

PURSUANT TO A.R.S. § 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD A MEETING AT THE GILA COUNTY COURTHOUSE, BOARD OF SUPERVISORS' HEARING ROOM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). THE MEETING IS ALSO TELEVISED TO THE GILA COUNTY COMPLEX, BOARD OF SUPERVISORS' CONFERENCE ROOM, 610 E. HIGHWAY 260, PAYSON, ARIZONA.

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

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 October 5th Regular Meeting agenda by no later than 5 p.m. on Monday, October 4th, by emailing to the Clerk of the Board at [msheppard@gilacountyaz.gov](mailto:msheppard@gilacountyaz.gov) or calling 928-402-8757. Citizens may also submit written comments during the meeting through YouTube. Please include the meeting date, agenda item number, your name and residence address in the email.

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## **REGULAR MEETING - TUESDAY, OCTOBER 5, 2021 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
  
2. **PRESENTATIONS:**
  - A. Information/Discussion regarding an update on legislative activities from Policy Development Group. **(Todd Baughman)**
  
3. **REGULAR AGENDA ITEMS:**
  - A. Information/Discussion/Action to approve a Project Memorandum of Understanding between Gila County through the Gila County Sheriff's Office and Mutualink, Inc. for a Multimedia Interoperable Communications System. **(Mike Johnson)**

- B. Information/Discussion/Action to accept a FFY2022 grant award (Contract No. 2022-PTS-026) in the amount of \$25,000 from the Governor's Office of Highway Safety that will be used to support Sheriff's Office personnel services (overtime) and employee-related expenses for Selective Traffic Enforcement Program speed enforcement activities. **(Sarah White)**
- C. Information/Discussion/Action to approve the use of Arizona State Cooperative Purchasing Agreement No. ADSPO19-215755/CTR041845 for the purchase of two (2) new Global Navigation Satellite System survey units from Allen Instrument & Supplies in the amount of \$138,349.10. **(Steve Sanders)**
- D. Information/Discussion/Action to authorize the Chairman's signature to accept Quote No. 320556 v4 with IT Partners to replace the County's Dell environment with new Hewlett Packard server hardware and associated VMWare software licensing for a total cost of \$500,000. **(Michael Roybal)**
- E. Information/Discussion/Action to authorize the advertisement of Request for Sealed Proposals No. 09192021 - *American Rescue Plan Act 2021 (ARPA) Consultant* to administer ARPA funds. **(Maryn Belling)**
- F. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 091521 - *Sub-Grantee for Project Management (Workforce Development Crisis Emergency Cooperative Agreement Grant)*. **(Michael O'Driscoll)**
4. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

- A. Approval of FY 2022 Victims' Rights Program Award Agreement No. AG No. 2022-004 between the Gila County Attorney's Office and the Arizona Attorney General's Office in the amount of \$18,122 to cover the existing salary and employee-related expenses for a full-time advocate for the period July 1, 2021, through June 30, 2022.
- B. Approval to renew the Caterpillar Financial contract for a used 621G Auger Scraper S/N DBB00293 and make the third payment of \$90,345.15 in October 2021.
- C. Approval of a Customer Purchase Agreement in the amount of \$49,453.94 between Gila County and Agile Fleet, Inc. to continue using Agile FleetCommander software and services under Sourcewell Contract No. 020221-AAC for another year, through October 31, 2022.
- D. Appointment of the following Libertarian Party Precinct Committeeman in Gila County: Cathryn Stokes Ullery-Pine-Strawberry East Precinct.
- E. Approval to appoint Gordon Gartner to the Public Safety Personnel Retirement System (PSPRS) Local Board of Directors for the term which ends on December 31, 2024.
- F. Approval recommendation to be submitted to the Arizona Department of Liquor Licenses and Control regarding James David Haviland's (51%) and Jeremy Hans Stensland's (49%) Acquisition of Control Application (Gila County No. LL-21-07) for a Series 12 restaurant license at Creekside Steakhouse & Tavern, 1520 E. Christopher Creek Loop, Christopher Creek, Arizona.

- G. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 302-17-351A to Michael Armstead (Beaver Land LLC).
  - H. Approval of the Board of Supervisors' September 7, 2021, and September 21, 2021, meeting minutes.
  - I. Acknowledgment of the August 2021 monthly activity report submitted by the Globe Regional Constable's Office.
  - J. Acknowledgment of the August 2021 monthly activity report submitted by Payson Regional Constable's Office.
  - K. Acknowledgment of the August 2021 monthly activity report submitted by the Clerk of the Superior Court's Office.
  - L. Acknowledgment of the August 2021 monthly activity report submitted by the Recorder's Office.
  - M. Acknowledgment of the August 2021 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
  - N. Acknowledgment of the August 2021 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
5. **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.

6. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on 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-6861**

**Presentation 2. A.**

**Regular BOS Meeting**

Meeting Date: 10/05/2021

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Update on Recent Legislative Activities from Policy Development Group

Background Information

On January 5, 2021, the Board of Supervisors awarded Professional Services Contract No. 072120 to Policy Development Group (PDG) for a period of one year with the option to renew the contract for three one-year periods.

On January 8, 2021, the Policy Development Group (PDG) met with the Board of Supervisors to establish Gila County's legislative priorities for the upcoming legislative session.

Evaluation

PDG provides legislative advocacy at the local and state level for programs, projects, and legislation that is of interest and affects Gila County such as cost shifts, water, forest issues, and broadband.

It is important for the Board to receive a report from PDG on recent legislative activities.

Conclusion

The Board would benefit from receiving a report from PDG, which provides legislative advocacy for Gila County at the local and state level.

Recommendation

N/A

Suggested Motion

Information/Discussion regarding an update on legislative activities from Policy Development Group. **(Todd Baughman)**

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Attachments

Presentation-Policy Development Group 10-5-21

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**GILA COUNTY 2021  
LEGISLATIVE ACTIVITIES**



# 2021 LEGISLATIVE RECAP

- Covid mitigation
- Federal stimulus / CARES Act
- Sports betting
- Forest health
- Infrastructure
- Tax cuts
- Budget

## BILLS OF INTEREST

- HB2700 County officers; Salaries; Increase
- HB2714 Environmental Technology; Biomass; Forestry Products
- SI604 Remote dispensing pharmacies; Rural hospitals
- HB2454 Telehealth; Health care providers; Requirements
- SBI763: Small Businesses; Alternate income tax
- SBI485: Early voting list; Eligibility

## BUDGET OUTCOME

- \$5 million for Heritage Fund
- Broadband
- HURF
- Rural County Interoperability System
- ADOR Cost Shift Repeal
- \$700 K -SR 88 study –vegetation study and design report
- \$1.2 M –Improvements to the Hill Street Corridor in Globe

# GILA COUNTY ENGAGEMENT

- County Supervisors and staff with legislative representatives and Leadership
- County Supervisors Association, AACO and other advocacy organizations
- Governor's staff
- Arizona Forestry Department, ADOT and other agencies
- House Ways and Means Committee regarding tax fluctuations in some municipalities
- Rural schools coalition regarding funding gaps
- SRP regarding potential forest thinning projects

## 2021 SPECIAL SESSION

- Engagement with Legislators, legislative staff and Gila County staff regarding emergency funding for Telegraph and Mescal Fires
- \$100 million for statewide fire/forest health efforts
- \$4.33 million (so far) for Gila County starting 06/16/21
  - Globe: \$291k
  - Miami: 188K

Follow up with Governor's Staff/Press

Potential future visit by Governor/staff

# 2022 LEGISLATIVE OUTLOOK

- Gov. Ducey's final session
- Ongoing federal stimulus allocations
- Budget outlook
- Other issues

# 2022 GILA COUNTY OUTLOOK

- Forest Health
- Rural Schools Funding
- Broadband
- Legislative and Federal Redistricting
- Federal Stimulus
- Transportation Projects

# QUESTIONS AND DISCUSSION



**ARF-6901**

**Regular Agenda Item 3. A.**

**Regular BOS Meeting**

Meeting Date: 10/05/2021

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

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Information

Request/Subject

Project Memorandum of Understanding between Gila County through the Gila County Sheriff's Office and Mutualink, Inc. for a Multimedia Interoperable Communications System.

