	2/5/24	Served				Rodriguez
1/30/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/5/24	Attempted				Rodriguez
1/30/24	Summons	J0403TR2024000026	Globe Regional Justice Court	State of Arizona	Jessica Gonzales	Jessica Gonzales / 5993 S. El Camino Claypool, AZ 85532	Jessica Gonzales / 5993 S. El Camino Claypool, AZ 85532	2/5/24	Served				Rodriguez
2/2/24	Notice to Appear; Petition	JV 2024-00017	Gila County Superior Court	State of Arizona	Protected Information	Francisco Joe Conchos / Protected Information	None	2/5/24	Attempted				Rodriguez
2/2/24	Notice to Appear; Petition	JV 2024-00017	Gila County Superior Court	State of Arizona	Protected Information	Francisco Joe Conchos / Protected Information	None	2/5/24	Attempted				Rodriguez
2/2/24	Notice to Appear; Petition	JV 2024-00017	Gila County Superior Court	State of Arizona	Protected Information	Francisco Joe Conchos / Protected Information	Francisco Joe Conchos / Protected Information	2/5/24	Served				Rodriguez
2/2/24	Notice to Appear; Petition	JV 2024-00017	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	2/5/24	Attempted				Rodriguez
2/2/24	Notice to Appear; Petition	JV 2024-00017	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	2/5/24	Attempted				Rodriguez
2/2/24	Notice to Appear; Petition	JV 2024-00017	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	2/5/24	Attempted				Rodriguez
1/24/24	Order to Show Cause	J0403TR2016001112	Globe Regional Justice Court	State of Arizona	Dixie Williams	Dixie Williams / 541 Hackney Ave. #66 Globe, AZ 85501	None	2/5/24	Attempted				Rodriguez
1/24/24	Order to Show Cause	J0403CR2016000580	Globe Regional Justice Court	State of Arizona	Dixie Williams	Dixie Williams / 541 Hackney Ave. #66 Globe, AZ 85501	None	2/5/24	Attempted				Rodriguez
1/24/24	Order to Show Cause	J0403CR2016000575	Globe Regional Justice Court	State of Arizona	Dixie Williams	Dixie Williams / 541 Hackney Ave. #66 Globe, AZ 85501	None	2/5/24	Attempted				Rodriguez
1/24/24	Order to Show Cause	J0403CR2016000472	Globe Regional Justice Court	State of Arizona	Dixie Williams	Dixie Williams / 541 Hackney Ave. #66 Globe, AZ 85501	None	2/5/24	Attempted				Rodriguez
2/1/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/5/24	Attempted				Rodriguez
2/5/24	Notice to Appear; Petition	JV 2024-00011	Gila County Superior Court	State of Arizona	Protected Information	Shontel Howard / Protected Information	None	2/6/24	Attempted				33 Rodriguez
2/5/24	Notice to Appear; Petition	JV 2024-00011	Gila County Superior Court	State of Arizona	Protected Information	Shontel Howard / Protected Information	None	2/6/24	Attempted				Rodriguez
2/5/24	Notice to Appear; Petition	JV 2024-00011	Gila County Superior Court	State of Arizona	Protected Information	Shontel Howard / Protected Information	Shontel Howard / Protected Information	2/6/24	Served				Rodriguez
2/5/24	Order to Show Cause	J0403TR2024000001	Globe Regional Justice Court	State of Arizona	Eduardo Macias	Eduardo Macias / 8958 S. Six Shooter Canyon Rd. #20 Globe, AZ 85501	Eduardo Macias / 8958 S. Six Shooter Canyon Rd. #20 Globe, AZ 85501	2/6/24	Served				Rodriguez
1/10/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/6/24	Attempted				Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez



County: Gila
Precinct: Globe

Total Cases Served/Attempted:

141

Mileage Total: 731

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
1/10/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/7/24	Attempted			22	Rodriguez
2/6/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/7/24	Attempted				Rodriguez
2/1/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/7/24	Attempted				Rodriguez
2/9/24	Criminal Subpoena	J 0403 CM 2023-526	Globe Regional Justice Court	State of Arizona	Linda Aguirre	Thomas Holden / Protected Information	None	2/8/24	Attempted			34	Rodriguez
2/9/24	Criminal Subpoena	J 0403 CM 2023-526	Gila County Superior Court	State of Arizona	Linda Aguirre	Officer Chebel Sandoval / 175 N. Pine Street Globe, AZ 85501	B. McCreary - Front Desk / 175 N. Pine Street Globe, AZ 85501	2/9/24	Served			38	Rodriguez
2/9/24	Criminal Subpoena	J 0403 CM 2023-444	Gila County Superior Court	State of Arizona	Patrick Marquez	Officer Justin Smothermon / 175 N. Pine Street Globe, AZ 85501	B. McCreary - Front Desk / 175 N. Pine Street Globe, AZ 85501	2/9/24	Served				Rodriguez
2/9/24	Writ of Restituion	CV 2024 000017	Globe Regional Justice Court	Mountain Gate Estates	Caroline & Robert Case	Caroline & Robert Case / 8958 S. Six Shooter #14 Globe, AZ 85501	Posted & Mailed Certified / 8958 S. Six Shooter #14 Globe, AZ 85501	2/9/24	Served				Rodriguez
2/8/24	Summons	J0403CV2024000039	Globe Regional Justice Court	Davey Jost	Devon Bishop	Devon Bishop / 755 E. Prickly Pear Dr. Globe, AZ 85501	Posted & Mailed Certified / 755 E. Prickly Pear Dr. Globe, AZ 85501	2/9/24	Served				Rodriguez
2/1/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/9/24	Attempted				Rodriguez
2/9/24	Criminal Subpoena	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/9/24	Attempted				Rodriguez
2/9/24	Criminal Subpoena	J 0403 CM 2023-361	Globe Regional Justice Court	State of Arizona	Waylon Ijacich	Mary Barela / Protected Information	None	2/9/24	Attempted				Rodriguez
2/9/24	Criminal Subpoena	J 0403 CM 2023-447	Gila County Superior Court	State of Arizona	James Harris	Robert Parisoff / Protected Information	None	2/12/24	Attempted			33	Rodriguez
2/9/24	Criminal Subpoena	J 0403 CM 2023-447	Gila County Superior Court	State of Arizona	James Harris	Robert Parisoff / Protected Information	None	2/12/24	Attempted				Rodriguez
2/9/24	Criminal Subpoena	J 0403 CM 2023-447	Gila County Superior Court	State of Arizona	James Harris	Robert Parisoff / Protected Information	Robert Parisoff / Protected Information	2/12/24	Served				Rodriguez
2/6/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/12/24	Attempted				Rodriguez
2/1/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/12/24	Attempted				Rodriguez
2/9/24	Criminal Subpoena	J 0403 CM 2023-526	Globe Regional Justice Court	State of Arizona	Linda Aguirre	Thomas Holden / Protected Information	None	2/12/24	Attempted				Rodriguez
2/9/24	Criminal Subpoena	J 0403 CM 2023-361	Globe Regional Justice Court	State of Arizona	Waylon Ijacich	Mary Barela / Protected Information	None	2/12/24	Attempted				Rodriguez
2/9/24	Criminal Subpoena	J 0403 CM 2023-361	Globe Regional Justice Court	State of Arizona	Waylon Ijacich	Vincent Barcon / Protected Information	None	2/12/24	Attempted				Rodriguez
2/12/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/13/24	Attempted			69	Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha
 County: Gila
 Precinct: Globe

Deputy: Dan Rodriguez



Total Cases Served/Attempted:

141

Mileage Total: 731

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
2/12/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/13/24	Attempted				Rodriguez
2/12/24	Summons	J0403CV2024000025	Globe Regional Justice Court	Jefferson Capital Systems LLC	Leigh Ann Kenton	Leigh Ann Kenton / 345 S. 3rd St. Globe, AZ 85501	Leigh Ann Kenton / 345 S. 3rd St. Globe, AZ 85501	2/13/24	Served				Rodriguez
2/12/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/13/24	Attempted				Rodriguez
2/6/24	Summons	J0403TR2024000031	Globe Regional Justice Court	State of Arizona	Jorge Olivas	Jorge Olivas / 418 W. Blake St. Globe, AZ 85501	Jorge Olivas / 418 W. Blake St. Globe, AZ 85501	2/13/24	Served				Rodriguez
2/12/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/13/24	Attempted				Rodriguez
2/12/24	Summons & Complaint	CV 23035804	Pima County Justice Court	Midland Credit Management, LLC	Naomi Stewart	Naomi Stewart / 58 White Wing Drive Roosevelt, AZ 85545	None	2/13/24	Attempted				Rodriguez
2/14/24	Arrest Warrant	J0403CM2020000235	Globe Regional Justice Court	State of Arizona	Clara Rascon	Clara Rascon / 1224 Apache Trl Globe, AZ 85501	Mailed / 1224 Apache Trl Globe, AZ 85501	2/14/24	Served			37	Curiel
2/14/24	Arrest Warrant	J0403CR2013000788	Globe Regional Justice Court	State of Arizona	Erik Gonzales	Erik Gonzales / P O Box 586 Claypool, AZ 85532	Mailed / P O Box 586 Claypool, AZ 85532	2/14/24	Served				Curiel
2/14/24	Arrest Warrant	J0403TR2012002851	Globe Regional Justice Court	State of Arizona	Erik Gonzales	Erik Gonzales / P O Box 586 Claypool, AZ 85532	Mailed / P O Box 586 Claypool, AZ 85532	2/14/24	Served				Curiel
2/14/24	Arrest Warrant	J0403CM2022000581	Globe Regional Justice Court	State of Arizona	Gwendoline Marie Ozuna	Gwendoline Marie Ozuna / 269 E. Apache Globe, AZ 85501	Mailed / 269 E. Apache Globe, AZ 85501	2/14/24	Served				Curiel
2/14/24	Arrest Warrant	J0403CM2022000248	Globe Regional Justice Court	State of Arizona	Gwendoline Marie Ozuna	Gwendoline Marie Ozuna / 269 E. Apache Globe, AZ 85501	Mailed / 269 E. Apache Globe, AZ 85501	2/14/24	Served				Curiel
2/14/24	Arrest Warrant	J0403CR2019000149	Globe Regional Justice Court	State of Arizona	Johnathan Wright	Johnathan Wright / 7822 S. Acoma Dr. Globe, AZ 85501	Mailed / 7822 S. Acoma Dr. Globe, AZ 85501	2/14/24	Served				Curiel
2/14/24	Arrest Warrant	J0403CR2013000399	Globe Regional Justice Court	State of Arizona	Johnathan Wright	Johnathan Wright / 7822 S. Acoma Dr. Globe, AZ 85501	Mailed / 7822 S. Acoma Dr. Globe, AZ 85501	2/14/24	Served				Curiel
2/14/24	Writ of Restituion	J0403CV2024000024	Globe Regional Justice Court	David Berrey	Jody Herrera	Jody Herrera / 1300 W. Laurel St Apt #2 Miami, AZ 85539	POSTED / 1300 W. Laurel St. Apt #2 Miami, AZ 85539	2/14/24	Served				Rodriguez
2/14/24	Summons	J0403CV2024000024	Globe Regional Justice Court	Jefferson Capital Systems LLC	George Santos	George Santos / 541 E. Carico St. Globe, AZ 85501	George Santos / 1400 E. Ash Street Globe, AZ 85501	2/14/24	Served				Rodriguez
2/12/24	Summons	J0403CV2024000022	Globe Regional Justice Court	Jefferson Capital Systems LLC	Nichole Harmon	Nichole Harmon / 8089 E. Delores Lane Globe, AZ 85501	Nichole Harmon / 1400 E. Ash Street Globe, AZ 85501	2/14/24	Served				Rodriguez
2/12/24	Summons	J0403TR2024000039	Globe Regional Justice Court	State of Arizona	Jackie Mowrey Jr.	Jackie Mowrey Jr. / 5870 S. Grover Cyn Rd. Claypool, AZ 85532	Jackie Mowrey Jr. / 5870 S. Grover Cyn Rd. Claypool, AZ 85532	2/14/24	Served				Rodriguez
2/14/24	Subpoena	J0403CT2024000179	Globe Regional Justice Court	State of Arizona	Tracy Hurd	Officer Jorge Gomez Jr. / 1100 E. South Street Globe, AZ 85501	Jessica Chism-Civil Clerk / 1100 E. South Street Globe, AZ 85501	2/14/24	Served				Rodriguez
2/14/24	Subpoena	J0403CT2024000090	Globe Regional Justice Court	State of Arizona	Joshua Berumen	Officer Isaiah Kesterson / 108 W. Main Street Payson, AZ 85541	Jessica Chism-Civil Clerk / 1100 E. South Street Globe, AZ 85501	2/14/24	Served				Rodriguez
2/1/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/14/24	Attempted				Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

County: Gila
Precinct: Globe



Total Cases Served/Attempted:

141

Mileage Total: 731

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
2/12/24	Summons & Complaint	CV 23035804	Pima County Justice Court	Midland Credit Management, LLC	Naomi Stewart	Naomi Stewart / 58 White Wing Drive Roosevelt, AZ 85545	None	2/14/24	Attempted				Rodriguez
2/14/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/15/24	Attempted			97	Rodriguez
2/14/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/15/24	Attempted				Rodriguez
2/14/24	Summons	J0403CM2024000039	Globe Regional Justice Court	State of Arizona	Sean Palmer	Sean Palmer / 5985 S. Palmer Lane Miami, AZ 85539	Sean Palmer / Jesse Hayes & Hagen Rd. Globe, AZ 85501	2/15/24	Served				Rodriguez
2/14/24	Injunction Against Harassment	J0403PO2024000023	Globe Regional Justice Court	Protected Information	Crystal Valtierra	Crystal Valtierra / Little Acers Mobile Home Park #20 Globe, AZ 85501	Crystal Valtierra / Little Acers Mobile Home Park #20 Globe, AZ 85501	2/15/24	Served				Mancha
2/14/24	Summons Eviction Action	J0403CV2024000044	Globe Regional Justice Court	TalleyHo Development / Talmage & Rachel Hansen	Susan Kiss	Susan Kiss / 270 N. Fourth Street Globe, AZ 85501	POSTED & MAILED CERTIFIED / 270 N. Fourth Street Globe, AZ 85501	2/15/02	Served				Mancha
2/14/24	Summons Eviction Action	J0403CV2024000045	Globe Regional Justice Court	Apache Mobile Home & RV Park	Anthony Scalise	Anthony Scalise / 1271 N. Wheatfields Rd. SPC #70 Globe, AZ 85501	None	2/15/24	Attempted				Mancha
2/14/24	Summons Eviction Action	J0403CV2024000045	Globe Regional Justice Court	Apache Mobile Home & RV Park	Anthony Scalise	Anthony Scalise / 1271 N. Wheatfields Rd. SPC #70 Globe, AZ 85501	None	2/15/24	Attempted				Mancha
2/14/24	Summons Eviction Action	J0403CV2024000045	Globe Regional Justice Court	Apache Mobile Home & RV Park	Anthony Scalise	Anthony Scalise / 1271 N. Wheatfields Rd. SPC #70 Globe, AZ 85501	None	2/15/24	Attempted				Mancha
2/14/24	Summons Eviction Action	J0403CV2024000045	Globe Regional Justice Court	Apache Mobile Home & RV Park	Anthony Scalise	Anthony Scalise / 1160 N. Wheatfields Rd. SPC #70 Globe, AZ 85501	Anthony Scalise / 1160 N. Wheatfields Rd. SPC #70 Globe, AZ 85501	2/15/24	Served				Mancha
2/12/24	Summons & Complaint	CV 23035804	Pima County Justice Court	Midland Credit Management, LLC	Naomi Stewart	Naomi Stewart / 58 White Wing Drive Roosevelt, AZ 85545	None	2/15/24	Attempted				Rodriguez
2/12/24	Summons & Complaint	CV 23035804	Pima County Justice Court	Midland Credit Management, LLC	Naomi Stewart	Naomi Stewart / 58 White Wing Drive Roosevelt, AZ 85545	None	2/15/24	Attempted				Rodriguez
2/9/24	Criminal Subpoena	J 0403 CM 2023-526	Globe Regional Justice Court	State of Arizona	Linda Aguirre	Thomas Holden / Protected Information	None	2/15/24	Attempted				Rodriguez
2/9/24	Criminal Subpoena	J 0403 CM 2023-361	Globe Regional Justice Court	State of Arizona	Waylon Ijacich	Mary Barela / Protected Information	None	2/15/24	Attempted				Rodriguez
2/9/24	Criminal Subpoena	J 0403 CM 2023-361	Globe Regional Justice Court	State of Arizona	Waylon Ijacich	Vincent Barcon / Protected Information	None	2/15/24	Attempted				Rodriguez
2/1/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/16/24	Attempted			52	Rodriguez
2/16/24	Arrest Warrant	J0403CM2021000317	Globe Regional Justice Court	State of Arizona	Robert John Perez	Robert John Perez / 5900 N. Main Street Space #75 Globe, Az 85501	MAILED / 5900 N. Main Street Space #75 Globe, AZ 85501	2/16/24	Served				Curiel
2/16/24	Arrest Warrant	J0403CM2020000410	Globe Regional Justice Court	State of Arizona	Robert John Perez	Robert John Perez / 5900 N. Main Street Space #75 Globe, Az 85501	MAILED / 5900 N. Main Street Space #75 Globe, AZ 85501	2/16/24	Served				Curiel
2/16/24	Arrest Warrant	J0403TR2019001889	Globe Regional Justice Court	State of Arizona	Robert John Perez	Robert John Perez / 5900 N. Main Street Space #75 Globe, Az 85501	MAILED / 5900 N. Main Street Space #75 Globe, AZ 85501	2/16/24	Served				Curiel
2/16/24	Arrest Warrant	J0403TR2020000144	Globe Regional Justice Court	State of Arizona	Jason Sutton	Jason Sutton / 5809 S. Pine Way Claypool, AZ 85532	MAILED / 5809 S. Pine Way Claypool, AZ 85532	2/16/24	Served				Curiel