Background Information

Every organization has private communication systems administered within the agency for security purposes, limiting access to internal personnel. In addition, these systems are necessarily isolated from similar systems in other agencies due to the need to securely control access to the systems and data within. These isolated systems are referred to as "silos".

Evaluation

Mutualink's patented interoperability solution enables organizations to share any media over any network using any device, thereby creating a temporary bridge across silos, as needed.

Conclusion

The Gila County Sheriff's Office will enter into a pilot project with Mutualink, Inc. to provide a Multimedia Interoperable Communications System.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the Project Memorandum of Understanding between Gila County through the Gila County Sheriff's Office and Mutualink, Inc. to provide a Multimedia Interoperable Communications System.

Suggested Motion

Information/Discussion/Action to approve a Project Memorandum of Understanding between Gila County through the Gila County Sheriff's Office and Mutualink, Inc. for a Multimedia Interoperable Communications System. **(Mike Johnson)**

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Attachments

Project Memorandum of Understanding

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## PROJECT MEMORANDUM OF UNDERSTANDING

**Project:** Multimedia Interoperable Communications System  
**Issued by:** Mutualink, Inc. ("Mutualink")  
**Issued to:** Gila County Sheriff's Office ("Sheriff's Office")  
**Date:** September 1, 2021

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This Memorandum of Understanding ("MOU") is issued at the request and for the benefit of the County Agency above and shall be binding upon Mutualink as to the obligations and representations stated herein.

1. **Scope and Purpose:** The subject project is intended to enable real time multimedia interoperable communications by and among County public safety and emergency response entities (the "Pilot Project").
2. **Funding and Applicable Contract.** The Pilot Project is to be funded by the State ("State Funding"). The terms and conditions of purchasing and licensing shall be controlled by the Mutualink's U.S. GSA Schedule 70 Contract - No. GS-35F-0006W unless the Sheriff's Office and Mutualink agree to utilize another contract vehicle (in either case, the "Pilot Project Agreement").
3. **Applicable Terms.** Notwithstanding any other provision of the Pilot Contract, the following terms apply.
  - (a) **Paid Acquisition, Installation and Training Cost.** The acquisition cost of the Mutualink System equipment as described in the site Statement of Work ("SOW") under the Pilot Project Agreement, the associated installation costs, and training shall be included and no additional sums shall be due and owing by the Sheriff's Office or Gila County (the "County"). The Agency has no obligation now or in the future to pay additional monies for such equipment, installation or training.
  - (b) **Paid-Up Licenses, Maintenance and Network Access.** The cost of software licenses as specified under the Project Agreement and reflected on the final SOW and the associated maintenance is fully paid-up for the term specified in the SOW (the "Term"). No additional software maintenance and interoperable network access fees are due during the applicable Term.
  - (c) **Insurance & Indemnification.** Mutualink agrees to indemnify and hold harmless the Sheriff's Office and County, and their respective officers and employees, from and against any and all losses arising out of the misconduct or negligence of Mutualink or any of its employees and agents in the performance of services under the Pilot Project Agreement and shall maintain not less than \$2 Million of general

commercial liability insurance coverage naming the Sheriff's Office and County as additional insured parties during the term.

- (d) **No obligation to Extend or Renew.** Neither the Sheriff's Office nor County shall have any obligation to extend or renew software maintenance and access services after the paid-up Term and may elect in its sole and absolute discretion to terminate the use of Mutualink.
- (e) **Unrestricted Usage.** The Sheriff's Office may use the Mutualink system to communicate and collaborate with any Mutualink network customer entity for any official agency purpose, and the deployment of systems to partner or agencies or entities are permitted for such purposes.

4. **Binding Effect.** This Memorandum shall have binding effect upon Mutualink as to the undertaking and assurances made herein.

**IN WITNESS WHEREOF,** Mutualink, Inc. did execute and deliver this Memorandum of Understanding to and for the benefit of the Agency and City names above as of the date first written above.

MUTUALINK, INC.

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

Joseph Mazarella  
President & COO

GILA COUNTY BOARD OF SUPERVISORS

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

Tim R. Humphrey  
Chairman

GILA COUNTY SHERIFF'S OFFICE

By: J. Adam Shepherd 9-17-21

J. Adam Shepherd  
Sheriff

GILA COUNTY ATTORNEY'S OFFICE

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

**ARF-6900**

**Regular Agenda Item 3. B.**

**Regular BOS Meeting**

Meeting Date: 10/05/2021

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: FY2022 Budgeted?: Yes

Contract Dates October 1, 2021 Grant?: Yes

Begin & End: through September 30,  
2022

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Governor's Office of Highway Safety FFY (federal fiscal year) 2022 STEP (Selective Traffic Enforcement Program) Contract No. 2022-PTS-026 to support Sheriff's Office speed enforcement activities.

Background Information

On March 11, 2021, the Gila County Sheriff's Office electronically submitted the FFY 2022 Governor's Office of Highway Safety (GOHS) Speed Enforcement Overtime Grant Application. On September 21, 2021, the Gila County Board of Supervisors authorized the Sheriff's Office electronic submission of the grant application to GOHS in the amount of \$28,140. Of that amount, \$20,100 is personnel and \$8,040 is ERE (employee-related expenses) to enhance speed enforcement throughout Gila County.

Evaluation

The Gila County Sheriff's Office was awarded FFY 2022 GOHS Contract No. 2022-PTS-026 in the amount of \$25,000 of which \$17,857 is for overtime salary and \$7,143 is for ERE to enhance speed enforcement throughout Gila County for the period beginning October 1, 2021, through September 30, 2022.

Conclusion

The Gila County Sheriff's Office has been awarded a grant from the GOHS in the amount of \$25,000 that will be used for overtime and ERE, and the Board of Supervisors needs to accept the grant.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors accept the GOHS FFY 2022 STEP Enforcement Overtime Contract No. 2022-PTS-026 in the amount of \$25,000 for overtime and ERE of which said funds must be spent by September 30, 2022.

Suggested Motion

Information/Discussion/Action to accept a FFY2022 grant award (Contract No. 2022-PTS-026) in the amount of \$25,000 from the Governor's Office of Highway Safety that will be used to support Sheriff's Office personnel services (overtime) and employee-related expenses for Selective Traffic Enforcement Program speed enforcement activities.

**(Sarah White)**

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Attachments

Award Letter

GOHS Contract No. 2022-PTS-026

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**DOUGLAS A. DUCEY**  
GOVERNOR

**ALBERTO GUTIER**  
DIRECTOR  
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

August 5, 2021

Sheriff J. Adam Shepard  
Gila County Sheriff's Office  
1425 South Street  
Globe, AZ 85501

Re: **FFY 2022 GOHS Grant Application**

| <b>Contract No.:</b> | <b>Contract Description:</b> | <b>Award Amount:</b> |
|----------------------|------------------------------|----------------------|
| 2022-PTS-026         | STEP Enforcement Overtime    | \$25,000.00          |

Dear Sheriff Shepard,

The Governor's Office of Highway Safety (GOHS) has completed the review of the proposals submitted for funding for Federal Fiscal Year (FFY) 2022 commencing on October 1, 2021. All of the proposals were carefully considered by an evaluation team at GOHS that reviewed agency performance, program priority area, problem identification, supporting fiscal/data documentation, consistency of reporting, and available funding levels.

As a result of this evaluation process, we are able to include your agency's submitted proposal(s) listed above in **Arizona's FFY 2022 Highway Safety Plan**. However, please be aware that your agency's awarded highway safety project(s) may not have been funded at the amount requested and may be subject to change. Equipment requests placed "ON HOLD" are under further review and may not be funded due to funding constraints, as we strive to make the best use of federal taxpayers' dollars.

All FFY 2022 grants will begin on October 1, 2021. If approval from a Town/City Council or Board of Supervisors is required, your agency should begin the process of scheduling the grant award for approval.

The assigned GOHS project coordinator will be contacting you regarding your project(s) and your agency should have the contract(s) soon. During the interim, do not make any public announcement concerning the grant and do not incur any costs or proceed with any portion of the project until GOHS has written a contract with your agency and it has been signed and executed by both parties.

We appreciate the time and effort put forth by your agency in submitting its proposal(s). Should any questions and/or concerns arise, please feel free to contact your grant project coordinator at 602-255-3216.

Sincerely,

Alberto Gutier  
Director, Governor's Office of Highway Safety

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

**FAIN: 69A37522300004020AZ0**

**Assistance Listings: 20.600**

|  |   |                       |
|--|---|-----------------------|
| <b>1. APPLICANT AGENCY</b><br>Gila County Sheriff's Office   | <b>GOHS CONTRACT NUMBER:</b><br><b>2022-PTS-026</b>                     |                       |
| <b>ADDRESS</b><br>1425 South Street Globe, AZ 85501  | <b>PROGRAM AREA:</b><br><b>402-PTS</b>                                  |                       |
| <b>2. GOVERNMENTAL UNIT</b><br>Gila County   | <b>AGENCY CONTACT:</b><br>Matthew Binney                                |                       |
| <b>ADDRESS</b><br>1400 E. Ash Street Globe, AZ 85501   | <b>3. PROJECT TITLE:</b><br>STEP Enforcement                            |                       |
| <b>4. GUIDELINES:</b><br>402-Police Traffic Services (PTS)   |   |                       |
| <b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b><br>Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Gila County. |   |                       |
| <b>6. BUDGET</b>   | <b>Project Period</b>   |                       |
| <b>COST CATEGORY</b>   | <b>FFY 2022</b>   |                       |
| <b>I. Personnel Services</b>   | \$17,857.00   |                       |
| <b>II. Employee Related Expenses (40%)</b>   | \$7,143.00  |                       |
| <b>III. Professional and Outside Services</b>  | \$0.00  |                       |
| <b>IV. Travel In-State</b>   | \$0.00  |                       |
| <b>V. Travel Out-of-State</b>  | \$0.00  |                       |
| <b>VI. Materials and Supplies</b>  | \$0.00  |                       |
| <b>VII. Capital Outlay</b>   | \$0.00  |                       |
| <b>TOTAL ESTIMATED COSTS</b>   | <b>\$25,000.00</b>  |                       |
| <b>PROJECT PERIOD</b>  | <b>FROM: Effective Date</b><br><i>(Date of GOHS Director Signature)</i> | <b>TO: 09-30-2022</b> |
| <b>CURRENT GRANT PERIOD</b>  | <b>FROM: 10-01-2021</b>   | <b>TO: 09-30-2022</b> |
| <b>TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$25,000.00</b>   |   |                       |

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.



**PROBLEM IDENTIFICATION AND RESOLUTION:****Agency Background:**

Number of sworn officers: 45

Total Population in city/town or county: 53,500

Total Road Mileage: Highway: 172      Local: 593      Total: 765

|   | 2019 | 2018 | 2017 |
|---|------|------|------|
| Total Crashes                           | 992  | 945  | 812  |
| Total Injury Crashes                    | 298  | 274  | 259  |
| Total Fatal Crashes                     | 17   | 22   | 27   |
| Total Impaired-related Crashes          | 46   | 45   | 59   |
| Total Impaired-related Serious Injuries | 33   | 24   | 35   |
| Total Impaired-related Fatalities       | 2    | 1    | 6    |
| Total Speed-related Crashes             | 48   | 38   | 58   |
| Total Speed-related Serious Injuries    | 21   | 13   | 53   |
| Total Speed-related Fatalities          | 1    | 3    | 0    |

The data above represents: County  City/Town **Agency Problem/Attempts to Solve Problem:**

Gila County is experiencing under-staffing with 45 sworn deputies (of 51 positions) and a high call volume per deputy. Without overtime funding and a continued high call volume per deputy and budget constraints these factors are taking away from speeding enforcement. The high call volume is caused by increased traffic and population. The major economic industries in Gila County are mining, recreation, ranching, and tourism. With its central location, Gila County is a hub for individuals traveling to and through Gila County where the population and traffic on weekends is increased. Gila County has a full-time population base of 53,500 residents with an influx of visitors year-round. Throughout the year thousands of vacationers come to Gila County on weekends and holidays for water recreation, cooler weather, and abundant sunshine. GCSO experiences limited overtime funding due to budget constraints and a low tax base.

**Agency Funding:**

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Gila County.

**How Agency Will Solve Problem with Funding:**

The Gila County Sheriff's Office would like to reduce the number of traffic collision injuries and fatalities by increasing enforcement of speed violations by removing speeding drivers from the road before they endanger themselves and the community. This requires a large number of personnel to fulfill operational necessities to achieve success. Funding from GOHS has allowed GCSO to enhance and further their effort to make their streets and communities as safe as possible. Overtime funds will be used for speed deployments of one officer during high traffic weekdays, weekends, holiday details, and in identified areas of concern. This will allow them to make additional speed citations, increase traffic stops, and check for speeding drivers.

**PROJECT MEASURES:****Agency Goals:**

To decrease the number of speeding-related crashes 50% from 62 during calendar year 2020 to 31 by December 31, 2022.

To decrease the number of serious injuries in speeding-related crashes 50% from 22 in calendar year 2020 to 11 by December 31, 2022.

To decrease the number of fatalities in speeding-related crashes 50 % from 2 in calendar year 2020 to 1 by December 31, 2022.

**Contract Objectives:**

1. To increase the number of speeding and aggressive driving citations 100% from 168 in FFY 2020 to 336 during FFY 2022.
2. To conduct targeted speed enforcement efforts a minimum of 1 time per month during FFY 2022.

**Additional Contract Objectives:**

1. To use speed reminders signs and a display trailer (if available) throughout Gila County to collect speeding data.
2. To use GCSO Posse members in patrol cars to remind the public that enforcement is present and to increase the actual and perceived risk of detection among the driving public.

**GOALS/OBJECTIVES:**

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Gila County.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

**MEDIA RELEASE:**

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Gila County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Gila County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

**PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.**

**METHOD OF PROCEDURE:**

The Gila County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

**PRESS RELEASE:**

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

**BAC TESTING AND REPORTING REQUIREMENTS:**

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

**Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported.** Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

**PURSUIT POLICY:**

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

**METHOD OF PROCUREMENT:**

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Gila County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

**State Contract:**

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

**PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure the objectives have been met.

**Quarterly Report**

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

**Report Schedule**

| Reporting Period  | Due Date                |
|---|-------------------------|
| <b>1<sup>st</sup> Quarterly Report and RCI</b> (October 1 to December 31, 2021) | January 30, 2022        |
| <b>2<sup>nd</sup> Quarterly Report and RCI</b> (January 1 to March 31, 2022)    | April 20, 2022          |
| <b>3<sup>rd</sup> Quarterly Report and RCI</b> (April 1 to June 30, 2022)       | July 20, 2022           |
| <b>4<sup>th</sup> Quarterly Report and RCI</b> (July 1 to September 30, 2022)   | <b>October 15, 2022</b> |
| <b>Final Statement of Accomplishments</b>                                       | <b>October 15, 2022</b> |

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

**NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

**Final Statement of Accomplishments**

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**J. Adam Shepherd, Sheriff, Gila County Sheriff's Office, shall serve as Project Director.**

**Matthew Binney, Undersheriff, Gila County Sheriff's Office, shall serve as Project Administrator.**

**TBD, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

**REPORT OF COSTS INCURRED (RCI):**

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

**PROJECT MONITORING:**

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

**Types of Monitoring**

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

| <b>Monitoring Schedule</b>                       |  |
|--|--|
| <b>Total Awarded Amount:</b>                     | <b>Type of Monitoring:</b>   |
| Under \$100,000                                  | Desk Review/Phone Conference   |
| \$100,000 and over                               | May have an In-House GOHS Review   |
| \$300,000+                                       | May have an On-Site/In-House Review  |
| Capital Outlay Greater than \$100,000 (combined) | May have an On-Site/In-House Review  |
| Desk Review and Phone Conference                 | Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee. |
| In-House Review                                  | Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly  |

|                    |   |
|--------------------|---|
|                    | Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.   |
| On-Site Monitoring | Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee. |

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

**Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD:**

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

**DURATION:**

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.