Constable Activity Log - Monthly



Constable: Ruben Mancha
 County: Gila
 Precinct: Globe

Deputy: Dan Rodriguez

Total Cases Served/Attempted: 141

Mileage Total: 731

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
2/16/24	Arrest Warrant	J0403TR2020000183	Globe Regional Justice Court	State of Arizona	Jeffery Canoles	Jeffery Canoles / 405 W. Banker Ave. Globe, AZ 85501	MAILED / 405 W. Banker Ave. Globe, AZ 85501	2/16/24	Served				Curiel
2/12/24	Summons & Complaint	CV 23035804	Pima County Justice Court	Midland Credit Management, LLC	Naomi Stewart	Naomi Stewart / 58 White Wing Drive Roosevelt, AZ 85545	None	2/16/24	Attempted				Rodriguez
2/20/24	Arrest Warrant	J0403TR2022000035	Globe Regional Justice Court	State of Arizona	Shelly Pittman	Shelly Pittman / 369 S. Second St. Globe, AZ 85501	MAILED / 369 S. Second St. Globe, AZ 85501	2/20/24	Served			34	Mancha
2/20/24	Divorce Packet	D0202400074	Gila County Superior Court	Lourdes M. Lopez	Richard R. Smith	Richard R. Smith 989 S. Center Ave. Superior, AZ 85173	Richard R. Smith / 1400 E. Ash St. Globe, AZ 85501	2/20/24	Served				Mancha
2/20/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/20/24	Attempted				Mancha
2/16/24	Notice to Appear; Petition	JV 2024-00028	Gila County Superior Court	State of Arizona	Protected Information	Shellie Robinson / Protected Information	None	2/20/24	Attempted				Rodriguez
2/9/24	Criminal Subpoena	J0403 CM 2023-526	Globe Regional Justice Court	State of Arizona	Linda Aguirre	Thomas Holden / Protected Information	None	2/20/24	Attempted				Rodriguez
2/9/24	Criminal Subpoena	J0403 CM 2023-361	Globe Regional Justice Court	State of Arizona	Waylon Ijacich	Vincent Barcon / Protected Information	None	2/20/24	Attempted				Rodriguez
2/15/24	Hearing Order on IAH	J0403PO2024000023	Globe Regional Justice Court	Protected Information	Crystal Dawn Valtierra	Protected Information	Protected Information	2/21/24	Served			37	Rodriguez
2/20/24	Notice of Hearing	J0403CT2024-286	Globe Regional Justice Court	State of Arizona	Donna Lynne Robinson	Officer J. Gomez / 1100 E. South Street Globe, AZ 85501	Aubrey Lopez-Records Clerk / 1100 E. South Street Globe, AZ 85501	2/21/24	Served				Rodriguez
2/20/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/21/24	Attempted				Mancha
2/16/24	Notice to Appear; Petition	JV 2024-00028	Gila County Superior Court	State of Arizona	Protected Information	Shellie Robinson / Protected Information	None	2/21/24	Attempted				Rodriguez
2/20/24	Summons	J0403CM2024000052	Globe Regional Justice Court	State of Arizona	Shawn Marie Macaulay	Shawn Marie Macaulay / 317 S. Adonis Ave. Miami, AZ 85539	Shawn Marie Macaulay / 317 S. Adonis Ave. Miami, AZ 85539	2/22/24	Served			24	Mancha
2/22/24	Hearing Prior to Issue of IAH	J0403PO2024000025	Globe Regional Justice Court	Protected Information	Michelle Diane Yerkovich	Michelle Diane Yerkovich / 2328 E. Cecil Circle Globe, AZ 85501	Michelle Diane Yerkovich / 1400 E. Ash Street Globe, AZ 85501	2/22/24	Served				Mancha
2/9/24	Criminal Subpoena	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/22/24	Attempted				Rodriguez
2/22/24	Subpoena	J0403CT2024000178	Globe Regional Justice Court	State of Arizona	Jacob Lawrence Widner	Officer J. Gomez / 1100 E. South Street Globe, AZ 85501	Candice Carbajal-Chism / Front Desk / 1100 E. South Street Globe, AZ 85501	2/23/24	Served			27	Rodriguez
2/23/24	Motion and Order	J0403PO2024000023	Globe Regional Justice Court	Protected Information	Crystal Dawn Valtierra	Protected Information	Protected Information / 1400 E. Ash Street Globe, AZ 85501	2/23/24	Served				Rodriguez
2/22/24	Order to Show Cause	J0403CM2024000020	Globe Regional Justice Court	State of Arizona	Aaron Parrett	Aaron Parrett / 8237 South Colt Dr. Globe, AZ 85501	None	2/23/24	Attempted				Rodriguez
2/22/24	Order to Show Cause	J0403CM2024000020	Globe Regional Justice Court	State of Arizona	Aaron Parrett	Aaron Parrett / 8237 South Colt Dr. Globe, AZ 85501	None	2/23/24	Attempted				Rodriguez
2/16/24	Notice to Appear; Petition	JV 2024-00028	Gila County Superior Court	State of Arizona	Protected Information	Shellie Robinson / Protected Information	None	2/24/24	Attempted				Rodriguez

Constable Activity Log - Monthly



Constable: Ruben Mancha
 County: Gila
 Precinct: Globe

Deputy: Dan Rodriguez

Total Cases Served/Attempted: 141

Mileage Total: 731

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
2/9/24	Criminal Subpoena	J 0403 CM 2023-526	Globe Regional Justice Court	State of Arizona	Linda Aguirre	Thomas Holden / Protected Information	None	2/24/24	Attempted				Rodriguez
2/9/24	Criminal Subpoena	J 0403 CM 2023-361	Globe Regional Justice Court	State of Arizona	Waylon Ijacich	Mary Barela / Protected Information	None	2/24/24	Attempted				Rodriguez
2/9/24	Criminal Subpoena	J 0403 CM 2023-361	Globe Regional Justice Court	State of Arizona	Waylon Ijacich	Vincent Barcon / Protected Information	None	2/24/24	Attempted				Rodriguez
2/26/24	Arrest Warrant	J0403TR2016001112	Globe Regional Justice Court	State of Arizona	Dixie Williams	Dixie Williams / 5900 N. Main St. Space #67 Globe, AZ 85501	MAILED/ 5900 N. Main St. Space #37 Globe, AZ 85501	2/26/24	Served			37	Curiel
2/23/24	Criminal Subpoena	J 0403 CM 2023-577	Globe Regional Justice Court	State of Arizona	Michael Manzanedo	Officer Quason Miller / 1100 E. South Street Globe, AZ 85501	Aubrey Lopez - Records Clerk / 1100 E. South Street Globe, AZ 85501	2/26/24	Served				Rodriguez
2/23/24	Criminal Subpoena	J 0403 TR 2023-299	Globe Regional Justice Court	State of Arizona	Floyd Cook Jr.	Officer Quason Miller / 1100 E. South Street Globe, AZ 85501	Aubrey Lopez - Records Clerk / 1100 E. South Street Globe, AZ 85501	2/26/24	Served				Rodriguez
2/23/24	Criminal Subpoena	J 0403 CM 2023-577	Globe Regional Justice Court	State of Arizona	Michael Manzanedo	Crystal Castaneda / Protected Information	Crystal Castaneda / Protected Information	2/26/24	Served				Rodriguez
2/23/24	Criminal Subpoena	J 0403 CM 2023-577	Globe Regional Justice Court	State of Arizona	Michael Manzanedo	Crystal Castaneda / Protected Information	Crystal Castaneda / Protected Information	2/26/24	Served				Rodriguez
2/26/24	Order of Protection	J0403PO2024000026	Globe Regional Justice Court	Protected Information	Carl Hillman	Carl Hillman / 4525 S. San Carlos Dr. Globe, AZ 85501	None	2/26/24	Attempted				Rodriguez
2/27/24	Arrest Warrant	J0403CR20163000580	Globe Regional Justice Court	State of Arizona	Dixie Williams	Dixie Williams / 5900 N. Main Street Space #37 Globe, AZ 85501	MAILED / 5900 N. Main Street Space #37 Globe, AZ 85501	2/27/24	Served			57	Curiel
2/27/24	Arrest Warrant	J0403CR20160000472	Globe Regional Justice Court	State of Arizona	Dixie Williams	Dixie Williams / 5900 N. Main Street Space #37 Globe, AZ 85501	MAILED / 5900 N. Main Street Space #37 Globe, AZ 85501	2/27/24	Served				Curiel
2/27/24	Arrest Warrant	J0403CR2016000575	Globe Regional Justice Court	State of Arizona	Dixie Williams	Dixie Williams / 5900 N. Main Street Space #37 Globe, AZ 85501	MAILED / 5900 N. Main Street Space #37 Globe, AZ 85501	2/27/24	Served				Curiel
2/27/24	Arrest Warrant	J0403CM2023000042	Globe Regional Justice Court	State of Arizona	Christopher Hammons	Christopher Hammons / 8958 S. Six Shooter Canyon Rd. #41 Globe, AZ 85501	MAILED/ 8958 S. Six Shooter Canyon Rd. #41 Globe, AZ 85501	2/27/24	Served				Curiel
2/16/24	Notice to Appear; Petition	JV 2024-00028	Gila County Superior Court	State of Arizona	Protected Information	Shellie Robinson / Protected Information	None	2/27/24	Attempted				Rodriguez
2/26/24	Order to Show Cause	J0403CM2024000026	Globe Regional Justice Court	State of Arizona	Dallas Jones	Dallas Jones / 5972 Calle DeLoma Miami, AZ 85539	None	2/27/24	Attempted				Rodriguez
2/26/24	Order of Protection	J0403PO2024000026	Globe Regional Justice Court	Protected Information	Carl Hillman	Carl Hillman / 4525 S. San Carlos Dr. Globe, AZ 85501	Carl Hillman / 4525 S. San Carlos Dr. Globe, AZ 85501	2/27/24	Served				Rodriguez
2/9/24	Criminal Subpoena	J 0403 CM 2023-526	Globe Regional Justice Court	State of Arizona	Linda Aguirre	Thomas Holden / Protected Information	None	2/27/24	Attempted				Rodriguez
2/29/24	Injunction Against Harassment	J0403PO2024000027	Globe Regional Justice Court	Protected Information	Richard Morton	Richard Morton / 950 W. Cypress Dr. Globe, AZ 85501	Richard Morton / 1100 E. Ash Street Globe, AZ 85501	2/29/24	Served			49	Mancha
2/28/24	Subpoena	J0403CT2024000193	Globe Regional Justice Court	State of Arizona	Rebecca Baker	Trooper K. Fane / 4439 US HWY 60 Claypool, AZ 85532	Srgt. Villa / 4439 US HWY 60 Claypool, AZ 85532	2/29/24	Served				Rodriguez
2/28/24	Subpoena	J0403CT2024000169	Globe Regional Justice Court	State of Arizona	Michael Stewart	Trooper D. Deatherage / 4439 US HWY 60 Claypool, AZ 85532	Srgt. Villa / 4439 US HWY 60 Claypool, AZ 85533	2/29/24	Served				Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

Total Cases Served/Attempted:	141
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Mileage Total: 731

[illegible]

GILA COUNTY TREASURER'S RECEIPT

GILA COUNTY, ARIZONA

DATE 3/5/2024

142196 MAR-53

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND General Fund FUND # _____

REMITTING AGENCY Globe Regional Constable Office #321

BILLING PERIOD February 2024

Account Code	Direct Deposit / Check #	Revenue Description	Amount
1005.321.3405.80	1175	Service Fees (NCOURT)	594.00
	5005168	Service Fees (Checks)	64.00
	1991630		82.00
	199823		82.00
	5029168		64.00
	5029166		64.00
	5029165		64.00
	5029167		64.00
	2127		48.00
	2019166		82.00
		Service Fees (Cash)	96.00
			<u>\$ 1,304.00</u>

Preparer Signature: Mary Jo. Curcio Title Constable, Clerk

Approved Signature: [Signature] Title Constable

SUMMARY OF DEPOSIT

Currency	96.00
Coins	
Checks	10 1208.00
Total	<u>\$ 1304.00</u>

20x4 = 80.00
 10x1 = 10.00
 1x6 = 6.00
96.00

TREASURER By Karen Salvo Date 3/5/2024

155412

ARF-8633

Consent Agenda Item 5. F.

Regular BOS Meeting

Meeting Date: 04/02/2024

Reporting Period: Payson Regional Constable's Report for February 2024

Submitted For: Tony McDaniel, Payson Regional Constable

Submitted By: Kimberly Rust, Constable Clerk

Information

Subject

Payson Regional Constable's report for February 2024.

Suggested Motion

Acknowledgment of the monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

February 2024

Steven Montgomery
Deputy Constable



Kimberly Rust
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

FEBRUARY 2024 MONTHLY REPORT

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

Steven Montgomery
Deputy Constable



Kimberly Rust
Constable Clerk

Office of
Payson Regional Constable
Tony McDaniel

March , 2024

Gila County Board of Supervisors
1400 East Ash St
Globe AZ 85501

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of February, the Payson Regional Constable's Office:

Received a total of 155 papers for service with 180 attempts.

Drove a total of 2296.1 miles.

Collected a total of \$ 2076.28 as follows:

Total Deposited:	\$2,076.28
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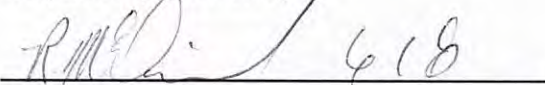
Less Refunds:	<u>\$72.00</u>
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Paid to General Fund:	\$2,004.28
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Additonal Funds from an IGA from the Town of Payson:	\$875.00
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Grand Total Paid to General Fund:	<u><u>\$2,879.28</u></u>
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Respectfully submitted,



Tony McDaniel
Payson Regional Constable
Gila County, Payson, Arizona

PAYSON REGIONAL CONSTABLE OFFICE
FEES COLLECTED
FEBRUARY 2023

DATE	RECEIVED FROM	PROCESS NUMBER	AMOUNT	CHECK / MO / CASH / NCOURT	RECEIPT NUMBER	REFUNDED
1/31/2024	Christina Barrett	2401PR099	\$77.20	Ncourt	669464	\$0.00
2/1/2024	AAA Landlord	2402PR004	\$48.00	Check	669465	\$8.00
2/1/2024	Matt Collins	2401PR064	\$40.00	Ncourt	669466	\$0.00
2/1/2024	Liddy Legal	2402PR009	\$40.00	Check	669467	\$0.00
2/1/2024	Dennis Omoto PLC	2402PR011	\$40.00	Check	669468	\$0.00
2/5/2024	Mitchell Culp	2402PR018	\$82.00	Cash	669469	\$0.00
2/5/2024	Michael Ferriera	2402PR022	\$77.20	Check	669470	\$0.00
2/6/2024	Roosevelt Lake Inn	2402PR023	\$105.44	Ncourt	669471	\$8.00
2/7/2024	Brent Stamper	2402PR029	\$56.00	Ncourt	669472	\$0.00
2/7/2024	Duane Wilson	2402PR034	\$64.16	Ncourt	669473	\$8.00
2/9/2024	Eduardo Zermeo	2402PR040	\$56.00	Cash	669474	\$0.00
2/9/2024	Provest	2402PR042	\$69.00	Check	669475	\$0.00
2/9/2024	Provest	2402PR043	\$69.00	Check	669476	\$0.00
2/9/2024	Liddy Legal	2402PR041	\$56.00	Check	669477	\$0.00
2/12/2024	Martha Ashworth	2402PR049	\$48.00	Check	669478	\$8.00
2/12/2024	Tevis Reich PLLC	2402PR050	\$64.00	Check	669479	\$24.00
2/12/2024	AAA Landlord	2402PR051	\$48.00	Check	669480	\$8.00
2/13/2024	DL Investigations	2402PR053	\$97.44	Check	669481	\$0.00
2/13/2024	VOIDED	None	N/A	N/A	669482	\$0.00
2/13/2024	Provest	2402PR055	\$64.00	Check	669483	\$0.00
2/16/2024	Regina Johnson	2402PR096	\$40.00	Ncourt	669484	\$0.00
2/20/2024	Megan Buchanan	2402PR098	\$56.00	Ncourt	669485	\$0.00
2/21/2024	GPS Servers	2401PR053	\$8.00	Check	669486	\$0.00
2/21/2024	Martha Ashworth	2402PR100	\$82.00	Check	669487	\$0.00
2/21/2024	Jordin Sanders	2402PR101				
2/21/2024	Liddy Legal	2402PR102	\$80.00	Ncourt	669488	\$0.00
2/21/2024	Liddy Legal	2402PR103	\$121.44	Check	669489	\$0.00
2/22/2024	Keanna Padilla	2402PR107	\$32.00	Ncourt	669490	\$0.00
2/22/2024	May Derise	2402PR116	\$56.00	Check	669491	\$0.00
2/22/2024	Provest	2402PR115	\$69.00	Check	669492	\$0.00
2/23/2024	Matt Collins	2402PR104	\$56.00	Ncourt	669493	\$0.00
2/23/2024	Eric Ward	2402PR122	\$69.20	Check	669494	\$0.00
2/26/2024	Returned to Client	2402PR124	N/A	Check	669495	\$0.00
2/27/2024	Clifford Potts	2402PR130	\$48.00	Check	669496	\$8.00
2/27/2024	DL Investigations	2402PR131	\$56.00	Check	669497	\$0.00
2/28/2024	Christina Barrett	2402PR132	\$61.20	Cash	669498	\$0.00
2/28/2024	DL Investigations	2402PR144	\$40.00	Check	669799	\$0.00