**ESTIMATED COSTS:**

|      |                                   |                     |
|------|-----------------------------------|---------------------|
| I.   | Personnel Services (overtime)     | \$17,857.00         |
| II.  | Employee Related Expenses -- 40%  | \$7,143.00          |
| III. | Professional and Outside Services | \$0.00              |
| IV.  | Travel In-State                   | \$0.00              |
| V.   | Travel Out-of-State               | \$0.00              |
| VI.  | Materials and Supplies            | \$0.00              |
| VII. | Capital Outlay                    | \$0.00              |
|      | <b>TOTAL ESTIMATED COSTS</b>      | <b>*\$25,000.00</b> |

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Gila County Sheriff's Office shall absorb any and all expenditures in excess of \$25,000.00.

**QUARTERLY ENFORCEMENT REPORT  
(Submitted to GOHS)**

**Reporting Period**

| <b>DESCRIPTION</b>                          | <b>CONTRACT<br/>ACTIVITY</b> | <b>AGENCY<br/>ACTIVITY</b> |
|---|------------------------------|----------------------------|
| Total Contacts (Traffic Stops)              |                              |                            |
| Total Sober Designated Drivers Contacted    |                              |                            |
| Total Know Your Limit Contacts              |                              |                            |
| <b>TOTAL DUI ARRESTS</b>                    |                              |                            |
| Total DUI Aggravated                        |                              |                            |
| Total DUI Misdemeanor                       |                              |                            |
| Total DUI Extreme (.15 or Above)            |                              |                            |
| Under 21 DUI Arrests                        |                              |                            |
| Average BAC                                 |                              |                            |
| Distracted Driving Citations                |                              |                            |
| Total DUI Drug Arrests                      |                              |                            |
| 30-Day Vehicle Impounds                     |                              |                            |
| Seat Belt Citations                         |                              |                            |
| Child Restraint Citations                   |                              |                            |
| Criminal Speed Citations                    |                              |                            |
| Reckless Driving Citations                  |                              |                            |
| Civil Speed Citations                       |                              |                            |
| Other Citations (Except Speed)              |                              |                            |
| Other Arrests                               |                              |                            |
| Participating Officer/Deputies (Cumulative) |                              |                            |

**CERTIFICATIONS AND AGREEMENTS**

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

**I. Project Monitoring, Reports, and Inspections**

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

### **IV. Travel**

#### In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

### **V. Standard of Performance**

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

### **VI. Hold Harmless Agreement**

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

**VII. Non-Assignment and Sub-Contracts**

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

**VIII. Work Products and Title to Commodities and Equipment**

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

**IX. Copyrights and Patents**

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

**X. Uniform Administrative Requirements**

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

**XI. Non-Discrimination**

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**XII. Executive Order 2009-09**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

**XIII. Application of Hatch Act**

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

**XV. Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

**XVI. Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

**XVII. Appropriation of Funds by U.S. Congress**

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

**XVIII. Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

**XIX. E-Verify**

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

**XX. Termination and Abandonment**

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

#### **XXI. Cancellation Statute**

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

#### **AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**

##### **Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

##### **Certificate of Compliance**

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.



**Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

**Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

**Buy America Act**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**Prohibition on Using Grant Funds to Check for Helmet Usage**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**Certification Regarding Debarment and Suspension**

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  2. 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 record, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. 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.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Certification**

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**REIMBURSEMENT INSTRUCTIONS**

**1. Agency Official preparing the Report of Costs Incurred:**

Name: Sarah White

Title: Chief Administrative Officer

Telephone Number: 928-402-8572 Fax Number: 928-425-5674

E-mail Address: sawwhite@gilacountyaz.gov

**2. Agency's Fiscal Contact:**

Name: Sarah White

Title: Chief Administrative Officer

Telephone Number: 928-402-8572 Fax Number: 928-425-5674

E-mail Address: sawwhite@gilacountyaz.gov

Federal Identification Number: 86-6000444

**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Gila County Sheriff's Office

Warrant/Check to be mailed to:

Gila County Sheriff's Office

(Agency)

P.O. Box 311

(Address)

Globe, AZ 85502

(City, State, Zip Code)

**4. Unique Entity Identifier:**

074462102

(Unique Entity Identifier)

1400 E. Ash Street, Globe, AZ 85501

(Registered Address & Zip Code)

**Restriction on State Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)**

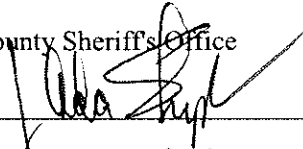
The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Signature of Project Director:**

J. Adam Shepherd, Sheriff

Gila County Sheriff's Office

  
 \_\_\_\_\_  
 9-17-21                      928-402-8570  
 Date                                      Telephone

**Signature of Authorized Official of Governmental Unit:**

Tim R. Humphrey, Chairman Board of Supervisors  
Gila County

\_\_\_\_\_  
 \_\_\_\_\_  
 Date                                      Telephone

**AUTHORITY & FUNDS**

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PTS, as approved for by the National Highway Traffic Safety Administration.

- |    |   |  |
|----|---|--|
| 2. | <b>A. EFFECTIVE DATE:</b><br><br><u>Authorization to Proceed Date</u> | <b>B. FEDERAL FUNDS:</b><br><br><u>\$25,000.00</u> |
|----|---|--|

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**  
 by State Official responsible to Governor for the  
 administration of the State Highway Safety Agency

\_\_\_\_\_

Alberto Gutier, Director  
 Governor's Office of Highway Safety  
 Governor's Highway Safety Representative

\_\_\_\_\_

Approval Date

**ARF-6923**

**Regular Agenda Item 3. C.**

**Regular BOS Meeting**

Meeting Date: 10/05/2021

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2022 Budgeted?: Yes

Contract Dates 10-05-21 to 12-30-21 Grant?: No

Begin & End:

Matching No Fund?: Replacement

Requirement?:

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Information

Request/Subject

Approval to use State Contract No. ADSPO19-215755/CTR041845 with Allen Equipment & Services for two new Trimble R12 GNSS (Globe Navigation Satellite System) survey equipment.

Background Information

The current GNSS survey equipment being used is 14 years old and was purchased with grant funds. The equipment has become obsolete and is no longer supported by a vendor since it is two generations out of date. The expected service life for this type of equipment is typically 10 years.

This equipment is being purchased under Arizona State Contract CTR041845 / ADSPO19-215755 and is competitive.

Evaluation

Authorizing this purchase of two new Trimble R12 GNSS systems will allow for maximum productivity in the collection of field data for years to come in both the Copper and Timber Regions. The units will come with full technical support and be compatible with our processing software.

These types of survey-grade GNSS receivers are the most accurate. They are accurate to within a centimeter so we can excel in high accuracy measurements of fixed positions.

We understand there are less expensive brands on the market, but our experience with them was that they were frequently in the shop for repair



and broke easily. Trimble works well and doesn't give us trouble like the other brands. Another consideration is compatibility with other software for other applications and data processing. GPS is purely the US version that is considerably less expensive but also doesn't do well with obstructions such as trees. The GNSS system uses the broader collections of multiple satellites for navigation.

### Conclusion

Gila County Survey Division prides itself in having accurate survey information.

The other equipment will be disposed of as the parts are not compatible with the newer equipment.

### Recommendation

The Gila County Public Works Department Director recommends purchasing these 2 new GNSS systems on the Arizona State Cooperative Contract No. ADSPO19-215755 CTR041845 from Allen Instruments & Supplies for a total of \$138,349.10 paid for by the Highway User Revenue Fund.

### Suggested Motion

Information/Discussion/Action to approve the use of Arizona State Cooperative Purchasing Agreement No. ADSPO19-215755/CTR041845 for the purchase of two (2) new Global Navigation Satellite System survey units from Allen Instrument & Supplies in the amount of \$138,349.10.

**(Steve Sanders)**

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### Attachments

Contract Agreement

Allen Instruments & Service Propasal

Allen Instruments & Service Rate sheet

CTR041845 - Amendment 2 - Extension

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## CONTRACT AGREEMENT

### Purchase Replacement Global Navigation Satellite

Contract Name: (GNSS) System Survey Equipment

Contract No.: CTR041845

**Statement of Purpose and Need (3-5 Sentences)** Gila County wishes to utilize Allen Instruments & Supplies for the purchase of two (2) new survey units. All Documents executed by the State of Arizona on Contract No. CTR 041845, apply to this procurement between Gila County and Allen Instruments & Service.

All Documents executed by the State of Arizona on Contract No. CTR041845, apply to this procurement between Gila County and Allen Instruments & Service.

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

**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.

**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.

Renewal Option:  Yes

Contract End Date: 12-30-21

No

Maximum Dollar Limit: \$138,349.10

**Contract Information**

Firm Name: Allen Instruments & Supplies Contact Person: Scott Spears

Address: 714 E. Earl Drive Phone No: 480-369-1832

City: Scottsdale State: AZ 85251 Fax: \_\_\_\_\_ Email: sspears@alleninst.com

**Special Notes:**

Gila County is part of the Arizona State Purchasing Cooperative – Procure AZ, for cooperative purchasing. By using the State contract with Allen Instruments & Service, 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. ADSPO, for approved**

**this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**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



# Quote

Scottsdale, Az   Anaheim, Ca   Ventura, Ca   Escondido, Ca  
 480.994.1306   714.238.3434   805.644.7405   760.747.8823

|                           |         |          |
|---------------------------|---------|----------|
| Date                      | Quote # | Client # |
| 8/24/2021                 | 19304   | 8458     |
| <b>Expires: 9/30/2021</b> |         |          |

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|--|
| <b>Bill To</b>   |
| Gila County<br>745 Rose Mofford Way<br>Globe AZ 85501<br>United States |

|  |
|--|
| <b>Ship To</b>   |
| Gila County<br>745 Rose Mofford Way<br>Globe AZ 85501<br>United States |

| P.O. Number | Terms              | Ship Method | Rep/Team     | Memo |
|-------------|--------------------|-------------|--------------|------|
|             | Net 30 On Approval | Delivery    | Scott Spears |      |

| Qty | Item Code         | Description   | Price Each  | Amount      |
|-----|-------------------|---|-------------|-------------|
|     | AZ State Contract | AZ State Contract Award of Contract No. CTR041845 / ADSP019-215755  |             |             |
| 1   | R12-RVR-KIT       | Trimble R12, Model 60 Kit.<br>List Price: \$28,450  | \$25,605.00 | \$25,605.00 |
| 1   | R12-101-60-01     | Trimble R12, Model 60 GNSS Receiver, ROW<br>1 Year Warranty   | Included    | Included    |
| 1   | R12-CFG-001-40    | Trimble R12 Configuration Level - R12 Base and Rover Mode   | Included    | Included    |
| 1   | 101071-00-01      | Power Supply and Power Cord for Dual Battery Charger-Geospatial Accessory   | Included    | Included    |
| 1   | R12i-RVR-KIT      | R12i Kit<br><br>List Price: \$30,025.00   | \$27,022.50 | \$27,022.50 |
| 1   | R12i-101-60-01    | Trimble R12i, Model 60, ROW   | Included    | Included    |
| 1   | R12i-CFG-001-40   | Trimble R12i Configuration Level - R12i Base and Rover Mode   | Included    | Included    |
| 1   | 101071-00-01      | Power Supply and Power Cord for Dual Battery Charger-Geospatial Accessory   | Included    | Included    |
| 2   | GCP50             | R10/R12 Battery 3.7Ah, 7.4V   | \$194.00    | \$388.00    |
| 1   | 74451-96          | TDL 450H-Radio System Kit; 450-470 MHz.<br>List Price: \$3,100  | \$2,790.00  | \$2,790.00  |
| 1   | TSC7-QTAXKIT      | TSC7 W/QWERTY, Trimble Access, No Radio.<br>12 month software warranty.<br>24 month hardware warranty.<br>List Price: \$7,300 | \$6,570.00  | \$6,570.00  |
| 1   | TSC7-1-1111-00    | TSC7 QWERTY Pad Standalone  | Included    | Included    |

The purchase of goods and services or rental of goods from Allen Instruments and Supplies, LLC is governed by the Sales and Service or Rental Terms and Conditions ("Terms"), respectively, which are available at [www.alleninstruments.com/terms-and-conditions/](http://www.alleninstruments.com/terms-and-conditions/) and incorporated herein by reference. By purchasing goods or services or renting goods from Allen Instruments and Supplies, LLC, you agree to be bound by the Terms as written. A hard copy is available upon request to [accounting@alleninst.com](mailto:accounting@alleninst.com). (Rev. 10/2019)



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|-----|--------------|--|------------|----------|
| 1   | TA-GENSURV-P | Trimble Access - General Survey; Perpetual License   | Included   | Included |
| 1   | 121358-01-1  | Trimble TSC7 Accessory-Ext. Battery Charger w/Int. Cord, Battery 2-pack.<br>List Price: \$490  | \$441.00   | \$441.00 |
| 1   | 121354-01-1  | TSC7 Shoulder Sling Bag.<br>List Price: \$83   | \$74.70    | \$74.70  |
| 1   | 121349-01-1  | Trimble TSC7 Accessory- Pole Mount.<br>List Price: \$232   | \$208.80   | \$208.80 |
| 1   | TAP Support  | Allen Instruments Technical Assistant Program includes all of the following: Unlimited technical support, problem reporting via online ticketing system, Trimble/Spectra equipment warranty tracking and new software/firmware update notifications. | \$995.00   | \$995.00 |

|                              |                    |
|------------------------------|--------------------|
| <b>Subtotal</b>              | \$64,095.00        |
| <b>Tax Total</b>             | \$5,079.55         |
| <b>Shipping and Handling</b> | \$0.00             |
| <b>Total</b>                 | <b>\$69,174.55</b> |

\_\_\_\_\_  
Signature

**TOTAL AMOUNT FOR TWO (2) UNITS**

**\$138,349.10**

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\_\_\_\_\_  
Signature

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# Contract Amendment

Contract ID: **CTR041845**

Amendment: **Two (2)**

Arizona Department of  
Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 402  
Phoenix, AZ 85007

**CONTRACTOR:**

Allen Instruments & Supplies, LLC  
7114 E. Earl Dr.  
Scottsdale, AZ 85215

**CONTACT:** Richard Gage

**PHONE:** (480) 994-1306

**EMAIL:** [rgage@alleninst.com](mailto:rgage@alleninst.com)

**STATE AGENCY:**

AZ Department of Administration (ADOA)  
State Procurement Office  
100 N. 15<sup>th</sup> Ave., Ste. 402  
Phoenix, AZ 85007

**CONTACT:** James Atkins

**PHONE:** (602) 542-8990

**EMAIL:** [james.atkins@azdoa.gov](mailto:james.atkins@azdoa.gov)

## Global Positioning System Receivers

Pursuant to the above referenced Contract, and the State's Uniform Terms and Conditions, Paragraph 5.1 Amendments, the contract shall be amended as follows:

- In accordance with, Special Terms and Conditions, Paragraph 3.2 Contract Extensions, the contract is hereby extended from February 1, 2021 through January 31, 2022.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED**

*\* Please ensure all required Certificate Of Insurance are updated and submitted to the State Procurement Office.*

### ACKNOWLEDGEMENT AND AUTHORIZATION

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.