Total Amount Collected:			\$2,076.28			
Total Amount Refunded:			\$72.00			
Total Paid to General Fund:			\$2,004.28			

Constable Activity Log - Monthly



Constable: Tony McDaniel

Deputy: Steven Montgomery

County: Gila

Precinct: Pinal



Total Cases Served/Attempted:

180

Mileage Total: 2296.1

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
1/31/24	Subpoena	J0404CT20230026 64	Payson Regional Justice Court	State of Arizona	Kelsey Renae Cram	Trooper C. Cope / 201 N Colcord Rd Payson AZ 85541	Trooper C. Cope / Email	2/1/24	Served			112.0	McDaniel
1/31/24	Subpoena	J0404CT20240002 39	Payson Regional Justice Court	State of Arizona	Luis David Dotel	Trooper C. Cope / 201 N Colcord Rd Payson AZ 85541	Trooper C. Cope / Email	2/1/24	Served				McDaniel
1/31/24	Subpoena	J0404CT20230026 27	Payson Regional Justice Court	State of Arizona	Luis David Dotel	Trooper C. Cope / 201 N Colcord Rd Payson AZ 85541	Trooper C. Cope / Email	2/1/24	Served				McDaniel
1/31/24	Subpoena	CR2022411	Gila County Superior Court	State of Arizona	Clarivel Chavez Uribe	Officer S. Flynn / TAR Police Department	Officer S. Flynn / Email	2/1/24	Served				McDaniel
1/31/24	Child Custody Packet	DO202400012	Gila County Superior Court	Christina Elizabeth Barrett	Joshua Lee Gregory	Joshua Lee Gregory / 3184 N Pinewood Dr Pine AZ 85544	Joshua Lee Gregory / 3184 N Pinewood Dr Pine AZ 85544	2/1/24	Served				McDaniel
1/31/24	Criminal Subpoena	CR2022411	Gila County Superior Court	State of Arizona	Clarivel Chavez Uribe	Deputy Mark Highstreet / 108 W Main Street Payson AZ 85541	Deputy Highstreet / 108 W Main Street Payson AZ 85541	2/1/24	Served				McDaniel
1/31/24	Eviction Action Hearing	J0404CV20240000 44	Payson Regional Justice Court	Elizabeth Walton	Angel Beltran, Harley Cesena, and Any and All Occupants	Angel Beltran and Harley Cesena / 317 E Eidelweiss Cir Payson AZ 85541	Harley Cesena / 317 E Eidelweiss Cir Payson AZ 85541	2/1/24	Served				Montgomery
1/31/24	Subpoena	J0404CT20230024 91	Payson Regional Justice Court	State of Arizona	Joseph Michael Mayo	Deputy K. Vidrine / 108 W Main Street Payson AZ 85541	Deputy Vidring / Email & Office Box	2/1/24	Served				Montgomery
2/1/24	Order of Protection	J0404PO20240000 23	Payson Regional Justice Court	Arturo Rodriguez	Dustin Allen Leonard	Dustin Allen Leonard / 1302 N Beeline Hwy; Unit D Payson AZ 85541	Dustin Allen Leonard / 805 E Hwy Payson AZ 85541	2/1/24	Served				Montgomery
2/1/24	Summons and Complaint	S0300CV20240004 7	Coconino County Superior Court	RPT Aspen Place LP	Bret Allan DaCosta	Bret Allan DaCosta / 4042 N Cherry Lynn Dr Pine AZ 86644	None	2/1/24	Attempted				Montgomery
2/1/24	Summons and Complaint	S0300CV20240004 7	Coconino County Superior Court	RPT Aspen Place LP	Bret Allan DaCosta	Bret Allan DaCosta / 319 E Hwy 260 Payson AZ 85541	None	2/1/24	Attempted				Montgomery
2/1/24	Hearing Prior to Issuance Injunction Against Harassment	J0404PO20240000 22	Payson Regional Justice Court	Protected Information	Jacob Sopeland	Jacob Sopeland / 714 S Beeline HWY #200 Payson AZ 85541	Jacob Sopeland / 714 S Beeline HWY #200 Payson AZ 85541	2/2/24	Served			76.0	McDaniel
2/2/24	Subpoena	J0404CT20230026 26	Payson Regional Justice Court	State of Arizona	Radu Bota	Trooper C. Cope / 201 N Colcord Rd Payson AZ 85541	Trooper C. Cope / Email	2/2/24	Served				McDaniel
2/1/24	Letter	None	None	Daylee Brainard	Carole Omoto	Daylee Brainard / 1706 N Dogie Circle Payson AZ 85541	Daylee Brainard / 1706 N Dogie Circle Payson AZ 85541	2/2/24	Served				Montgomery
2/2/24	Minte Entry	P0400GC20190002 0	Gila County Superior Court	In RE The Matter Of The Guardianship and Conservatorship of : Mary Hasl	None	Jan Rachelle McMurren / 201 W Corral Dr Payson AZ 85541	Jan Rachelle McMurren / 201 W Corral Dr Payson AZ 85541	2/2/24	Served				Montgomery
2/2/24	Minte Entry	P0400GC20200004 3	Gila County Superior Court	In RE The Matter Of The Guardianship OF: Isaac Peralta, A Minor	None	Teresa Garcia / 801 E Frontier St; Unit 21 Payson AZ 85541	None	2/2/24	Attempted				Montgomery
2/2/24	Minte Entry	P0400GC20200004 3	Gila County Superior Court	In RE The Matter Of The Guardianship OF: Isaac Peralta, A Minor	None	Teresa Garcia / 801 E Frontier St; Unit 21 Payson AZ 85541	Teresa Garcia / 801 E Frontier St; Unit 21 Payson AZ 85541	2/2/24	Served				Montgomery
2/1/24	Summons and Complaint	S0300CV20240004 7	Coconino County Superior Court	RPT Aspen Place LP	Bret Allan DaCosta	Bret Allan DaCosta / 319 E Hwy 260 Payson AZ 85541	Bret Allan DaCosta / 319 E Hwy 260 Payson AZ 85541	2/2/24	Served				Montgomery
2/5/24	Writ of Restitution	2024CV34	Payson Regional Justice Court	Mitchell Culp	Andrew Culp	Andrew Culp / 279 E Springdale Dr Star Valley AZ 85541	Posted / 279 E Springdale Dr Star Valley AZ 85541	2/5/24	Served			116.0	McDaniel

Constable Activity Log - Monthly



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Total Cases Served/Attempted:		180	Mileage Total: 2296.1											
Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By	
1/30/24	Eviction Action Hearing	J0404CV2024000042	Payson Regional Justice Court	Ray McBurnett	Dave Keeney	Dave Keeney / 111 E Cedar St Payson AZ 85541	Dave Keeney / 111 E Cedar St Payson AZ 85541	2/5/24	Served				McDaniel	
2/2/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	2/5/24	Returned Unserved				McDaniel	
2/2/24	Hearing Prior to Issuance Injunction Against Harassment	J0404PO2024000025	Payson Regional Justice Court	Protected Information	Marissa Maryland	Marissa Maryland / 170 W Greenback Valley Rd #48 Tonto Basin AZ 85553	Marissa Maryland / 170 W Greenback Valley Rd #48 Tonto Basin AZ 85553	2/5/24	Served				McDaniel	
2/5/24	Summons & Complaint	S0400CV2024000028	Gila County Superior Court	Cooper State Credit Union	Hector Felix & Bertha Aguirre	Hector Felix & Bertha Aguirre / 207 N Whitting Dr Payson AZ 85541	Chris Ruelas / 207 N Whitting Dr Payson AZ 85541	2/5/24	Served				McDaniel	
2/5/24	Notice to Appear; Petition	JV2024000015	Gila County Superior Court	State of Arizona	Protected Information	Jennifer Powell / Protected Information	None	2/5/24	Attempted				McDaniel	
2/5/24	Notice to Appear; Petition	JV2024000015	Gila County Superior Court	State of Arizona	Protected Information	Jennifer Powell / 45994 HWY 188 Tonto Basin AZ 85553	Jennifer Powell / 45994 HWY 188 Tonto Basin AZ 85553	2/6/24	Served			200.4	McDaniel	
2/5/24	Notice to Appear; Petition	JV2024000016	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	2/6/24	Returned Unserved				McDaniel	
2/5/24	Notice to Appear; Petition	JV2024000016	Gila County Superior Court	State of Arizona	Protected Information	Marissa Cline/ Protected Information	None	2/6/24	Returned Unserved				McDaniel	
2/5/24	Divorce Packet	DO2024000016	Gila County Superior Court	Kristina Brown	Michael Ferriera	Michael Ferriera / 3608 N Hall Ln #B Pine AZ 85541	Michael Ferriera / 3608 N Hall Ln #B Pine AZ 85541	2/6/24	Served				McDaniel	
2/6/24	Subpoena	J0404CT20230002657	Payson Regional Justice Court	State of Arizona	Alexis Garcia	Deputy Vidrine / 108 W Main Street Payson AZ 85541	Deputy Vidrine / Email and Office Box	2/6/24	Served				McDaniel	
2/6/24	Summons Eviction Action	J0404CV2024000051	Payson Regional Justice Court	Roosevelt Lake Inn, LLC	Wanda Niles	Wanda Niles / 135 W Elmer Ln #109 Tonto Basin AZ 85553	Wanda Niles / 135 W Elmer Ln #109 Tonto Basin AZ 85553	2/6/24	Served				McDaniel	
2/6/24	Subpoena	J0404CT2024000008	Payson Regional Justice Court	State of Arizona	Robert Reynolds	Trooper C. Cope / 201 N Colcord Rd Payson AZ 85541	Trooper C. Cope / Email	2/7/24	Served			113.2	McDaniel	
2/7/24	Subpoena	M0444CT2024012020	Payson Magistrate Court	State of Arizona	Paul Sipler	Officer P. Evans / 303 N Beeline Hwy Payson AZ 85541	Payson PD Records / Email	2/7/24	Served				McDaniel	
2/7/24	Subpoena	J0404CT20230002603	Payson Regional Justice Court	State of Arizona	Sara Veljic	Trooper T. Harold / 201 N Colcord Rd Payson AZ 85541	Trooper T. Harold / Email	2/7/24	Served				McDaniel	
2/6/24	Notice	CP2304-004	None	Gila County Planning and Zoning	Patrice Louise Chambers	Patrice Louise Chambers / 249 N Greenback Dr Tonto Basin AZ 85553	Patrice Louise Chambers / 249 N Greenback Dr Tonto Basin AZ 85553	2/7/24	Served				Montgomery	
2/7/24	Child Custody Packet	DO202200184	Gila County Superior Court	Kerry Margaret Stamper	Brent Stamper	Kerry Margaret Stamper / 605 E Fir Cir. Payson AZ 85541	None	2/7/24	Attempted				McDaniel	
2/7/24	Child Custody Packet	DO202200184	Gila County Superior Court	Kerry Margaret Stamper	Brent Stamper	Kerry Margaret Stamper / 605 E Fir Cir. Payson AZ 85541	Kerry Margaret Stamper / 605 E Fir Cir. Payson AZ 85541	2/7/24	Served				McDaniel	
2/7/24	Subpoena	J0404CT20230002607	Payson Regional Justice Court	State of Arizona	Vanessa Rebecca Castillo	Trooper T. Harold / 201 N Colcord Payson AZ 85541	Trooper T. Harold / Email	2/7/24	Served				Montgomery	
2/7/24	Subpoena	2023 C M 8 2023 CM 9	Payson Regional Justice Court	State of Arizona	Joel Brownsma	Off. J McFarlin / 201 N Colcord Payson AZ 85541	Off. J McFarlin / Email	2/7/24	Served				McDaniel	

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Precinct: Pinal

Total Cases Served/Attempted: 180

Mileage Total: 2296.1

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
2/7/24	Subpoena	2023 C M 8 2023 CM 9	Payson Regional Justice Court	State of Arizona	Joel Browrsma	R. Peeples / Arizona Game & Fish	R. Peeples/ Email	2/7/24	Served				McDaniel
2/7/24	Subpoena	2023 C M 8 2023 CM 9	Payson Regional Justice Court	State of Arizona	Joel Browrsma	Off. S. Sheer / 201 N Colcord Payson AZ 85541	Off. S. Sheer / Email	2/7/24	Served				McDaniel
2/7/24	Eviction Action Hearing	J0404CV20240000 54	Payson Regional Justice Court	Duane Wilson	Dewayne Bisbee	Dewayne Bisbee / 963 N Deer Ck DR Payson AZ 85541	Jason Bisbee / 963 N Deer Ck DR Payson AZ 85541	2/8/24	Served			107.7	McDaniel
2/9/24	Subpoena	CR2022263	Gila County Superior Court	State of Arizona	Angelo Marco Lovato	Trooper Zickefoose / 201 N Colcord Payson AZ 85541	Trooper Zickefoose / Email	2/9/24	Served			58.1	McDaniel
2/9/24	Subpoena	CR2022263	Gila County Superior Court	State of Arizona	Angelo Marco Lovato	Off. K Anderson / 303 N Beeline Hwy Payson AZ 85541	None	2/9/24	Attempted				McDaniel
2/9/24	Subpoena	CR2022263	Gila County Superior Court	State of Arizona	Angelo Marco Lovato	Off. E. Dunston / 303 N Beeline Hwy Payson AZ 85541	PPD Records / Email	2/9/24	Served				McDaniel
2/9/24	Subpoena	CR2022263	Gila County Superior Court	State of Arizona	Angelo Marco Lovato	Trooper Kilbourne / 201 N Colcord Payson AZ 85541	Trooper Kilbourne / Email	2/9/24	Served				McDaniel
2/9/24	Subpoena	CR2022263	Gila County Superior Court	State of Arizona	Angelo Marco Lovato	Dep. Hightstreet / 108 W Main St Payson AZ 85541	Dep. Hightstreet / 108 W Main St Payson AZ 85541	2/9/24	Served				McDaniel
2/9/24	Divorce Packet	DO202400020	Gila County Superior Court	Eduardo Zermeno	Linibert Magana	Linibert Magana / 809 W Cherry St Payson AZ 85541	Linibert Magana / 1001 S Beeline Hwy Payson AZ 85541	2/9/24	Served				Montgomery
2/9/24	Subpoena	CR2022263	Gila County Superior Court	State of Arizona	Angelo Marco Lovato	Off. K Anderson / 303 N Beeline Hwy Payson AZ 85541	K Anderson / Protected	2/9/24	Served				McDaniel
2/9/24	Summons and Complaint	2024CV33	Payson Regional Justice Court	Jefferson Capital Systems LLC	Tiffany Nicole Ramirez	Tiffany Nicole Ramirez / 833 E Dealers Choice Ln Star Valley AZ 85541	None	2/9/24	Returned Unserved				Montgomery
2/9/24	Summons and Complaint	J0404CV000039	Payson Regional Justice Court	Citibank N.A.	Andrew Anthony Tampone	Andrew Anthony Tampone / 601 E Colcord Rd Payson AZ 85541	None	2/9/24	Returned Unserved				Montgomery
2/9/24	Subpoena	M0444CT2024012 037	Payson Magistrate Court	State of Arizona	Leonardo Lopez	Det Dunston / 303 N Beeline Hwy Payson AZ 85541	Payson PD Records / Email	2/9/24	Served				Montgomery
2/9/24	Subpoena	M0444CT2024012 023	Payson Magistrate Court	State of Arizona	George Michael Zaia	Off Bogatko / 303 N Beeline Hwy Payson AZ 85541	Payson PD Records / Email	2/9/24	Served				Montgomery
2/9/24	Subpoena	2012CR432	Payson Regional Justice Court	State of Arizona	Jesue Manuel Duran Munoz	Sgt T. Hensley / 1100 E South St: GCSO Jail Globe AZ 85501	Sgt T. Hensley / Email	2/9/24	Served				Montgomery
2/9/24	Divorce Packet	S0400DO20240001 7	Gila County Superior Court	Blake Koch	Julie Koch	Julie Koch / 705 E Arrowhead Ct Payson AZ 85541	None	2/9/24	Attempted				Montgomery
2/9/24	Divorce Packet	S0400DO20240001 7	Gila County Superior Court	Blake Koch	Julie Koch	Julie Koch / 705 E Arrowhead Ct Payson AZ 85541	None	2/9/24	Attempted				McDaniel
2/9/24	Divorce Packet	S0400DO20240001 7	Gila County Superior Court	Blake Koch	Julie Koch	Julie Koch / 705 E Arrowhead Ct Payson AZ 85541	Julie Koch / 705 E Arrowhead Ct Payson AZ 85541	2/12/24	Served			97.2	McDaniel
2/9/24	Subpoena	2012CR432	Payson Regional Justice Court	State of Arizona	Jesus Munoz	Protected Information	None	2/12/24	Attempted				McDaniel