**Request for Proposal**  
Solicitation No.  
**BPM000364**  
Global Positioning System Receivers

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

Section 1:  
Solicitation Summary

**1.0 What the State Is Soliciting**

The Arizona Department of Administration, State Procurement Office division (the State), as authorized under A.R.S.§ 41-2501 is seeking to establish one or more “statewide” contracts to provide Global Positioning System Receivers and related equipment and services. Note: This solicitation is intended to cover goods/services not contemplated by the GPS for Vehicles State contract.

The Special Terms and Conditions provide a more detailed definition of Eligible Agencies.

A list of all state agencies and purchasing cooperative members is available on the State Procurement Office website at: <https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>

The State anticipates awarding multiple Contracts to begin providing services by a target date of 2/1/19.

**OFFERORS SHOULD READ THE ENTIRE SOLICITATION CAREFULLY.**

**2.0 What’s in the Solicitation**

|        |   |   |
|--------|---|---|
| Part 1 | Section 1: Solicitation Summary           | <i>The State’s e-Procurement System file #1: BPM000364 Global Positioning System Receivers OPEN_FIRST.DOCX (Or as amended)</i>  |
| Part 2 | Section 2-A: Scope of Work                | <i>The State’s e-Procurement System file #2: BPM000364 Global Positioning System Receivers RFP.DOCX (Or as amended)</i>         |
|        | Section 2-B: Pricing Document             |   |
|        | Section 2-C: Special Terms and Conditions |   |
|        | Section 2-D: Uniform Terms and Conditions |   |
| Part 3 | Section 3-A: Instructions to Offerors     | <i>The State’s e-Procurement System file #3: BPM000364 Global Positioning System Receivers Offer Forms.DOCX (Or as amended)</i> |
|        | Section 3-B: Offer forms                  |   |



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### **3.0 How and When Proposals Are Due**

Proposals will only be accepted **online in the “The State’s e-Procurement System”** at <https://app.az.gov> until the **“Bid/Offer Due Date”** indicated in **The State’s e-Procurement System for the Solicitation No. shown at the top of this page.** Proposals must be in the State Procurement Office’s possession online no later than that deadline.

Submit technical inquiries about navigating and/or submitting proposals in the State’s e-Procurement System to the State’s e-Procurement System Help Desk:

- by phone at (602) 542-7600, option2; or
- by email to [app@azdoa.gov](mailto:app@azdoa.gov)

LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in The State’s e-Procurement System.

### **4.0 Pre-Offer Conference**

The State **will not** conduct a Pre-Offer Conference for this Solicitation at the time and place indicated in the solicitation’s **‘Process’** field as found within the State’s e-Procurement system (<https://app.az.gov>).

#### **Inquiries**

Any question related to this Request for Proposal shall be submitted utilizing the State’s **“Discussions with Buyer”** Tab in the e-procurement system. The Offeror shall not contact or ask questions of the department for which the requirement is being procured.

**End of Section 1**



Nick Perrera &lt;nick.perrera@azdoa.gov&gt;

---

**BPM000364 GPS Receivers Questions**

---

**Gage, Richard** <rgage@alleninst.com>  
To: Nick Perrera <nick.perrera@azdoa.gov>

Mon, Dec 31, 2018 at 9:59 AM

Hello Nick,

Please see responses below and let me know any questions.

Thanks,

**Richard Gage**

**General Manager**

**Allen Instruments & Supplies, LLC**

[www.alleninstruments.com](http://www.alleninstruments.com)

[rgage@alleninst.com](mailto:rgage@alleninst.com)

**602-826-7702 Cell**

[Visit our new online store >>](#)

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Safety. Respect. Integrity. Teamwork. Excellence. Stewardship. Astonishment.

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**From:** Nick Perrera <nick.perrera@azdoa.gov>  
**Sent:** Friday, December 28, 2018 8:17 AM  
**To:** Gage, Richard <rgage@alleninst.com>  
**Subject:** BPM000364 GPS Receivers Questions

Hello,

Thank you for your response to solicitation BPM000364 GPS Receivers. The state has reviewed your proposal and has the following questions. Please respond back to these questions by close of business 1/10/19 or sooner. If you would like any clarification please let me know.

1. The Attachment 4 Pricing document submitted does not appear to have any offerings in the following categories: Annual Maintenance Programs, Short Term Rental on Equipment, Lease Programs, and Demo and Used Equipment. Does your company offer any of these services or programs? If so, the state desires pricing for review and consideration.

Yes, I've attached Allen Instruments Rental Rates.

We do not offer Annual Maintenance programs other than extended warranties, which are included in the master price book. Additional years' warranties can be purchased at any time while warranties are active. If warranties lapse, reinstatement warranties can be purchased. These are also included in price book.

We do not offer any inhouse leasing. We do partner with Trimble and Wells Fargo to provide leasing.

We do offer used and demo gear for sale, however the prices vary based on age, type of gear, etc., so these are all quoted on individual, one off basis.

2. Please confirm if a product is under warranty or maintenance/service agreement that a 'loaner' unit will be given to the state while the repair/warranty claim is being settled. If not, please elaborate on whether or not your company would be willing to offer this.

We are able to offer a reduced, 50% off, rental rate on all repairs, warranty or non-warranty. There is a 2 week maximum on these rental charges.

3. Please elaborate further on any efforts your company has taken to mitigate turnaround time for product repairs, and what timeline the state may expect when getting a product serviced (e.g. partnering with local subcontractors/authorized service providers, expedited shipping, etc.).

Current service turnaround time is 1 week. Based on service volume this can move to as quick as 3 days. If units need to be sent out to manufacturer for service or if parts are back ordered from manufacturer this will increase turnaround time. Allen Instruments has 4 fully authorized service centers with 7 fully trained service technicians. If one location is overburdened we will send equipment to another location to improve turnaround time.

4. One of the state's goals is to ensure price parity with other states. The State of Washington recently awarded a contract for Trimble and Spectra products at 25% off MSRP, Would your company be willing to match these same discounts for these brands?

Thank you for providing the detail on the Washington State contract for Trimble and Spectra products. I cannot speak for Trimble on their pricing structure or strategy in the offering. As the contract is direct between state agencies and Trimble there clearly are cost advantages that Allen Instruments cannot use and extend in our contract pricing. We will continue to offer pricing as quoted in our offer to match Federal GSA discounts and other state contracts that Allen Instruments and other Trimble distributors have been accustomed to following.