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Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
2/9/24	Subpoena	2012CR432	Payson Regional Justice Court	State of Arizona	Jesus Munoz	Protected Information	None	2/12/24	Returned Unserved				McDaniel
2/9/24	Subpoena	2012CR432	Payson Regional Justice Court	State of Arizona	Jesus Munoz	Protected Information	None	2/12/24	Returned Unserved				McDaniel
2/12/24	Eviction Action Hearing	J0404CV2024000056	Payson Regional Justice Court	Martha Ashworth	Carrie Ingram	Carrie Ingram / 600 S Oak St #7 Payson AZ 85541	Carrie Ingram / 600 S Oak St #7 Payson AZ 85541	2/12/24	Served				McDaniel
2/12/24	Summons & Complaint	CV23-1080	Flagstaff Precinct Justice Court	Orthopedic Specialist Flagstaff Bone & Joint	Danny Killeen	Danny Killeen / 16 N Star Vale Dr #108 Star Valley AZ 85541	None	2/12/24	Returned Unserved				McDaniel
2/12/24	Eviction Action Hearing	J0404CV2024000061	Payson Regional Justice Court	Elizabeth Walton	Angel Beltran, Harley Cesena, and Any and All Occupants	Angel Beltran and Harley Cesena / 317 E Eidelweiss Cir Payson AZ 85541	Angel Beltran / Sherwood & Eidelweiss Payson AZ 85541	2/13/24	Served			223.7	McDaniel
2/13/24	Hearing Notice on Petition	PB2024-050127	Maricopa County Superior Court	In the Matter of Donna Oliver	None	Post & Photograph / 267 W Wade Schandley Dr Tonto Basin AZ 85553	Post & Photograph / 267 W Wade Schandley Dr Tonto Basin AZ 85553	2/13/24	Served				McDaniel
2/13/24	Direct Indictment; Notice of Supervening	CR2024007	Gila County Superior Court	State of Arizona	Marlon Lopez- Castro	Marlon Lopez - Castro / 714 S Beeline HWY Payson AZ 85541	Marlon Lopez - Castro / 714 S Beeline HWY Payson AZ 85541	2/13/24	Served				McDaniel
2/14/24	Subpoena	M0444CT2024012009	Payson Magistrate Court	State of Arizona	Jamaiya Patton	Officer Buzzard / 303 N Beeline HWY Payson AZ 85541	Payson PD Records / Email	2/14/24	Served			94.5	McDaniel
2/14/24	Criminal Subpoena	CR2022453	Gila County Superior Court	State of Arizona	Michael Schaffer	Officer Keith / 303 N Main St Payson AZ 85541	Payson PD Records / Email	2/14/24	Served				McDaniel
2/14/24	Criminal Subpoena	CR2023084	Gila County Superior Court	State of Arizona	Harley Saunders	Officer Keith / 303 N Main St Payson AZ 85541	Payson PD Records / Email	2/14/24	Served				McDaniel
2/14/24	Subpoena	J0404CT2024000072	Payson Regional Justice Court	State of Arizona	Samual Igwe Agube	Deputy Vidrine / 108 W Main Street Payson AZ 85541	Deputy Vidrine / Email and Office Box	2/14/24	Served				Montgomery
2/14/24	Criminal Subpoena	CR2022-453	Gila County Superior Court	State of Arizona	Michael Eugene Shaffer	Det Marchesseault / 108 W Main Street Payson AZ 85541	Det Marchesseault / 108 W Main Street Payson AZ 85541	2/14/24	Served				Montgomery
2/14/24	Criminal Subpoena	CR2022-453	Gila County Superior Court	State of Arizona	Michael Eugene Shaffer	Det Baltz / 108 W Main Street Payson AZ 85541	Det Baltz / 108 W Main Street Payson AZ 85541	2/14/24	Served				Montgomery
2/13/24	Zoning Violation	CP2312-001	None	Gila County Planning and Zoning	3 Plus 1 LLC	Bryan Bru / 3173 N Oak Ln Whispering Pines AZ 85541	Bryan Bru / 3173 N Oak Ln Whispering Pines AZ 85541	2/14/24	Served				McDaniel
2/14/24	Criminal Subpoena	CR2022453	Gila County Superior Court	State of Arizona	Michael Shaffer	Katherine Shaffer / Protected Information	Katherine Shaffer / Protected Information	2/14/24	Served				McDaniel
2/14/24	Criminal Subpoena	CR2023084	Gila County Superior Court	State of Arizona	Harley Randall Saunders	Tabitha Dawn Meyer / Protected Information	Tabitha Dawn Meyer / Protected Information	2/14/24	Served				Montgomery
2/13/24	Notice of Zoning Violation	CP2212-008	None	Gila County Planning and Zoning	Steven Andrew Giles	Steven Andrew Giles / 852 Tonto Creek Dr Gisela Payson AZ 85541	Steven Andrew Giles / 852 Tonto Creek Dr Gisela Payson AZ 85541	2/14/24	Served				Montgomery
2/14/24	Criminal Subpoena	CR2023084	Gila County Superior Court	State of Arizona	Harley Saunders	Jeremy Guyer / Protected Information	None	2/14/24	Attempted				Montgomery
2/14/24	Criminal Subpoena	CR2023084	Gila County Superior Court	State of Arizona	Harley Saunders	Jeremy Guyer / Protected Information	None	2/14/24	Returned Unserved				Montgomery

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Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
2/14/24	Criminal Subpoena	CR2023084	Gila County Superior Court	State of Arizona	Harley Randall Saunders	Scott Michael Moody / Protected Information	None	2/14/24	Attempted				Montgomery
2/14/24	Summons & Complaint	2024CV35	Payson Regional Justice Court	Jefferson Capital Systems LLC	Caleb Wood	Caleb Wood / 714 S Beeline HWY Payson AZ 85541	Caleb Wood / 714 S Beeline HWY Payson AZ 85541	2/14/24	Served				Montgomery
2/13/24	Order of Protection	J0905PO2024000034	Show Low Justice Court	Protected Information	George Ahumada	George Ahumada / 21 N Mily Way Star Valley AZ 85541	None	2/14/24	Attempted				McDaniel
2/13/24	Order of Protection	J0905PO2024000034	Show Low Justice Court	Protected Information	George Ahumada	George Ahumada / 21 N Mily Way Star Valley AZ 85541	None	2/14/24	Attempted				McDaniel
2/15/24	Subpoena	J0404CT2023002539	Payson Regional Justice Court	State of Arizona	Nathan Lebaron	Trooper Harold / 201 N Colcord Rd Payson AZ 85541	Trooper Harold / Email	2/15/24	Served			144.9	McDaniel
2/15/24	Subpoena	M0444CT2024012001	Payson Regional Justice Court	State of Arizona	Kathleen Barber	Officer Erickson / 303 N Beeline HWY Payson AZ 85541	Payson PD Records / Email	2/15/24	Served				McDaniel
2/14/24	Criminal Subpoena	CR2018257	Gila County Superior Court	State of Arizona	Ross Hanes	Officer Barr / 303 N Beeline HWY Payson AZ 85541	Payson PD Records / Email	2/15/24	Served				McDaniel
2/14/24	Criminal Subpoena	CCR2023126	Gila County Superior Court	State of Arizona	Ross Hanes	Officer Deschaaf / Email	Officer Deschaaf / Email	2/15/24	Served				McDaniel
2/14/24	Criminal Subpoena	CCR2023126	Gila County Superior Court	State of Arizona	Ross Hanes	Criminalist Cardwell / DPS Crimelab	Central Regional Crimelab / Email	2/15/24	Served				McDaniel
2/14/24	Criminal Subpoena	CR2023126	Gila County Superior Court	State of Arizona	Ross Michael Hanes	Det K. Baltz / 108 W Main St Payson AZ 85541	Det K. Baltz / Email and Office Box	2/15/24	Served				Montgomery
2/14/24	Criminal Subpoena	CR2023126	Gila County Superior Court	State of Arizona	Ross Michael Hanes	Sgt C. LaBonte / 108 W Main St Payson AZ 85541	Sgt C. Labonte / Email and Office Box	2/15/24	Served				Montgomery
2/14/24	Criminal Subpoena	CR2018257	Gila County Superior Court	State of Arizona	Ross Hanes	Taylor Mansoor / 112 W Cedar Ln Payson AZ 85541	Taylor Mansoor / 112 W Cedar Ln Payson AZ 85541	2/15/24	Served				McDaniel
2/14/24	Criminal Subpoena	CR2018257	Gila County Superior Court	State of Arizona	Ross Hanes	Brenda Newton / 112 W Cedar Ln Payson AZ 85541	Brenda Newton / 112 W Cedar Ln Payson AZ 85541	2/15/24	Served				McDaniel
2/14/24	Criminal Subpoena	CR2023084	Gila County Superior Court	State of Arizona	Harley Randall Saunders	Scott Michael Moody / Protected Information	Scott Michael Moody / Protected Information	2/15/24	Served				Montgomery
2/14/24	Criminal Subpoena	J0404CT2024000328	Payson Regional Justice Court	State of Arizona	Brynn Allen Boyd	Brynn Allen Boyd / 9924 W Coyote Dr Strawberry AZ 85544	Brynn Allen Boyd / 9924 W Coyote Dr Strawberry AZ 85544	2/15/24	Served				Montgomery
2/14/24	Letter	None	Payson Regional Justice Court	None	None	Circle K North / 606 N Beeline Hwy Payson AZ 85541	Candi Marley / 606 N Beeline Hwy Payson AZ 85541	2/15/24	Served				Montgomery
2/14/24	Letter	None	Payson Regional Justice Court	None	None	Debra Toot / 904 N Manzanita Dr Payson AZ 85541	Debra Toot / 904 N Manzanita Dr Payson AZ 85541	2/15/24	Served				Montgomery
2/14/24	Guardianship Papers	PB2024000360	Maricopa County Superior Court	None	Raidan Henderson	Skylar Miles Henderson / 208 E Aero Dr Payson AZ 85541	None	2/15/24	Attempted				Montgomery
2/14/24	Guardianship Papers	PB2024000360	Maricopa County Superior Court	None	Raidan Henderson	Skylar Miles Henderson / 208 E Aero Dr Payson AZ 85541	Angel Thompson / 714 S Beeline Hwy Payson AZ 85541	2/15/24	Served				Montgomery

Constable Activity Log - Monthly



Constable: Tony McDaniel

Deputy: Steven Montgomery

County: Gila

Precinct: Pinal



Total Cases Served/Attempted:		180	Mileage Total: 2296.1										
Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
2/14/24	Criminal Subpoena	CR2023126	Gila County Superior Court	State of Arizona	Ross Michael Hanes	Officer Beeson / Email	Officer Beeson / Email	2/15/24	Served				McDaniel
2/14/24	Criminal Subpoena	CR2023126	Gila County Superior Court	State of Arizona	Ross Michael Hanes	Seth Ruskin / AZ Crimelab	Seth Ruskin / Email	2/15/24	Served				McDaniel
2/15/24	Order of Protection	SO400PO202400010	Gila County Superior Court	Protected Information	James Fleming	James Fleming / 6112 W Hardscrabble Rd Pine AZ 85544	James Fleming / 6112 W Hardscrabble Rd Pine AZ 85544	2/15/24	Served				Montgomery
2/16/24	Subpoena	J0404CT2023001247	Payson Regional Justice Court	State of Arizona	Keyshawn Lamont Chavies	Sgt C Hiegel / 201 N Colcord Rd Payson AZ 85541	Sgt C. Hiegel AZDPS / Email	2/16/24	Served			95.8	Montgomery
2/16/24	Order of Protection	J0404PO2024000031	Payson Regional Justice Court	Cynthia Ann Ramos	Vanessa Renee Compton	Vanessa Renee Compton / 193 E Hanich Rd Tonto Basin AZ 85553	Vanessa Renee Compton / 193 E Hanich Rd Tonto Basin AZ 85553	2/16/24	Served				Montgomery
2/16/24	Subpoena	J0404CT2024000099	Payson Regional Justice Court	State of Arizona	Michael Richard Edwards Sr	Deputy Vidrine / 108 W Main Street Payson AZ 85541	Deputy Vidrine / Email and Office Box	2/16/24	Served				Montgomery
2/16/24	Notice to Appear; Petition	JV202400026	Gila County Superior Court	State of Arizona	Protected Information	Skyler & Emily Brice / Protected Information	Skyler Brice / Protected Information	2/16/24	Served				Montgomery
2/16/24	Notice to Appear; Petition	JV202400024	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	2/16/24	Attempted				Montgomery
2/16/24	Notice to Appear; Petition	JV202400024	Gila County Superior Court	State of Arizona	Protected Information	Nicole Allen / Protected Information	None	2/16/24	Attempted				Montgomery
2/16/24	Order to Show Cause	J0404TR2023000014	Payson Regional Justice Court	State of Arizona	Joshua Moon	Joshua Moon / 203 S Tonto St Payson AZ 85541	None	2/16/24	Attempted				Montgomery
2/16/24	Order to Show Cause	J0404TR2023000014	Payson Regional Justice Court	State of Arizona	Joshua Moon	Joshua Moon / 203 S Tonto St Payson AZ 85541	None	2/17/24	Returned Unserved				Montgomery
2/20/24	Order of Protection	SO400PO202400012	Gila County Superior Court	Protected Information	Christopher Becher	Christopher Becher / Rim Club Parkway & Rim Club Pass Payson AZ 85541	Christopher Becher / Rim Club Parkway & Rim Club Pass Payson AZ 85541	2/20/24	Served			65.8	McDaniel
2/16/24	Notice to Appear; Petition	JV202400024	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	2/20/24	Served				McDaniel
2/16/24	Notice to Appear; Petition	JV202400024	Gila County Superior Court	State of Arizona	Protected Information	Nicole Allen / Protected Information	Nicole Allen / Protected Information	2/20/24	Served				McDaniel
2/16/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/20/24	Attempted				McDaniel
2/16/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/20/24	Attempted				McDaniel
2/20/24	Divorce Packet	DO202400026	Gila County Superior Court	Megan Buchanan	Kyle Buchanan	Kyle Buchanan / 106 N Overland Cir Payson AZ 85541	Kyle Buchanan / 106 N Overland Cir Payson AZ 85541	2/20/24	Served				McDaniel
2/16/24	Order of Protection	M0750PO000071	Peoria Municipal Court	Protected Information	Tyler Whitley	Tyler Whitley / 712 N Ponderosa Cir Payson AZ 85541	None	2/20/24	Attempted				McDaniel
2/21/24	Writ of Restitution	2024CV56	Payson Regional Justice Court	Martha Ashworth	Carrie Ann Ingram	Carrie Ingram / 600 S Oak St #7 Payson AZ 85541	Carrie Ingram / 600 S Oak St #7 Payson AZ 85541	2/21/24	Served			108.1	Montgomery

Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Steven Montgomery

County: Gila

Precinct: Pinal



Total Cases Served/Attempted:

180

Mileage Total: 2296.1

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
2/16/24	Summons	M0444CM2024012035	Payson Magistrate Court	State of Arizona	Michael Lester	Michael Lester / 100 W Frontier St Payson AZ 85541	Michael Lester / 100 W Frontier St Payson AZ 85541	2/21/24	Served				McDaniel
2/16/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/21/24	Attempted				McDaniel
2/16/24	Summons	J0404CM2024000018	Payson Regional Justice Court	State of Arizona	Jerry Everidge	Jerry Everidge / 142 E HWY 260 Payson AZ 85541	Jerry Everidge / 142 E HWY 260 Payson AZ 85541	2/21/24	Served				McDaniel
2/16/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	2/21/24	Attempted				McDaniel
2/16/24	Summons	J0404CM2024000019	Payson Regional Justice Court	State of Arizona	Sherrie Barkley	Sherrie Barkley / 142 E HWY 260 Payson AZ 85541	Sherrie Barkley / 142 E HWY 260 Payson AZ 85541	2/21/24	Served				McDaniel
2/12/24	Order to Show Cause	J0404CM2023000101	Payson Regional Justice Court	State of Arizona	Michael Tucci	Michael Tucci / 196 S Mule Track Rd Young AZ 85554	None	2/21/24	Returned Unserved				McDaniel
2/21/24	Summons & Complaint	2024CV72	Payson Regional Justice Court	Protected Information	Christopher Becher	Christopher Becher / Protected Information	Chrisopher Becher / Protected Information	2/21/24	Served				McDaniel
2/21/24	Child Custody Packet	DO202400031	Gila County Superior Court	Protected Information	Christopher Becher	Christopher Becher / Protected Information	Chrisopher Becher / Protected Information	2/21/24	Served				McDaniel
2/21/24	Civil Standby	None	None	Civil Standby from 1305 to 1346 at protected address				2/21/21	Completed				McDaniel
2/21/24	Injunction Against Harassment	J0404PO2024000034	Payson Regional Justice Court	Skyler Brice	Andy Julius Miera Jr	Andy Julius Miera Jr / 232 S 12th Ave Phoenix AZ 85007	Andy Julius Miera Jr / 108 W Main Street Payson AZ 85541	2/21/24	Served				Montgomery
2/21/24	Divorce Packet	So400DO202400030	Gila County Superior Court	Sheri Hodge	Robert Raymond Hodge	Robert Raymond Hodge / 901 E Ox Box Circle Payson AZ 85541	None	2/21/24	Attempted				Montgomery
2/21/24	Divorce Packet	So400DO202400030	Gila County Superior Court	Sheri Hodge	Robert Raymond Hodge	Robert Raymond Hodge / 901 E Ox Box Circle Payson AZ 85541	Robert Raymond Hodge / 901 E Ox Box Circle Payson AZ 85541	2/21/24	Served				Montgomery
2/21/24	Summons & Complaint	CV2024050573	Maricopa County Superior Court	Raed Suleiman	Eric Drake	Eric Drake / 187 E El Vagumundo Tonto Basin AZ 85553	Eric Drake / 187 E El Vagumundo Tonto Basin AZ 85553	2/21/24	Returned Unserved				Montgomery
2/21/24	Divorce Packet	DO202400021	Gila County Superior Court	Dana Cartwright	Donika Williams	Donika Williams / 2010 N Beeline HWY Payson AZ 85541	None	2/21/24	Attempted				Montgomery
2/21/24	Divorce Packet	DO202400021	Gila County Superior Court	Dana Cartwright	Donika Williams	Donika Williams / 2010 N Beeline HWY Payson AZ 85541	Donika Williams / 2010 N Beeline HWY Payson AZ 85541	2/21/24	Served				Montgomery
2/22/24	Child Custody Packet	DO202000175	Gila County Superior Court	Erin Beebe	Keanna Silverwood	Erin Beebe / 108 W Main St Payson AZ 85541	Erin Beebe / 108 W Main St Payson AZ 85541	2/22/24	Served			47.2	Montgomery
2/22/24	Subpoena	2023CM23	Payson Regional Justice Court	State of Arizona	Peter David Nelson	Trooper A .Erickson / 201 N Colcord Rd Payson AZ 85541	Trooper A. Erickson / Email	2/22/24	Served				Montgomery
2/22/24	Subpoena	2023CM23	Payson Regional Justice Court	State of Arizona	Peter David Nelson	Trooper Killen / 201 N Colcord Rd Payson AZ 85541	Trooper Killen / Email	2/22/24	Served				Montgomery
2/22/24	Subpoena	2023CM23	Payson Regional Justice Court	State of Arizona	Peter David Nelson	Det E. Dunston / 303 N Beeline Hwy Payson AZ 85541	Payson PD Records / Email	2/22/24	Served				Montgomery

Constable Activity Log - Monthly



Constable: Tony McDaniel

Deputy: Steven Montgomery

County: Gila

Precinct: Pinal

Total Cases Served/Attempted:

180

Mileage Total: **2296.1**

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
2/22/24	Hearing Prior to Issuance Injunction Against Harassment	J0404PO2024000035	Payson Regional Justice Court	Patricia Clare Klecak	Gabrielle Lynn Fischer	Gabrielle Lynn Fischer / 135 W Elmer Ln Tonto Basin AZ 85553	Gabrielle Lynn Fischer / 714 S Beeline Hwy; Ste 200 Payson AZ 85541	2/22/24	Served				Montgomery
2/22/24	Subpoena	2023CM23	Payson Regional Justice Court	State of Arizona	Peter David Nelson	Wade Schaner / Protected Information	Wade Schaner / Email	2/22/24	Served				Montgomery
2/22/24	Subpoena	2023CM23	Payson Regional Justice Court	State of Arizona	Peter David Nelson	AZDPS Crime Lab / Phoenix AZ 85202	AZDPS Crime Lab / Email	2/22/24	Served				Montgomery
2/22/24	Notice to Appear; Petition	JV202400030	Gila County Superior Court	State of Arizona	Protected Information	Protected Information		2/22/24	Attempted				Montgomery
2/22/24	Subpoena	2023CM23	Payson Regional Justice Court	State of Arizona	Peter David Nelson	Protected Information	Wade Schaner / Email	2/22/24	Served				Montgomery
2/21/24	Subpoena	2023CM134	Payson Regional Justice Court	State of Arizona	Ricky Guerrero	Protected Information	Protected Information	2/23/24	Served			73.5	McDaniel
2/22/24	Subpoena	2023CM122	Payson Regional Justice Court	State of Arizona	Brett Ogren	Deputy Tatum / 108 W Main St Payson AZ 85541	GCSO Box & Email / 108 W Main St Payson AZ 85541	2/23/24	Served				McDaniel
2/22/24	Subpoena	2023CM122	Payson Regional Justice Court	State of Arizona	Brett Ogren	Deputy Creasy / 108 W Main St Payson AZ 85541	GCSO Box & Email / 108 W Main St Payson AZ 85541	2/23/24	Served				McDaniel
2/22/24	Notice to Appear; Petition	JV202400030	Gila County Superior Court	State of Arizona	Protected Information	Protected Information		2/23/24	Attempted				Montgomery
2/23/24	Guardianship Papers	GC202400005	Gila County Superior Court	Mary Ellen Derise	Michael Czechura	Michael Czechura / 807 W Longhorn Rd Payson AZ 85541	Michael Czechura / 807 W Longhorn Rd; Unit 307 Payson AZ 85541	2/23/24	Served				Montgomery
2/23/24	Order to Appear	DO202000175	Gila County Superior Court	Keanna E Padilla	Erin Jay Beebe	Erin Jay Beebe / 1302 N William Tell Cir Payson Az 85541	Erin Jay Beebe / 714 S Beeline Hwy; Ste 200 Payson AZ 85541	2/23/24	Served				Acceptance of Service signed by Kim Rust and Erin Beebe
2/22/24	Summons and Complaint	J0404CV2024000049	Payson Regional Justice Court	Midland Credit Management	Maciej Zalewski	Maciej Zalewski / 1006 S Butte Crest Cir Payson AZ 85541	Yolanda Zalewski / 1006 S Butte Crest Cir Payson AZ 85541	2/23/24	Served				Montgomery
2/23/24	Response To Petition To Establish Legal Decision making Parenting Time	DO202400031	Gila County Superior Court	Jordin Sanders	Christopher Becher	Jordin Sanders / 624 N Ponderosa Cir; Unit B Payson AZ 85541	Jordin Sanders / 624 N Ponderosa Cir; Unit B Payson AZ 85541	2/23/24	Served				Montgomery
2/23/24	Summons Eviction Action	2024CV74	Payson Regional Justice Court	Ronald Amato	Ronald Chovanec & Lori Long	Lori Long / 108 W Main St Payson AZ 85541	Lori Long / 108 W Main St Payson AZ 85541	2/23/24	Served				Montgomery
2/23/24	Notice	J0404CV2024000005	Payson Regional Justice Court	Noah Wells Taylor	Jason H Lofquist	Noah Wells Taylor / 181 N Deer Creek Dr; Deer Creek Payson AZ 85541	Joah Wells Taylor / 181 N Deer Creek Dr; Deer Creek Payson AZ 85541	2/23/24	Served				Montgomery
2/16/24	Order of Protection	M0750PO000071	Peoria Municipal Court	Protected Information	Tyler Whitley	Tyler Whitley / 714 S Beeline HWY Payson AZ 85541	Tyler Whitley / 714 S Beeline HWY Payson AZ 85541	2/26/24	Served			90.6	Hernandez
12/20/23	Order of Protection	M0759PO2023000076	El Mirage Municipal Court	Protected Information	Chase Wullbrandt	Chase Wullbrandt / 714 S Beeline HWY Payson AZ 85541	None	2/26/24	Attempted				McDaniel
2/23/24	Summons Eviction Action	2024CV74	Payson Regional Justice Court	Ronald Amato	Ronald Chovanec & Lori Long	Ronald Chovanec / Lot 40 Pine Valley Homesites Pine AZ 85544	Posted & Certified Mailed Lot 40 Pine Valley Homesites Pine AZ 85544	2/26/24	Served				McDaniel
2/27/24	Subpoena	J0404CT2023002539	Payson Regional Justice Court	State of Arizona	Nathan Lebaron	Trooper Harold / 201 N Colcord Rd Payson AZ 85541	Trooper Harold / Email	2/27/24	Served			212.9	McDaniel

Constable Activity Log - Monthly



Constable: Tony McDaniel

Deputy: Steven Montgomery

County: Gila

Precinct: Pinal

Total Cases Served/Attempted: 180

Mileage Total: 2296.1

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
2/27/24	Criminal Subpoena	CR2018257	Gila County Superior Court	State of Arizona	Ross Hanes	Officer Barr / 303 N Beeline HWY Payson AZ 85541	Payson PD Records / Email	2/27/24	Served				McDaniel
2/26/24	Injunction Against Harassment	J0404PO2024000036	Payson Regional Justice Court	Cindy Lee Dravillas	David Walters	David Walters / 9389 W Juniper Strawberry AZ 85544	None	2/28/24	Attempted			104.2	McDaniel
2/22/24	Notice to Appear; Petition	JV202400030	Gila County Superior Court	State of Arizona	Protected Information	Protected Information		2/28/24	Attempted				Montgomery
2/28/24	Criminal Subpoena	CR2020149	Gila County Superior Court	State of Arizona	Isaiah Alstad	Sgt Palmer / Tonto Apache Reservation	Sgt Palmer / Email	2/28/24	Email				McDaniel
2/28/24	Criminal Subpoena	CR2020149	Gila County Superior Court	State of Arizona	Isaiah Alstad	Sgt Njaa / Tonto Apache Reservation	Sgt Njaa / Email	2/28/24	Email				McDaniel
2/28/24	Criminal Subpoena	CR2020149	Gila County Superior Court	State of Arizona	Isaiah Alstad	Officer Flynn / Tonto Apache Reservation	Officer Flynn / Email	2/28/24	Email				McDaniel
2/28/24	Criminal Subpoena	CR2020149	Gila County Superior Court	State of Arizona	Isaiah Alstad	Officer Butler / Tonto Apache Reservation	Officer Butler / Email	2/28/24	Email				McDaniel
2/27/24	Criminal Subpoena	CR2018257	Gila County Superior Court	State of Arizona	Ross Michael Hanes	Brenda Newton / 112 W Cedar Ln Payson AZ 85541	Brenda Newton / 112 W Cedar Ln Payson AZ 85541	2/28/24	Served				McDaniel
2/27/24	Criminal Subpoena	CR2018257	Gila County Superior Court	State of Arizona	Ross Michael Hanes	Taylor Mansoor / 112 W Cedar Ln Payson AZ 85541	Taylor Mansoor / 112 W Cedar Ln Payson AZ 85541	2/28/24	Served				McDaniel
2/27/24	Divorce Packet	FN20240909429	Maricopa County Superior Court	Toney Hammer	Joseph Koller	Joseph Koller / 905 N Beeline Hwy; Four Seasons; Unit 41 Payson AZ 85541	Joseph Koller / 905 N Beeline Hwy Unit 41 Payson AZ 85541	2/28/24	Served				McDaniel
2/27/24	Summons Eviction Action	2024CV79	Payson Regional Justice Court	Clifford Edward Potts	Steven Deffenderfer	Steven Deffenderfer / 607 S Beeline Hwy; Cabin 1, Payson AZ 85541	Steven Deffenderfer / 607 S Beeline Hwy; Cabin 1, Payson AZ 85541	2/28/24	Served				McDaniel
2/28/24	Subpoena	J0404CT2024000241	Payson Regional Justice Court	State of Arizona	Steven J. Brown	Trooper C. Cope / 201 N Colcord Rd Payson AZ 85541	Trooper C. Cope / Email	2/28/24	Served				Montgomery
2/28/24	Criminal Subpoena	CR2022468	Gila County Superior Court	State of Arizona	Chad Hauk	Sgt Hansen / 303 N Beeline HWY Payson AZ 85541	Payson PD Records / Email	2/28/24	Served				Montgomery
2/28/24	Criminal Subpoena	CR2022468	Gila County Superior Court	State of Arizona	Chad Hauk	M. Farren / Email	M. Farren / Email	2/28/24	Served				Montgomery
2/28/24	Order of Protection	S0400PO202400012	Gila County Superior Court	Protected Information	Jami Schnack	Jami Schnack / 807 S Ponderosa St Payson AZ 85541	Jami Schnack / 807 S Ponderosa St Payson AZ 85541	2/28/24	Served				Montgomery
2/28/24	Criminal Subpoena	CR2020149	Gila County Superior Court	State of Arizona	Isaiah Stacy Alstad	Muriel Waterman / Protected Information	Muriel Waterman / Protected Information	2/28/24	Served				Montgomery
2/28/24	Subpoena	J0404CT2024000078	Payson Regional Justice Court	State of Arizona	Isaac Bierman	Trooper Killen / 201 N Colcord Rd Payson AZ 85541	Trooper Killen / Email	2/28/24	Served				Montgomery
2/28/24	Child Custody Packet	S0400DO202300153	Gila County Superior Court	Jennifer Gooden	Christopher Endlein	Jennifer Godden / 590 Colcord Rd Payson AZ 85541	Jennifer Godden / 590 Colcord Rd Payson AZ 85541	2/29/24	Served			154.3	McDaniel
2/28/24	Criminal Subpoena	CR2022468	Gila County Superior Court	State of Arizona	Chad Hauk	Autumn Green / Protected Information	Autumn Green / Protected Information	2/29/24	Served				McDaniel

Deputy: Steven Montgomery

Mileage Total:	2296.1
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Page 10 of 17

__Date__

ARF-8651

Consent Agenda Item 5. G.

Regular BOS Meeting

Meeting Date: 04/02/2024

Reporting Period: February 2024

Submitted For: Anita Escobedo, Clerk of the Superior Court

Submitted By: Anita Escobedo, Clerk of the Superior Court

Information

Subject

Clerk of the Superior Court Monthly Report for February 2024.

Suggested Motion

Acknowledgment of the February 2024 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

Clerk's Report February 2024

Clerk's Summary Report February 2024

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

- - - - -

**CLERK'S REPORT
FOR
FEBRUARY 2024**

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.


A handwritten signature in cursive script, reading "Anita Escobedo", written in black ink. The signature is positioned above a horizontal line.

ANITA ESCOBEDO
Clerk of the Superior Court
of Gila County, Arizona

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law, deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of February 2024.


ANITA ESCOBEDO
Clerk of the Superior Court
of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 11th day of March 2024.


ADRIEAN RUTLEDGE
Chief Deputy

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 3/13/2024 3:36:39 PM

Criteria : From Date : 2/1/2024 To Date :2/29/2024

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	\$150.00		(\$65.00)		\$85.00	\$0.00
		ZOVER	OVERPAYMENT FUND	\$30.00				\$30.00	\$0.00
			SubTotal:	\$180.00		(\$65.00)		\$115.00	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$79170.00			(\$20350.00)	\$58820.00	\$0.00
			SubTotal:	\$79170.00			(\$20350.00)	\$58820.00	\$0.00
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	\$50.00				\$50.00	\$0.00
			SubTotal:	\$50.00				\$50.00	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2081.71				\$2081.71	\$104.09
		ZEORP	ELECTED OFFICIALS RETIREMENT PLAN (EMPLOYERS CONTRIBUTIONS)	\$886.48				\$886.48	\$44.32
			SubTotal:	\$2968.19				\$2968.19	\$148.41
Agency Name : GILA COUNTY TREASURER									
ZCNTY	GILA COUNTY TREASURER	ZVCAF	\$9 VICTIMS RIGHTS PENALTY (37.6%)	\$14.52				\$14.52	\$0.73
		ZVRF	\$9 VICTIMS RIGHTS PENALTY (62.4%)	\$24.09				\$24.09	\$1.20
		ZCEF2	1% CLEAN ELECTIONS FUND	\$0.44				\$0.44	\$0.00
		ZOS2	2011 ADDTNL ASSMNT-CNTY TRSR	\$5.42				\$5.42	\$0.27
		ZOS1	2011 ADDTNL ASSMNT-STATE TRSR	\$43.32				\$43.32	\$2.17

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZVAPB	30% INTERSTATE COMPACT	\$117.00				\$117.00	\$5.85
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$625.65				\$625.65	\$0.00
		ZADPS	ADPS FORENSICS FUND (12-116.01K)	\$72.48				\$72.48	\$3.62
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$48.84				\$48.84	\$2.44
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$560.00				\$560.00	\$0.00
		ZALTF2	AZ LENGTHY TRIAL AND DIGITAL EVIDENCE FUND	\$390.69				\$390.69	\$19.53
		ZFEE	BASE FEES (GENERAL FUND)	\$4367.21				\$4367.21	\$218.36
		ZFINE	BASE FINES	\$1684.11				\$1684.11	\$84.21
		ZFORF	BOND FORFEITURES				\$20350.00	\$20350.00	\$1017.50
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$100.00				\$100.00	\$5.00
		ZCEF	CLEAN ELECTIONS FUND	\$147.30				\$147.30	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$95.00				\$95.00	\$4.75
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$5.00				\$5.00	\$0.25
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$35.36				\$35.36	\$1.77
		ZJDET	COUNTY JUV DETENTION	\$25.00				\$25.00	\$1.25
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2081.71				\$2081.71	\$104.09
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$771.48				\$771.48	\$38.57