**Nick Perrera, MPA, CPPO, CPPB**

**Statewide Procurement Manager**

*State Procurement Office - Arizona Department of Administration*

1/23/2019

State of Arizona Mail - BPM000364 GPS Receivers Questions

*100 N. 15th Ave, 4th Floor Phoenix, AZ 85007*

*Email: [Nick.Perrera@azdoa.gov](mailto:Nick.Perrera@azdoa.gov) Desk: 602-542-9128*



**2018 Rental Pricing Schedule.pdf**

331K

|  |                   |  |                |   |   |   |
|--|-------------------|--|----------------|---|---|---|
| <b>BPM000364 - Global Positioning System Receivers</b> |                   |  | Recommendation |   |   |   |
|  | <b>Offerors</b>   |  |                |   |   |   |
|  | Allen Instruments |  |                |   |   |   |
| <b>Total Score</b>                                     | 680               |  | 0              | 0 | 0 | 0 |

|     |                     |  |                    |       |              |     |              |     |              |     |
|-----|---------------------|--|--------------------|-------|--------------|-----|--------------|-----|--------------|-----|
| 500 | Capacity of Offeror | Percent Weight                                     | 375                |       | 0            |     | 0            |     | 0            |     |
| 500 |                     | 100%   | Meets Expectations | 375.0 | Unacceptable | 0.0 | Unacceptable | 0.0 | Unacceptable | 0.0 |
|     | Comments            | Proven capacity to satisfy state needs and orders. |                    |       |              |     |              |     |              |     |
|     | Comments            |  |                    |       |              |     |              |     |              |     |

|     |             |   |                    |     |              |   |              |   |              |   |
|-----|-------------|---|--------------------|-----|--------------|---|--------------|---|--------------|---|
| 300 | Methodology | Percent Weight  | 225                |     | 0            |   | 0            |   | 0            |   |
| 300 |             | 100%  | Meets Expectations | 225 | Unacceptable | 0 | Unacceptable | 0 | Unacceptable | 0 |
|     | Comments    | Good plan outlined for reminding customers of the status of orders. |                    |     |              |   |              |   |              |   |
|     | Comments    |   |                    |     |              |   |              |   |              |   |
|     | Comments    |   |                    |     |              |   |              |   |              |   |
|     | Comments    |   |                    |     |              |   |              |   |              |   |
|     | Comments    |   |                    |     |              |   |              |   |              |   |

| 200 | Cost | Benchmark Weight | 80  | 0            | 0            | 0            |
|-----|------|------------------|---|--------------|--------------|--------------|
|     |      | 200              | Below Expectations  | Unacceptable | Unacceptable | Unacceptable |
|     |      | Comments         | Fall below benchmark target (Washington State contract). However, the pricing is fair and reasonable when compared to current and other public sector contracts (GSA, etc). |              |              |              |
|     |      | Comments         |   |              |              |              |

For each of evaluation criteria above, a determination was made regarding how well the proposals satisfied the stated requirements. The rating definitions, found below, formed the basis for determining the scores assigned to each proposal. The comments fields were used to note strengths and weaknesses of the proposal.

| Formula for Scoring Cost   |  |                 |
|--|--|-----------------|
| For scoring the respondent's average discount for a manufacturer line was compared with the State's benchmark range for that manufacturer line. Responses were scored on an unacceptable/below/meets/exceeds based on this comparison. |  |                 |
| Rating Definitions   |  | % of Max Points |
| <b>Exceeds Expectations</b>  | Documentation exceeds solicitation requirement     | (100% Points)   |
| <b>Meets Expectations</b>  | Meets the requirement of the solicitation          | (75% of Points) |
| <b>Below Expectations</b>  | Documentation below the solicitation requirement   | (40% of Points) |
| <b>Unacceptable</b>  | Missing documentation required in the solicitation | (0% of Points)  |

## Prices

| Manufacturer             | Benchmark Range<br>(% Discount) | Allen<br>Instruments |  |  |  |
|--------------------------|---------------------------------|----------------------|--|--|--|
| <i>Trimble</i>           | 25%                             | 10%                  |  |  |  |
| <i>Spectra</i>           | 25%                             | 10%                  |  |  |  |
| <i>Garmin</i>            | 10%                             | 10%                  |  |  |  |
| <i>Leica Equipment</i>   | 20%                             |                      |  |  |  |
| <i>Leica Accessories</i> | 7%                              |                      |  |  |  |
| <i>F4 Flint Series</i>   | 5%                              |                      |  |  |  |
| <i>Carlson</i>           | 10%                             |                      |  |  |  |
| <i>Seco</i>              | 10%                             |                      |  |  |  |
| <i>Pacific Crest</i>     | 5%                              |                      |  |  |  |

| Z-Score LEGEND                                  |            |            |           |
|---|------------|------------|-----------|
| Financially sound if greater than               | 2.99       | 2.9        | 2.6       |
| Caution required if between                     | 1.8 - 2.99 | 1.23 - 2.9 | 1.1 - 2.6 |
| Likely to go bankrupt within 2 years if between | < 1.80     | < 1.23     | < 1.1     |



| <b>Evaluation Report<br/>Solicitation No. ADSP018-0000xx<br/>Program</b> | <b>Allen Instruments</b> |  |  |  |
|--|--------------------------|--|--|--|
| Attachment 1 - Offer and Acceptance                                      | Yes                      |  |  |  |
| Attachment 2-A Experience and Capacity                                   | Yes                      |  |  |  |
| Attachment 2-B Organization Profile                                      | Yes                      |  |  |  |
| Attachment 3-A Method Proposal   | Yes                      |  |  |  |
| Attachment 3-B Key Personnel Proposal                                    | Yes                      |  |  |  |
| Attachment 3-C Proposed Subcontractors                                   | Yes - No subs            |  |  |  |
| Attachment 3-E Israel Boycott  | Yes                      |  |  |  |
| Attachment 4 Pricing   | Yes                      |  |  |  |
| Attachment 5-A Confidential Information                                  | Yes - No indication      |  |  |  |
| Attachment 5-B Conformance Statements                                    | Yes - No indication      |  |  |  |
| Attachment 5-C Insurance   | Yes - Need COI           |  |  |  |
| Attachment 5-D Reserved  | NA                       |  |  |  |
| Attachment 5-E Checklist   | NA                       |  |  |  |

**Invited Suppliers**

|  |           |
|--|-----------|
| ENTELLUS INC   | Consulted |
| JE FULLER HYDROLOGY & GEOMORPHOLOGY INC              | Consulted |
| TRAFFIC RESEARCH & ANALYSIS INC                      | Consulted |
| LOGAN SIMPSON DESIGN INC                             | Consulted |
| ECOPLAN ASSOCIATES INC                               | Consulted |
| APPLIED GEOGRAPHICS INC                              | Consulted |
| TERRASYSTEMS SOUTHWEST INC                           | Consulted |
| WSP USA INC  | Consulted |
| RDO CONSTRUCTION EQUIPMENT CO                        | Consulted |
| STANLEY CONSULTANTS INC                              | Consulted |
| SWCA INC   | Consulted |
| EPS GROUP INC  | Consulted |
| AECOM TECHNICAL SERVICES INC                         | Consulted |
| CANYON STATE WIRELESS INC                            | Consulted |
| PALEOWEST LLC  | Consulted |
| ERROL L MONTGOMERY & ASSOCIATES INC                  | Consulted |
| YOUR PROJECT MARKETING & OUTREACH LLC                | Consulted |
| ADVANCED MONITORING METHODS                          | Consulted |
| HOLMANS USA LLC                                      | Consulted |
| CIVILTEC ENGINEERING INC                             | Consulted |
| GPS INSIGHT  | Consulted |
| WENDEL ENERGY SERVICES LLC                           | Consulted |
| HAGER ENVIRONMENTAL & ATMOSPHERIC<br>TECHNOLOGIES    | Consulted |
| CARDNO INC   | Consulted |
| COMPASS GROUP USA INC                                | Consulted |
| THE HOLMAN GROUP                                     | Consulted |
| SS PAPADOPULOS & ASSOCIATES INC                      | Consulted |
| MDS TECHNOLOGIES INC                                 | Consulted |
| ALLEN & ASSOCIATES APPRAISAL GROUP INC               | Consulted |
| ALLEN INSTRUMENTS & SUPPLIES LLC                     | Consulted |
| GREENLIGHT TRAFFIC ENGINEERING LLC                   | Consulted |
| COMPASS PROJECT SCHEDULING & SERVICES LLC            | Consulted |
| HYDROGEOLOGIC INC                                    | Consulted |
| WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS<br>INC   | Consulted |
| STANTEC CONSULTING SERVICES INC                      | Consulted |
| ALLEN ASSOCIATES INC                                 | Consulted |
| STEARNS CONRAD & SCHMIDT CONSULTING<br>ENGINEERS INC | Consulted |
| RDO EQUIPMENT CO                                     | Consulted |
| Solid Terrain Modeling, Inc.                         | Consulted |
| Applus Technologies, Inc.                            | Consulted |
| Wendel Energy Services, LLC                          | Consulted |
| TRIMBLE INC.   | Consulted |