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZDNAS	DNA STATE SURCHARGE	\$16.90				\$16.90	\$0.85
		ZDS2	DOCUMENT AND DIGITAL EVIDENCE STORAGE FUND	\$1050.69				\$1050.69	\$52.53
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$262.78				\$262.78	\$13.14
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$105.00				\$105.00	\$5.25
		ZDVSF2	DOMESTIC VIOLENCE SERVICE FUND	\$1258.30				\$1258.30	\$62.92
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$50.00				\$50.00	\$2.50
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$257.85				\$257.85	\$12.89
		ZFAR4	ENHANCED FARE DELINQUENCY	\$35.83				\$35.83	\$0.00
		ZFAR3	ENHANCED FARE SPECIAL COLLECTIONS	\$18.41				\$18.41	\$0.00
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$388.50				\$388.50	\$19.43
		ZWITN	EXPERT WITNESS FUND	\$660.00				\$660.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$57.23				\$57.23	\$2.86
		ZEXT	EXTRADITION REIMBURSEMENT	\$85.47				\$85.47	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$12.77				\$12.77	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$105.34				\$105.34	\$5.27
		ZCC	GEN JURIS CONCILIATION COURT	\$910.00				\$910.00	\$45.50
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$4756.00				\$4756.00	\$0.00

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$792.68				\$792.68	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$2378.01				\$2378.01	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1006.97				\$1006.97	\$50.35
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2579.46				\$2579.46	\$128.97
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$122.67				\$122.67	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$154.83				\$154.83	\$0.00
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$229.71				\$229.71	\$11.49
		ZOS3	OFFCR SAFETY EQUIP-CITY POLICE	\$4.07				\$4.07	\$0.20
		ZOS4	OFFCR SAFETY EQUIP-SHERIFF	\$17.60				\$17.60	\$0.88
		ZPP	PASSPORT APPLICATION FEES	\$1400.00				\$1400.00	\$70.00
		ZPOTE	PEACE OFFICER TRAINING EQUIPMENT FUND	\$1.54				\$1.54	\$0.08
		ZPCOF	PRISON CONSTRUCTION AND	\$90.00				\$90.00	\$4.50
		ZPBA	PROBATION FEE ADULT	\$10913.46		\$65.00		\$10978.46	\$548.92
		ZPUBZ	PUBLIC DEFENDER FEES	\$73.44				\$73.44	\$0.00
		ZRCF	RESOURCE CENTER FUND	\$176.50				\$176.50	\$8.83
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$70.00				\$70.00	\$3.50

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZTECH	TECHNICAL REGISTRATION FUND	\$15.44				\$15.44	\$0.77
		ZVAF	VICTIMS ASSISTANCE FUND	\$273.00				\$273.00	\$13.65
		ZVREA	VICTIMS RIGHTS ENFORCEMENT FUND	\$8.78				\$8.78	\$0.44
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$25.00				\$25.00	\$1.25
		ZGFDU	XTRA DUI ASSMT	\$7.63				\$7.63	\$0.38
		ZPRS9	ZPRS9	\$148.39				\$148.39	\$7.42
		SubTotal:		\$41734.87		\$65.00	\$20350.00	\$62149.87*	\$2586.33
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$8834.31				\$8834.31	\$0.00
		SubTotal:		\$8834.31				\$8834.31	\$0.00
		Grand Total:		\$132937.37		\$0.00	\$0.00	\$132937.37	\$2734.74
LESS:									
			BOND					58,820.00	
			RESTITUTION					8,834.31	
			D.A.R.E.					50.00	
			EORF					2,968.19	
			HOLD/OVERPYM					115.00	
								<u>62,149.87*</u>	

ARF-8641

Consent Agenda Item 5. H.

Regular BOS Meeting

Meeting Date: 04/02/2024

Reporting Period: Monthly Report for February 2024

Submitted For: Mary Navarro, Justice Court Operations Mgr.

Submitted By: Mary Navarro, Justice Court Operations Mgr.

Information

Subject

Globe Regional Justice of the Peace's Office monthly report for February 2024.

Suggested Motion

Acknowledgment of the February 2024 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

Monthly Report for 2024

February, 2024	AZTEC	CURRENT ACCOUNT	OLD ACCOUNT	TOTAL AMOUNT	5% FILL THE	ADJUSTED
	CODE	CODE	CODE	ALLOCATED	GAP SET ASIDE (This Column is Formulated)	BALANCE (This Column is Formulated)
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Automobile Theft Authority Fund	ZATA		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 106.95	\$ 5.35	\$ 101.60
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 25.10	\$ 1.26	\$ 23.84
Dangerous Plants, Pests, & Diseases Trust Fund	ZDPP		STATE	\$ -	\$ -	\$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 111.53	\$ 5.58	\$ 105.95
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 1,026.00	\$ -	\$ 1,026.00
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 474.54	\$ -	\$ 474.54
FARE Enhanced Special Collections Fee	ZFAR3		STATE	\$ 1,907.83	\$ -	\$ 1,907.83
FARE Enhancement Fee \$49.00	ZFAR4		STATE	\$ 1,478.80	\$ -	\$ 1,478.80
Game and Fish - Wildlife	ZGF		STATE	\$ 395.55	\$ 19.78	\$ 375.77
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 25.21	\$ 1.26	\$ 23.95
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 106.06	\$ 5.30	\$ 100.76
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 1,715.21	\$ 85.76	\$ 1,629.45
State Treasurer General Fund	ZSTAT		STATE	\$ -	\$ -	\$ -
Clean Elections Surcharge 1%	ZCEF2	893-2061 (Cnty for State)	STATE	\$ 98.65	\$ -	\$ 98.65
AZ DPS Forensics Fund	ZADPS	0872-2061		\$ 820.60	\$ 41.03	\$ 779.57
Alternative Dispute Resolution	ZADR	848-2061	T848-2061	\$ 36.30	\$ 1.82	\$ 34.48
Arson Detection Reward Fund 41-2167D	ZADRF	901-2061	T901-2061	\$ -	\$ -	\$ -
Disputed Credit Charge Fee	ZBAD			\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061		\$ 105.97	\$ 5.30	\$ 100.67
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30		\$ 5.57	\$ 0.28	\$ 5.29
\$5 Constable Training Fund	ZCECF	0915-2061		\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF	888-2061	T888-2061	\$ 1,606.53	\$ -	\$ 1,606.53
Justice Court Enhancement Fee	ZCTEF	4746.311-3400.15		\$ 840.00	\$ 42.00	\$ 798.00
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061	\$ 6,963.04	\$ 348.15	\$ 6,614.89
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 3,780.00	\$ 189.00	\$ 3,591.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	872-2061	T872-2061	\$ 132.74	\$ 6.64	\$ 126.10
DUI Abatement	ZDUIA	889-2061	T889-2061	\$ -	\$ -	\$ -
Elected Officials Retirement Fund 15.30%	ZEORF	801-2061	T801-2061	\$ 266.04	\$ 13.30	\$ 252.74
Elected Officials Retirement Plan 6.00%	ZEORP	0874-2061	T0874-2061	\$ 112.43	\$ 5.62	\$ 106.81
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 0.62	\$ 0.03	\$ 0.59
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4815	\$ 1,047.83	\$ 52.39	\$ 995.44
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 15,751.16	\$ 787.56	\$ 14,963.60
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,121.44	\$ 56.07	\$ 1,065.37
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 739.66	\$ 36.98	\$ 702.68
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 788.29	\$ -	\$ 788.29
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 120.69	\$ 6.03	\$ 114.66
Judicial Collection Enhancement \$13	ZJCS	840-2061	T840-2061	\$ 1,454.66	\$ -	\$ 1,454.66
Judicial Collection Enhancement %PC	ZJCSF	840-2061	T840-2061	\$ 311.38	\$ 15.57	\$ 295.81
Jail (Incarceration) Fees	ZJF	1005.300-442-3405.40	X10502442-4651	\$ 208.61	\$ -	\$ 208.61
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 49.88	\$ 2.49	\$ 47.39
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 2,068.43	\$ 103.42	\$ 1,965.01
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 1,378.93	\$ -	\$ 1,378.93
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ -	\$ -	\$ -
Law Enforcement Boating Safety Fund	ZLEAB	958-2061		\$ -	\$ -	\$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4815	\$ 215.49	\$ -	\$ 215.49
Medical Services Enhancement 13%	ZMSEF	813-2061	T813-2061	\$ 2,108.61	\$ 105.43	\$ 2,003.18
2011 Additional Assessment - State Treasurer	ZOS1	930-2061	T930-2061	\$ 1,616.39	\$ 80.82	\$ 1,535.57
2011 Additional Assessment - County Treasurer	ZOS2	931-2061	T931-2061	\$ 202.04	\$ 10.10	\$ 191.94
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T932-2061	\$ 100.85	\$ 5.04	\$ 95.81
Officer Safety Equipment - Sheriff (SHF)	ZOS4	933-2061	T933-2061	\$ 85.91	\$ 4.30	\$ 81.61
Officer Safety Equipment - DPS (DPS)	ZOS5	934-2061	T934-2061	\$ 578.10	\$ 28.91	\$ 549.19
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	936-2061	T936-2061	\$ -	\$ -	\$ -
Officer Safety - Registrar of Contractors (ROFC)	ZOS8	937-2061	T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment-Animal Control	ZOS10		T942-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13	938-2061	T938-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - County Attorney	ZOS14	953-2061	T953-2061	\$ 42.89	\$ 2.14	\$ 40.75
Arizona Department of Insurance (ADOI)	ZOS15	939-2061	T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16	940-2061	T940-2061	\$ -	\$ -	\$ -
Health and Human Services (HHS)	ZOS17	941-2061	T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18	942-2061	T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19	943-2061	T943-2061	\$ -	\$ -	\$ -
TriCity Fire Department (TRIFI)	ZOS20	944-2061	T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23	945-2061	T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24	946-2061	T946-2061	\$ -	\$ -	\$ -
Arizona Department of Liquor (ADL)	ZOS25	947-2061	T947-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Attorney General Office	ZOS26	959-2061		\$ -	\$ -	\$ -
Overpayment Forfeited/Non-Refundable Overpayment	ZOVF	1005.311.3510.10	X105-4831	\$ 127.37	\$ 6.37	\$ 121.00
Over Payment Refund	ZOVR			\$ -	\$ -	\$ -

Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 85.46	\$ 4.27	\$ 81.19
Prison Construction Fund	ZPCOF	908-2061	T908-2061	\$ 2,332.18	\$ 116.61	\$ 2,215.57
Peace Officer Train. Equip. Fund \$4	ZPOTE	0963-2061		\$ 655.85	\$ 32.79	\$ 623.06
Probation Surcharge 2006 (\$10.00)	ZPRS6	871-2061	T871-2061	\$ -	\$ -	\$ -
Probation Surcharge 2009 (\$20.00)	ZPRS9	871-2061	T871-2061	\$ -	\$ -	\$ -
Probation Surcharge \$5.00	ZPRSU	871-2061	T871-2061	\$ 4,150.75	\$ 207.54	\$ 3,943.21
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 661.38	\$ -	\$ 661.38
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ -	\$ -	\$ -
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ -	\$ -	\$ -
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-340-3510.10	X105-4264	\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug offenses)	ZTECH	0833-2061		\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF	814-2061	T814-2061	\$ -	\$ -	\$ -
Victims Compensation Assist. Fund \$9	ZVCAF	0954-2061		\$ 635.22	\$ 31.76	\$ 603.46
Victim Rights Enforcement Fund	ZVREA	0957-2061	T957-2061	\$ 391.36	\$ 19.57	\$ 371.79
Victim Rights Assessment Fund \$9	ZVRF	0847-2061		\$ 1,055.55	\$ 52.78	\$ 1,002.77
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (Miami Police Dept.)	ZSLMP		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (Globe City Police)	ZSLPC		CITY POLICE	\$ 310.84	\$ 15.54	\$ 295.30
TOTALS				\$ 62,538.47	\$ 2,561.94	\$ 59,976.53

TOTAL ADJUSTED BALANCE VERIFICATION \$ 59,976.53

TOTAL RESTITUTION RECEIVED \$ 906.22

TOTAL RECEIPTS THIS MONTH \$ 63,444.69

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
		\$ 7,248.49	ARIZONA STATE TREASURER
		\$ 55,289.98	GILA COUNTY TREASURER
		\$ 62,538.47	TOTAL DISTRIBUTIONS THIS MONTH

I, Jordan Reardon, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of February, 2024.


Justice of the Peace/Court Operations Manager

GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

For the Month of: February, 2024

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$ 3,716.00
RECEIVED DURING THE MONTH	\$ 1,755.00
DISBURSED DURING THE MONTH	\$ 2,661.00
BALANCE AT THE END OF THE MONTH	\$ 2,810.00


Mary Navarro


Justice of the Peace/Court Manager

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

ARF-8644

Consent Agenda Item 5. I.

Regular BOS Meeting

Meeting Date: 04/02/2024

Reporting Period: Human Resources Department Monthly Reports for January 2024

Submitted For: Erica Raymond, Human Resources Assistant Sr.

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Information

Subject

Human Resources Department Monthly Reports for January 2024.

Suggested Motion

Approval of the monthly activity reports submitted by the Human Resources Department for January 2024.

Attachments

HR Summary Report

01/02/24 Human Resources Report

01/09/24 Human Resources Report

01/16/24 Human Resources Report

01/23/24 Human Resources Report

01/30/24 Human Resources Report

Human Resources Action Items

Date

Feb-24

Apr-24

4 Jun-24

Aug-24

Oct-24

Dec-24

[illegible]

HUMAN RESOURCES ACTION ITEMS
JANUARY 2, 2024

DEPARTURES:

1. Sandra Mozley – Clerk of Superior Court – Accounting Clerk Specialist – 01/03/24 – General Fund – DOH 08/28/23

DEPARTMENTAL TRANSFERS:

2. Kayle Lathrop – Health and Community Services – From Director Community Services – To Public Health Equity Prevention Manager – 01/01/24 – From Various Funds – To Prescription Drug Overdose Prevention(.75/Health Equity Testing(.25) Funds – Replacing Stella Gore
3. Stella Gore – Health and Community Services – From Public Health Equity Prevention Manager – To Community Services Manager – 01/01/24 – From COSSAP(.75)/Health Equity Testing(.25) Funds – To Various Funds – Replacing Kayle Lathrop
4. Tiffiney Tarango – Treasurer’s Office – From Accountant – To Chief Deputy Treasurer – 01/01/24 – General Fund – Replacing Martha Gonzales
5. Veda Cota – Treasurer’s Office – From Treasurer Services Specialist – To Treasurer Services Supervisor – 01/01/24 – General Fund – Replacing Vise Palmer

OTHER ACTIONS:

6. Debra Blevins – Health and Community Services – From Health Administrative Manager – To Fiscal Manager – 01/01/24 – General Fund – Reclassification
7. James Lahti – Sheriff’s Office – From Acting Deputy Sgt. – To Patrol Commander Lt. – 01/02/24 – General Fund – Replacing Virgil Dodd
8. Walter Wiley – Sheriff’s Office – Detention Officer Sgt. – 12/06/23 – General Fund – Step increase
9. Derek Bartling – Sheriff’s Office – Detention Officer – 07/03/23 – General Fund – 2.5% Adjustment to Step Program
10. Nicholas Franco – Sheriff’s Office – Detention Officer – 01/06/24 – General Fund – Step increase
11. Bret McDaniel – Sheriff’s Office – Detention Officer Sgt. – 09/16/22 – General Fund – Step increase
12. Bret McDaniel – Sheriff’s Office – Detention Officer Sgt. – 07/03/23 – General Fund 2.5% Adjustment to Step Program
13. Bret McDaniel – Sheriff’s Office – Detention Officer Sgt. – 09/16/23 – General Fund – Step increase
14. Matthew Havey – Sheriff’s Office – From Acting Lieutenant – To Deputy Sheriff Sgt. – 01/02/24 – General Fund – End of special assignment
15. Matthew Havey – Sheriff’s Office – Deputy Sheriff Sgt. – 01/04/24 – General Fund – Step increase
16. Shawn Lowman – Sheriff’s Office – Detention Officer – 11/06/23 – General Fund - 2.5% Adjustment to Step Program
17. Jared Osborn – Sheriff’s Office – Detention Officer Lt. – 12/31/23 – General Fund – Extending temporary assignment an additional six months
18. Cindy Roberts – Sheriff’s Office – Detention Officer Lt. – 12/31/23 – General Fund – Extending temporary assignment an additional six months
19. Violeta Worthey – Sheriff’s Office – Detention Officer Lt. – 12/31/23 – General Fund – Extending temporary assignment an additional six months

REQUEST TO POST:

20. Treasurer’s Office – Treasurer Services Specialist – Vacated by Veda Cota

HUMAN RESOURCES ACTION ITEMS
JANUARY 9, 2024

DEPARTURES:

1. Stephanie Morris – Payson Justice Court – Justice Court Clerk – 12/26/23 – General Fund – DOH 10/23/23
2. Andrea Brusuelas – Globe Justice Court – Justice Court Clerk – 01/18/24 – General Fund – DOH 09/11/23

NEW HIRES:

3. Steve Neil – Health and Community Services – Environmental Health Specialist – 01/16/24 – General Fund – Replacing Jeff Nafziger
4. Laura De La Fuente – Health and Community Services – Community Health Specialist – 01/16/24 – Supplemental Nutrition Assistance Program Education Fund – Replacing Janice Chesser

END PROBATIONARY PERIOD:

5. Lacey Cline – Facilities and Land Management – Event Coordinator – 01/17/24 – General Fund
6. Bianca Arrellin – Facilities and Land Management – Event Coordinator – 01/31/24 – General Fund

OTHER ACTIONS:

7. Lisa Wilckens – Health and Community Services – From Fiscal Services Manager – To Fiscal Accountant – 01/01/24 – Various Funds – Reclassification
8. Estelle Belarde – Health and Community Services – From Housing Services Program Manager – To Housing Services Program Coordinator – 01/01/24 – Various Funds – Reclassification
9. Enrique Medina – Globe Justice Court – Judge Pro Tempore – 01/01/24 – General Fund – Salary increase per ARS 22-152(D)(2)
10. Reginald Winston – Globe Justice Court – Judge Pro Tempore – 01/01/24 – General Fund – Salary increase per ARS 22-152(D)(2)
11. Sherwood Johnston – Globe Justice Court – Judge Pro Tempore – 01/01/24 – General Fund – Salary increase per ARS 22-152(D)(2)
12. Charles Adornetto – Globe Justice Court – Judge Pro Tempore – 01/01/24 – General Fund – Salary increase per ARS 22-152(D)(2)
13. Francisco Sobampo – Globe Justice Court – Judge Pro Tempore – 01/01/24 – General Fund – Salary increase per ARS 22-152(D)(2)
14. John Martinez – Sheriff's Office – 911 Dispatcher – 01/16/24 – General Fund – Change in hire date from 01/02/24 to 01/16/24

REQUEST TO POST:

15. Community Development – Code Enforcement Specialist – FY24 position
16. Payson Justice Court – Justice Court Clerk – Vacated by Stephanie Morris

HUMAN RESOURCES ACTION ITEMS
JANUARY 16, 2024

DEPARTURES:

1. David Wolak – Superior Court – Judge Pro Tempore – 02/02/24 – General Fund – DOH 07/01/20
2. Raven Kitcheyan – Probation – Deputy Probation Officer I – 01/05/24 – Diversion Intake Fund – DOH 07/17/23
3. Megan Holley – County Attorney's Office – Legal Secretary Senior – 01/23/24 – General Fund – DOH 06/28/18

NEW HIRES:

4. Diana Kanon – Superior Court – Judge Pro Tempore – 02/05/24 – General Fund – Replacing David Wolak
5. Raymond Vinck – Facilities and Land Management – Building Maintenance Technician Senior – 01/16/24 – General Fund – Replacing Alex Cunningham
6. Daniel Dettleoff – Probation – Deputy Probation Officer I – 01/29/24 – General(.75)/Juvenile Intensive Probation Supervision(.25) Funds – Replacing Scott Sheffer
7. Jeremy Simko – Probation – Teen Center Coordinator – 01/29/24 – General Fund – Replacing Scott Thomas
8. Robert LeDuc – Public Works – Road Maintenance and Landfill Equipment Operator – 01/16/24 – Public Works Fund – Replacing Ashley Boyse
9. Ronald Woolwine – Public Works – Road Maintenance and Landfill Equipment Operator Senior – 01/16/24 – Recycling and Landfill Management Fund – Replacing Johnathan Gilkison

OTHER ACTIONS:

10. Donald Garvin – Payson Justice Court – Payson Justice of the Peace – 01/01/24 – General Fund – Salary increase per ARS 22-125
11. James Lahti – Sheriff's Office – Patrol Commander Lt. – 01/02/24 – General Fund – Continued Young Housing Allowance

HUMAN RESOURCES ACTION ITEMS
JANUARY 23, 2024

DEPARTURES:

1. Cody Crisp – Public Works – Professional Land Surveyor – 01/19/24 – Public Works Fund – DOH 04/10/23

NEW HIRES:

2. Justin Fletcher – Sheriff's Office – Detention Officer – 01/29/24 – General Fund – Replacing Clayton Huggins
3. Alexis Casillas – Recorder's Office – Deputy Recording Clerk – 02/12/24 – General Fund – Replacing Elizabeth Beltran
4. Brandy Moore – Recorder's Office – Deputy Recording Clerk – 01/29/24 – General Fund – Replacing Bonnie Wolff
5. Preston James – Public Works – Automotive Mechanic – 01/29/24 – Fleet Management Fund – Replacing Joshua Wampole
6. Jeremiah Johnson – Health and Community Services – Animal Control Officer – 01/29/24 – General Fund – Replacing Erich Kenney

DEPARTMENTAL TRANSFERS:

7. Kacey Heimer – Health and Community Services – From Community Health Specialist – To Administrative Assistant – 01/29/24 – From COSSAP Fund – To Homeless Coalition Fund – Replacing Richard Navarro

OTHER ACTIONS:

8. Daniel Dettloff – Probation – Deputy Probation Officer I – 01/29/24 – From General(.75)/Juvenile Intensive(.25) Funds – To Various Funds – Fund code change
9. Robert Deck – Probation – Deputy Probation Officer II – 01/29/24 – From Adult Intensive Probation Supervision Fund – To Adult Intensive Probation Supervision(.75/State Aid Enhancement(.25) Funds – Fund code change
10. Kassandra Navarro – Computer Services – From Health Desk Support Specialist – To IT Support Specialist – 01/29/24 – General Fund – Reclassification
11. Aaron Myers – Computer Services – From IT Security Specialist – To IT Support Specialist – 01/29/24 – General Fund – Reclassification

REQUEST TO POST:

12. Public Works – Deputy Director Public Works – Vacated by Steve Sanders
13. Public Works – Professional Land Surveyor – Vacated by Cody Crisp
14. Library District – IT Support Specialist – Vacated by Zackary Pearson

HUMAN RESOURCES ACTION ITEMS
JANUARY 30, 2024

DEPARTURES:

1. Erin Miller – Elections – Elections Assistant – 01/23/24 – General Fund – DOH 07/08/19
2. Dan McKeen – Globe Justice Court – Judge Pro Tempore – 01/05/24 – General Fund – DOH 09/18/23

END PROBATIONARY PERIOD:

3. Robert Johnston – County Attorney’s Office – Legal Secretary – 01/31/24 – General Fund

DEPARTMENTAL TRANSFERS:

4. Savannah Barajas – Health and Community Services – From Public Health Epidemiologist – To Public Health Emergency Preparedness Manager – 02/12/24 – PHEP Fund – Replacing Ryan Cluff
5. Zackary Pearson – From Library District – To Computer Services – IT Support Specialist – 02/12/24 – From Library Assistance Fund – To General Fund – Replacing Joseph Pacheco

OTHER ACTIONS:

6. Stephen Armstrong – Sheriff’s Office – From Acting Detention Sgt. – To Detention Officer – 01/18/24 – General Fund – End of temporary assignment

REQUEST TO POST:

7. Health and Community Services – Public Health Epidemiologist – Vacated by Savannah Barajas

ARF-8645

Consent Agenda Item 5. J.

Regular BOS Meeting

Meeting Date: 04/02/2024

Reporting Period: Human Resources Department Monthly Reports for February 2024

Submitted For: Erica Raymond, Human Resources Assistant Sr.

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Information

Subject

Human Resources Department Monthly Reports for February 2024.

Suggested Motion

Approval of the monthly activity reports submitted by the Human Resources Department for February 2024.

Attachments

HR Summary Report

02/06/24 Human Resources Report

02/13/24 Human Resources Report

02/20/24 Human Resources Report

02/27/24 Human Resources Report

Human Resources Action Items

Date

Feb-24

Apr-24

4 Jun-20

Aug-24

4 Oct-24

4 Dec-2

24

[illegible]

HUMAN RESOURCES ACTION ITEMS
FEBRUARY 6, 2024

DEPARTURES:

1. William Brittain – Facilities and Land Management – Construction Project Manager – 03/22/24 – General Fund – DOH 10/24/22
2. Teri Stacey – Assessor's Office – Property Appraiser 1 – 01/30/24 – General Fund – DOH 05/02/17
3. Catherine Levario – Public Works – Temporary Administrative Clerk Specialist – 01/30/24 – Waste Tire(.67)/Recycling and Landfill Management(.33) Funds – DOH 01/30/23
4. Joseph Herzog – Sheriff's Office – Detention Officer – 02/04/24 – General Fund – General Fund – DOH 02/27/23
5. Suzanne Parrack – Sheriff's Office – Accounting Clerk Specialist – 03/01/24 – General Fund – DOH 08/28/23

NEW HIRES:

6. Crystal Singleton – Elections – Elections Assistant – 02/12/24 – General Fund – Replacing Erin Miller
7. Lorrie Andrade – Sheriff's Office – Detention Officer – 02/12/24 – General Fund – Replacing Alyxx Hartman
8. Katelynn Wilbanks – Sheriff's Office – Detention Officer – 02/12/24 – General Fund – Replacing Courtney White
9. Carrie Nawrocki – Health and Community Services – Housing Services Administrator – 02/12/24 – Various Funds – Replacing Lillie Vega

TEMPORARY HIRES TO COUNTY SERVICES:

10. Nicholas McGill – Board of Supervisors – Temporary Worker – 02/12/24 – Constituent Services 3 Fund

END PROBATIONARY PERIOD:

11. Jolene Martinez – Health and Community Services – Dental Program Specialist – 01/17/24 – From Delta Dental Fund – To Community Health Grant Fund
12. Dianna Hoey – Sheriff's Office – Administrative Bureau Supervisor – 02/13/24 – General Fund

OTHER ACTIONS:

13. Kacey Heimer – Health and Community Services – Administrative Assistant – 01/29/24 – Homeless Coalition Fund – Change in overtime fund
14. Scott Thomas – Sheriff's Office – Deputy Sheriff – 11/30/23 – General Fund – Step increase
15. Jorge Gomez – Sheriff's Office – Deputy Sheriff – 11/30/23 – General Fund – Step increase
16. Brent Stamper – Sheriff's Office – Deputy Sheriff – 02/15/24 – General Fund – Step increase
17. Kip Vidrine – Sheriff's Office – Deputy Sheriff – 02/24/24 – General Fund – Step increase

REQUEST TO POST:

18. Clerk of Superior Court – Courtroom Clerk Technician – Vacated by Jennifer Kimes
19. Sheriff's Office – Accounting Clerk Specialist – Vacated by Suzanne Parrack
20. Facilities and Land Management – Construction Project Manager – Vacated by William Brittain
21. Assessor's Office – Field Data Technician – Vacated by Teri Stacey

HUMAN RESOURCES ACTION ITEMS
FEBRUARY 13, 2024

DEPARTURES:

1. Mayra Vera Rizo – Clerk of Superior Court – Courtroom Clerk Technician – 02/02/24 – General Fund – DOH 08/14/23
2. Jo Nelle Greenwalt – Administrative Services – Administrative Clerk Specialist – 04/08/24 – General Fund – DOH 11/16/83
3. John Glover – Public Works – Road Maintenance and Landfill Equipment Operator – 02/08/24 – Public Works Fund – DOH 11/06/23

NEW HIRES:

4. Julianne Patterson – Treasurer’s Office – Treasurer Services Specialist – 01/29/24 – General Fund – Replacing Veda Cota

DEPARTMENTAL TRANSFERS:

5. Ashley Pearson – From Clerk of Superior Court – To Finance – From Court Clerk – To Grant Analyst – 02/26/24 – General Fund – Replacing Maryn Belling

OTHER ACTIONS:

6. Mark Joerns – Superior Court – Bailiff – 02/12/24 – General Fund – Reclassification
7. Jolene Martinez – Health and Community Services – Dental Program Specialist – 12/18/23 – From Delta Dental Fund – To Community Health Grant Fund – Fund code change

REQUEST TO POST:

8. Public Fiduciary – Public Fiduciary Case Manager Specialist Senior – Vacated by Patricia Loos
9. Health and Community Services – Community Health Policy Analyst – Vacated by Danielle Dewees
10. Administrative Services – Administrative Clerk Specialist – Vacated by Jo Nelle Greenwalt
11. Public Works – Road Maintenance and Landfill Equipment Operator – Vacated by John Glover

HUMAN RESOURCES ACTION ITEMS
FEBRUARY 20, 2024

DEPARTURES:

1. Dana True – Health and Community Services – Accounting Clerk Senior – 02/02/24 – Various Funds – DOH 09/2/96
2. Len Stewart – Public Works – Road Maintenance and Landfill Equipment Operator – 02/05/24 – Public Works Fund – DOH 08/08/23

NEW HIRES:

3. Cassidy Phillips – Clerk of Superior Court – Court Clerk – 03/11/24 – General Fund – Replacing Mariyah Pizano
4. Jacob Ward – Sheriff's Office – Deputy Sheriff – 02/26/24 – General Fund – Replacing Douglass Bassler

END PROBATIONARY PERIOD:

5. Elle Swindell – Payson Justice Court – Justice Court Clerk – 09/13/23 – General Fund

DEPARTMENTAL TRANSFERS:

6. Roberta Reynoso – Clerk of Superior Court – From Courtroom Clerk Title IV-D – To Courtroom Technician – 02/26/24 – From IV-D Child Support Fund – To General Fund – Replacing Jennifer Kimes

OTHER ACTIONS:

7. Timothy Moore – Sheriff's Office – Detention Officer – 11/21/23 – General Fund – Step increase

REQUEST TO POST:

8. Clerk of Superior Court – Courtroom Title IV-D – Vacated by Roberta Reynoso

HUMAN RESOURCES ACTION ITEMS
FEBRUARY 27, 2024

DEPARTURES:

1. Patricia Loos – Public Fiduciary – Public Fiduciary Case Manager Specialist Senior – 02/16/24 – General Fund – DOH 02/08/16
2. Alexis Casillas – Recorder's Office – Deputy Recording Clerk – 02/23/24 – General Fund – DOH 02/12/24
3. Katelyn Wilbanks – Sheriff's Office – Detention Officer – 02/13/24 – General Fund – DOH 02/12/24
4. Gretchen Goslin – Sheriff's Office – Detention Officer(.48) – 02/28/24 – General Fund – DOH 03/01/21
5. Madeline Miciotto – Library District – Electronic Resources Librarian and ILS Administrator – 02/28/24 – Library Assistance Fund – DOH 05/09/22
6. Ricardo Otero – Public Works – Road Maintenance and Landfill Equipment Operator – 02/20/24 – Recycling and Landfill Management Fund – DOH 11/06/23
7. Timothy Branson II – Computer Services – IT Systems Administrator – 02/21/24 – General Fund – DOH 02/28/22
8. Larry Pontel – Probation – Deputy Probation Officer II – 03/12/24 – Juvenile Intensive Probation Supervision(.25)/Juvenile Standards Probation(.75) Funds – DOH 11/01/04

NEW HIRES:

9. Brittney Garcia – County Attorney's Office – Legal Secretary – 03/11/24 – General Fund – Replacing Megan Holley

TEMPORARY HIRES TO COUNTY SERVICES:

10. Joseph Day – Recorder's Office -Temporary Administrative Clerk – 02/19/24 – General Fund

END PROBATIONARY PERIOD:

11. Ryan Cluff – Health and Community Services – Assistant Environmental Engineer Manager – 02/20/24 – General Fund
12. Mackenzie Weaver – Public Works – Accountant – 03/11/24 – Public Works Fund
13. Alexander Kendrick – Public Works – Civil Engineer – 02/28/24 – Public Works Fund
14. William Sanders – Public Works – Engineering Technician – 01/03/24 – Public Works Fund
15. Joel McDaniel – Public Works – Public Works Roads Supervisor – 01/23/24 – Public Works Fund
16. Scott Sheffer – Probation – Deputy Probation Officer II – 03/27/24 – State Aid Enhancement Fund

DEPARTMENTAL TRANSFERS:

17. Jessica Carbajal – From Sheriff's Office – To Health and Community Services – From Civil Clerk – To Community Action Program Lead – 03/11/24 – From General Fund – To Various Funds – Replacing Elsa Bobier
18. Lacey Hamlett – Sheriff's Office – From Booking Clerk – To Detention Officer – 02/26/24 – General Fund – Replacing Amos Smith

REQUEST TO POST:

19. Public Works – Road Maintenance and Landfill Equipment Operator – Vacated by Ricardo Otero
20. Library District – Electronic Resources and Library Outreach Administrator – Vacated by Madeline Miciotto

HUMAN RESOURCES ACTION ITEMS

FEBRUARY 27, 2024

PAGE 2 OF 2

21. Computer Services – IT Support Technician – Vacated by Timothy Branson II
22. Sheriff's Office – Civil Clerk – Vacated by Jessica Carbajal

ARF-8672

Consent Agenda Item 5. K.

Regular BOS Meeting

Meeting Date: 04/02/2024

Reporting Period: February 20, 2024 Meeting Minutes

Submitted By:

Samantha Trimble, Deputy Clerk of the Board

Information

Subject

Board of Supervisors' February 20, 2024 Meeting Minutes.

Suggested Motion

Approval of the Board of Supervisors' February 20, 2024 meeting minutes.

Attachments

02-20-24 BOS meeting minutes

GILA COUNTY, ARIZONA

Date: February 20, 2024

STEPHEN CHRISTENSEN

Chairman

JAMES MENLOVE

Clerk of the Board

TIM R. HUMPHREY

Vice-Chairman

By: Samantha Trimble
Deputy Clerk

WOODY CLINE

Member

Gila County Courthouse
Globe, Arizona

PRESENT: Stephen Christensen, Chairman; Tim R. Humphrey, Vice-Chairman; and Woody Cline, Member

STAFF PRESENT: James Menlove, County Manager; Jefferson Dalton, Deputy County Attorney and Civil Bureau Chief; Jessica Scibelli, Senior Civil Deputy County Attorney; and Samantha Trimble, Deputy Clerk of the Board.

Item 1 - CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION:

The Board of Supervisors met in a Regular Meeting at 10:00 a.m. this date in the Board of Supervisors' hearing room. Maryn Belling led the Pledge of Allegiance, and Nick Montague delivered the invocation.

Item 2 - PRESENTATIONS:

A. Recognition of Gila County employees who have been employed for 5, 10, 15, 20, 25, 30, 35, and 40 years as of 2023. **(Erica Raymond)**

Erica Raymond, Human Resources Assistant Senior read aloud the names of the employees who received an award from the Board of Supervisors for their years of service to the County as follows:

5 YEARS OF SERVICE

Alcorn, Ryan	County Attorney	Carbajal, Candice	Sheriff
Anderson, Jamilyn	Health	Cervantes, Melissa	Facilities
Armstrong, Stephen	Sheriff	Dillman, Kenneth JR	Probation
Arrellin, Bianca	Facilities	Espinoza, Stacey	Library Districts
Avalos, Eric	Sheriff	Gayle, Daniel	Public Works
Belling, Maryn	Finance	Gillespie, Jessen	Sheriff
Boyse, Ashley	Public Works	Judd, Katie	Recorder
Holley, Megan	County Attorney	Levario, Ann Marie	Community Services
Mohr, Lacy	Clerk of the Court	Mojica, Dylan	Assessor

Morell-Stancil, Terri	Community Development	O'Rourke, Kimberly	Juvenile Detention
Phillips, Rebecca	Clerk of the Court	Pluimer, Randall	Community Development
Rocha, Destiny	Globe Justice Court	Rodriguez, Dan	Globe Constable
Sandoval, Chebel	Sheriff	Spalink, Charles	Facilities
Staten, Aimee	Finance	Whiting, Karen	Finance
Wolterbeek, Paul	Administrative Services		

10 YEARS OF SERVICE

Beauchamp, Bradley	County Attorney	Chaidez, Stephanie	Finance
Hill, Michael	Sheriff	Hurst, Betty	Finance
Irish, Daniel	Computer Services	Lowe, Daniel	Probation
McFarland, Steve	Public Works	Miller, Paul	County Attorney
Montano, Krystal	Finance	Ostrom, Janet	Community Services
Pfeiffer, Patricia	County Attorney	Rogers, Brian	Facilities
Rosales, Christian	County Attorney	Shepherd, John A	Sheriff
Taylor, Jeff	Public Works	Taylor, Rebecca	Facilities
Torres, Allison	Community Services	Warren, Scott	Public Works

15 YEARS OF SERVICE

Cova, Brenda	County Attorney	King, Lisa	County Attorney
McGroarty, Christopher	Sheriff	Nudson, Thor	Sheriff
McDaniel, Joel	Public Works	Rutherford, Nancy	Health

20 YEARS OF SERVICE

Belarde, Estelle	Community Services	Garrett, Christine J	Sheriff
Gooding, Athena	County Attorney	Guadiana, Rebecca	Superior Court
Hoffman, Yvette	Payson Justice Court	Horn, Paula	Health
Solberg Terry	Public Works	White, Sarah	Sheriff

25 YEARS OF SERVICE

Castenada, Cynthia	Clerk of the Court	Measeles, Roilene	Public Works
Trimble, LynnDee	Probation		

30 YEARS OF SERVICE

Baxley, Amelia	Sheriff	Bocardo-Homan, Juley	Human Resources
Castaneda, John	Heath	Guevara, Tammy	Health
Scott, Tim	Sheriff		

35 YEARS OF SERVICE

Hernandez, Sylvia	Probation		
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40 YEARS OF SERVICE

Greenwalt, Jo Nelle	Administrative Services		
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The Supervisors thanked Ms. Raymond and congratulated the awarded employees.

Item 3 - PUBLIC HEARINGS:

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously recessed as the Gila County Board of Supervisors and convened as the Gila County Flood Control District Board of Directors to address item 4A.

**A. (Motion to recess as the Gila County Board of Supervisors and convene as the Gila County Flood Control District Board of Directors.)
Information/Discussion/Action to approve the amended Gila County Floodplain Management Ordinance. (Motion to adjourn as the Gila County Flood Control District Board of Directors and reconvene as the Board of Supervisors.)**

Darde de Roulhac, Flood Control District Chief Engineer explained that the Federal Emergency Management Agency (FEMA) has produced new floodplain management guidelines requiring the County to amend its current Floodplain Management Ordinance (Ordinance). He stated that there has been one Board of Supervisors' Work Session to discuss the changes.

Supervisor Humphrey stated that he would like for the changes to be published on the County website for the public. Supervisor Cline stated that he would like to meet with Mr. de Roulhac to further discuss the Ordinance. Mr. de Roulhac explained further that the main Ordinance change is that the public cannot use Ordinance variances to rectify violations, and staff should not suggest it. Supervisor Cline stated, "Variances are very rare; I understand the statutes, and I don't agree. We have a lot of floodplains in Gila County, and I don't want to circumvent the policy and the statute, but the public should be informed of their options." Chairman Christensen stated that the County needs to work with its constituents to give them the best options to move forward.

Mr. de Roulhac explained that the process for abatements would be handled by the County's Hearing Officer. Jefferson Dalton, Deputy County Attorney and Civil Bureau Chief explained the difference between a legislative process and a judicial process for abatements.

Mr. de Roulhac stated that based on the directive of the Board of Directors of the Gila County Flood Control District during this meeting, the Board accepted all proposed changes except that under the definition of "Hardship" the word "difficulty" will be replaced with the word "hardship." The other change was to accept the proposed changes to Section 3.9 (B); however, all wording after "Such information must be provided to the Floodplain Administrator within thirty (30) days of such order," shall be removed except the last word in the paragraph, which is "or."

Chairman Christensen opened the public hearing. There were not any public comments, so he closed the public hearing and asked for a motion from the Board.

Vice-Chairman Humphrey made a motion to adopt the amended Gila County Floodplain Management Ordinance, which was seconded by Supervisor Cline. Chairman Christensen asked for the vote. Both Supervisors Humphrey and Christensen voted in favor of the motion, and Supervisor Woody against the motion. The vote passed 2 to 1.

Jessica Scibelli, Senior Civil Deputy County Attorney advised that Vice-Chairman Humphrey's motion should be clarified to include the changes to the Ordinance. Vice-Chairman Humphrey restated his motion to adopt the amended Gila County Floodplain Management Ordinance with the changes as discussed and agreed upon during the meeting, which was seconded by Supervisor Cline. Both Supervisors Humphrey and Christensen voted in favor of the motion, and Supervisor Woody against the motion. The vote passed 2 to 1. **(A copy of the ordinance is attached to these minutes and is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously adjourned as the Gila County Flood Control District Board of Directors and reconvened as the Gila County Board of Supervisors to address the remaining agenda items.

Item 4 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to receive a presentation by the Globe-Miami Chamber of Commerce (Chamber), and to approve or not approve paying the invoice submitted by the Chamber for 2024 in the amount of \$10,250, which is \$250 over the amount budgeted by the Board of Supervisors for FY 2024.

Maryn Belling, Finance Department Director stated that this item is being presented due to an increase of \$250 over the previously budgeted amount, so it requires Board approval. She introduced Angel Ruiz, Globe-Miami Regional Chamber of Commerce (GMRCC) Executive Director, and Phil Stewart, GMRCC Board member. Mr. Stewart showed the Board members the GMRCC website, which advertises Gila County through a direct hyperlink. Ms. Ruiz explained that the GMRCC hosts many local events, such as the Annual Poppy Fest and Apache Jii Day, which bring abundant revenue to the Globe-Miami area. Supervisor Cline asked Ms. Ruiz the reason for the fee increase, to which she replied that the fees have increased across the board. James Menlove, County Manager and Clerk of the Board stated that he feels this item should go forward as an economic development agreement as there is a direct benefit to the public and the County.

Ms. Scibelli advised that at the end of the vote, it should be noted that the Board determines this agreement to be for the benefit of the public.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously approved paying the invoice submitted by the GMRCC for FY 2024 in the amount of \$10,250, which the Board determines to be for the benefit of the public.

B. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 011224 - *Cost Allocation Plan Services and CFR (Federal) Cost Allocation Plan Services.*

Ms. Belling advised that the most recent Cost Allocation Plan preparation firm is no longer providing Cost Allocation Plan services. No vendors on Cooperative Purchasing Agreements provide Cost Allocation Plans as available contracted services. The Cost Allocation Plan is required to be a recipient of federal grant funds, so a new vendor for these services is required.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously authorized the advertisement of Request for Proposals No. 011224.

C. Information/Discussion/Action to approve the use of the State of Arizona Contract No. CTR059886 for the purchase of 16 laptop computers and 41 desktop computers from MicroAge in the amount of \$81,952.50 as part of the IT Department's computer replacement plan for FY24.

Carrie Bartling, Information Technology (IT) Department Director stated that to keep the County computer hardware up to date, the IT Department has identified 16 laptop computers and 41 desktop computers that need to be replaced. The funding for this purchase will come from the Capital Budget. Vice-Chairman Humphrey asked Ms. Bartling what happens to the old computers. She replied that they are donated to the schools. Vice-Chairman Humphrey asked legal counsel present if that was allowed, to which Ms. Scibelli replied that the Gift Clause, outlined in statute, does not apply to other governmental agencies.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously approved the use of State of Arizona Contract No. CTR059886, as presented.

D. Information/Discussion/Action to authorize an online public auction through Public Surplus on March 29, 2024, to sell surplus or obsolete County vehicles and equipment after the notice of the auction has been

published in the Arizona Silver Belt and the Payson Roundup newspapers thirty days before the auction date.

Ms. Belling explained that the County has various surplus vehicles that can be sold at auction. The vehicles listed for auction are located at the County's Star Valley impound lot. Vice-Chairman Humphrey asked if there was a way for the public to view the vehicles before bidding on them, to which Mark Highstreet, Gila County Deputy Sheriff Sergeant replied that he will add his contact information to the auction public notice. Chairman Christensen asked Ms. Belling about the disbursement of funds generated by the auction. Ms. Belling replied that it varies for each vehicle, but the funds will go back to the originating department which had the vehicle.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously authorized an online public auction through Public Surplus on March 29, 2024, to sell surplus or obsolete County vehicles and equipment, as presented.

E. Information/Discussion/Action, to approve, by unanimous consent of the Board and without a public auction, Intergovernmental Agreement No. 02162024 with the Superior Police Department, which authorizes the sale of three County vehicles for a total amount of \$750, of which these vehicles have been identified as surplus or obsolete County equipment.

Ms. Belling explained that there are three County-owned vehicles that the Superior Police Department has expressed an interest in purchasing. She added that the Police Department will use these vehicles for administrative and undercover operations, and the vehicles have been given a fair market value by the County Attorney's Office. Ms. Scibelli confirmed Ms. Belling's statement and said that the Board's vote must be unanimous to sell County-owned property without a public auction.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously approved Intergovernmental Agreement No. 02162024 with the Superior Police Department, as presented.

F. Information/Discussion/Action to approve Amendment No. 1 to a Funding Agreement (Contract No. 543-23) between the Arizona Department of Housing and the Gila County Public Health and Community Services Department to extend the contract to June 30, 2024, and increase the contract by an additional \$63,190.99 for a total contract amount of \$189,572.97 of Housing Trust Funds.

Joshua Beck, Public Health and Community Services Department Director advised that these funds are to be directed towards assisting homeless persons or to assist persons and families with transitional housing costs.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously approved Amendment No. 1 to the Arizona Department of Housing Funding Agreement (Contract No. 543-23), as presented.

Item 5 - CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval of Amendment No. 3 to Professional Services Contract No. 072120 with Policy Development Group to extend the term of the contract for one additional year, from January 5, 2024, to January 4, 2025, in a not-to-exceed amount of \$60,000 for professional lobbyist services.

B. Approval of Amendment No. 2 to Contract No. RFGA2022-002-02 with the Arizona Department of Health Services' Bureau of Women's and Children's Health in the amount of \$50,000.01 to continue the Youth Councils in Gila County until January 27, 2027.

C. Adoption of an Order designating polling places, the appointment of poll workers, and election board workers for the purpose of conducting the March 19, 2024, Presidential Preference Election. (A copy of the order is attached to these minutes and is permanently on file in the Board of Supervisors' Office.)

D. Approval of finance reports/demands/transfers for the reporting period of January 1, 2024, through January 31, 2024.

Approve demands and budget amendments for operating transfers. Warrant numbers 326728 through 326801, 326803 through 326924, 326926 through 327040, and 327042 through 32760 totaling \$5,416,001.15 for the period 01-01-2 through 01-31-24.

Pursuant to A.R.S. §11-217(D), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. **(A listing of issued warrants and voided warrants is permanently attached to these minutes.)**

E. Approval of the Board of Supervisors' February 6, 2024, meeting minutes.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously approved Consent Agenda items 5A through 5E.

Item 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.

Greg Barsness of Globe expressed a concern regarding election integrity, stating that he would like Gila County to do a hand count of ballots for the upcoming 2024 Presidential Preference Election.

Item 7 - At any time during this meeting pursuant to A.R.S. § 38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on the information presented.

County Manager James Menlove and each Supervisor provided a summary of current events.

Item 8 - WORK SESSION ITEMS:

A. Information/Discussion regarding the Pleasant Valley Veterans Retreat's draft policy - *Cost Schedule and Fees.*

Joseph Dickison, Facilities and Land Management Department Director advised that the Pleasant Valley Veterans Retreat (PVVR) needs to establish a cost and fee schedule. He presented the Board with a proposed policy that outlines proposed fees for the PVVR as follows:

ELIGIBILITY:

Facility rentals are available to active duty and all veterans of all eras. Eligible members are welcome to bring their immediate family. Immediate family is spouse, children, and parents.

Verification of eligibility: Providing official Department of Defense (DOD) documentation must be submitted.

A. Active, Reserve, Retired-Duty DOD Military ID B. MilitaryDD-214

FEES AND PAYMENTS:

Single Family Cabins is a flat rate of \$230.00. Multi-Room Barracks costs are \$58.00 per room. The Pleasant Valley Veterans Retreat offers a sliding-scale support program for qualified non-profit organizations directly supporting veterans. The program has four tiers of support, each with different qualifications.

1. Tier 4: Non-profits that support 1-5 qualified veterans and have a 501c3 qualification are eligible for a 25% relief.
2. Tier 3: Non-profits that support 6-10 qualified veterans and have a 501c3 qualifications are eligible for a 50% relief.
3. Tier 2: Non-profits that support 11-14 qualified veterans and have a 501c3 qualifications are eligible for a 75% relief.
4. Tier 1: Non-profits that support 15 or more qualified veterans and have a 501c3 qualification are eligible for an 85% relief.

Supervisor Cline stated, "I don't believe that we should charge our veterans. I want to clarify that this site can only be used for veterans. Veterans have already paid their price. This site was given to us, and we repurposed it. I would be fine if we did this by donation." Chairman Christensen agreed.

Cathy Melvin, Executive Assistant to Supervisor Cline stated that if the proposed prices were in effect last month when a large group of veterans stayed at the PVVR, it would have cost them over \$10,000. She stated, "The donations suggested by Mr. Cline have been tried, but were unsuccessful."

Mr. Menlove stated, "I agree that we are indebted to our veterans. Unfortunately, we have a fee schedule in place as we are a government entity, and that could be considered gifting." Ms. Scibelli advised that Jefferson Dalton has done extensive research regarding the Gift Clause, outlined in statute, and he has concluded that some sort of monetary system must be in place and the discount given to the veteran groups and visitors of the PVVR must somehow be made up.

Supervisor Cline stated, "If we absolutely have to (charge fees), then it must be very, very low because these people have already paid the price. If we turn people away for not being able to pay, then we will hear about it."

Chairman Christensen stated that the sliding scale needs to be eliminated. He added, "If we need to stay out of trouble and we must charge, then it needs to be extremely low. That way anyone can afford to go out and see the site."

Vice-Chairman Humphrey stated, "I support the PVVR, and I agree that charging our veterans is rough, but if our own government is telling us we have to, then that puts us in a really bad spot. I would like to have another work session with more dense information."

Chairman Christensen re-addressed agenda Item 6-*Call to the Public* due to an audience member, who did not get to speak.

Charlie Smith of California gave comments on various programs for veterans that could be of use to the PVVR.

With no further business to come before the Board of Supervisors, Chairman Christensen adjourned the meeting at 12:28 p.m.

APPROVED:

Stephen Christensen, Chairman

ATTEST:

James Menlove, Clerk of the Board