Douglas A. Ducey  
Governor



Craig Brown  
Director

## ARIZONA DEPARTMENT OF ADMINISTRATION

### STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201  
PHOENIX, ARIZONA 85007

(602) 542-5511 (main) (602) 542-5508 (fax)  
<http://spo.az.gov>

Sent via e-mail to: [rgage@alleninst.com](mailto:rgage@alleninst.com)

Re: Award of Contract No. CTR041845 GPS Receivers

Dear Richard,

Thank you for submitting a response to solicitation No. BPM000364. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on 2/1/19.

All offers received were evaluated in accordance with the evaluation criteria set forth in the solicitation document. The procurement file for this solicitation, including evaluation documents and resultant contracts, are now available for public viewing via the State's e-Procurement system, APP.

If you have any questions regarding your company's contract, please contact me at [nick.perrera@azdoa.gov](mailto:nick.perrera@azdoa.gov) or 602.542.9128. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

A handwritten signature in cursive script that reads "Nick Perrera".

Nick Perrera Statewide Procurement Manager



# Request for Proposal

Solicitation No.

**BPM000364**

Description:

**Global Positioning System Receivers**

Arizona Department of  
Administration  
**State Procurement  
Office**

100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

## Part 2: Scope, Pricing and Terms and Conditions

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**BPM000364**  
Description:

**Global Positioning System Receivers**

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### SECTION 2-A: Scope of Work

#### 1. Purpose

The State of Arizona, its Agencies, Boards and Commissions (State) as well as Participating Members of the State Purchasing Cooperative (Cooperative), have an ongoing requirement for various products and services as described herein. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Cooperative Members may acquire these products and services.

##### 1.1 Objectives

This solicitation shall provide for:

- 1.1.1 Value-Added-Reseller, distributor, as well as manufacturer-direct proposals;
- 1.1.2 Global Positioning System Receivers (GPS) and related products and services based upon entire manufacturer product lines, rather than specifying product-specific, technology requirements;
- 1.1.3 Availability of lease and rental programs for both short term and long term on equipment;
- 1.1.4 Maintenance program on existing equipment; and
- 1.1.5 Flexible products and services that will evolve to include changing technologies and fully utilize next generation networks.

##### 1.2 Products and Services

The State desires to create a contract or contracts to cover GPS equipment purchases (inclusive of trade-in options), accessories, leases, rentals and maintenance on both new and existing GPS systems already in use by the State. The State acknowledges that the GPS industry and its suppliers are changing rapidly and as such desires to establish manufacturer-based contracts rather than product-specific point-in-time technology requirements, allowing flexibility to accommodate open- standards-based products and new technologies.

##### 1.3 Management

The State intends to consider value-added-reseller, distributor, as well as manufacturer-direct proposals and may award multiple manufacturer offerings to a successful value-added-reseller and/or



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distributor. The State prefers to obtain contractors who represent multiple manufacturers as well as vendors who represent manufacturers that produce specialized products.

## 2. Products and Services

### 2.1 Scope of Products and Services

The GPS Products and Services under this Contract include:

2.1.1 Actual manufacturer's product, materials, transportation, equipment and other activities for, and reasonably incidental to the installation, integration, and implementation, including engineering analysis, design and configuration, of the manufacturer's product or service;

2.1.2 Maintenance for both the products purchased and existing products;

2.1.3 Replacement Parts;

2.1.4 Labor for Repairs;

2.1.5 Training; and

2.1.6 Ancillary services in conjunction with the implementation, or extension of a manufacturer's product.

Contractor shall make available a complete brand of a manufacturer's products at a "percentage discount off list pricing." Contractor shall provide an annual maintenance rate and an hourly "not to exceed rate" for maintenance within a complete family or line of business of a manufacturer's products. The Offeror may bid solely on new equipment and the services that would correlate with new product purchases or they may bid solely on maintenance and services that would correspond with maintenance (including but not limited to maintenance, training etc.).

### 2.2 Included Products and Service Categories

The following products and services are specifically included in this procurement:

2.2.1 Handheld GPS;



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2.2.2 Chart Plotters;

2.2.3 Fixed Mount GPS;

2.2.4 Laptop/PDA GPS;

2.2.5 Directly Related GPS Accessories that cannot otherwise be purchased through other means; and

2.2.6 GPS Software.

### 3. Manuals

All manufacturer manuals and documentation are to be provided and given to the State at the time the State takes possession of each product.

### 4. Training

On and off-site training may be required by the purchasing agency. Vendors should list all training options and applicable fees. Training, if included within the units line requirement shall be good for one year of purchase. We will need an hourly rate per person and a discount off of standard classes. The States standard per diem rate will apply for travel if needed. State rates may be located at [www.gao.state.az.us](http://www.gao.state.az.us).

### 5. Rental and Lease Program

The State would like the option to have equipment rental and lease programs available on an as needed basis for cases in which it may make more economic sense. This should include both short term and long term as needed by the using agency.

### 6. Trade-Ins

The State agency may contact the contractor to identify a trade-in value for any related State asset/material in a proposed purchase. Prior to completing the transaction and disposing of the State asset the State agency is required to contact the State Surplus Property Administrator to determine if the trade-in value exceeds that of an outright sale or other disposition. See Rule R2-15-303 E(3).



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### 7. Workmanship

The equipment supplied under this specification shall be of the current, most improved model, past the development stage and in factory production with a satisfactory performance record as evidenced by vendor supplied data, and as determined by the State. In addition, demo or used equipment that has been remanufactured and refurbished will be considered based on availability when it economically makes sense to the State. New equipment requires full factory warranty. The purchase will be at the sole discretion and in the best interests of the purchasing agency.

### 8. Maintenance

Prompt maintenance shall be available for the GPS units offered. Maintenance also needs to be available for equipment that the State already owns that we may not have purchased from your company. Any unit shipped to the vendor for repair shall be repaired and returned as soon as reasonably possible. Equipment requiring repairs longer than one week shall be replaced with loaner equipment (at no cost to the State) capable of similar operating capabilities.

### 9. Warranty

All manufacturer's warranties will be passed through to the State and Contractor will assist the State in obtaining any warranty service necessary including loaner equipment while the equipment is being serviced or repaired.

The Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

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

### 10. Non-Warranty Repair and Replacement Parts

The State is requesting an hourly rate for repairs on equipment that is no longer under warranty and a percent off of MSRP on replacement parts. The State also seeks pricing on more generic brands of replacement parts that will be of good quality and add value to your program.

### 11. Timely Support and Product Availability



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The State requires a provider that can have products and support available in a timely manner so as not to have impacts on project and work timelines any more than necessary as compared to other respondents in this RFP.

### 12. Phone and On-Line Support

The State prefers a Company that offers phone and on-Line support that can assist with trouble shooting, functionality and overall operational procedures of equipment.

### 13. Shipping Charges

When product is shipped directly to the State we are offering shipping to be pre-paid and added to the State's charges. The State requires this to be actual charges paid by vendor for shipping without any increase or additional charges.

End of Section 2-A



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### SECTION 2-B: Pricing Document

#### 1.0 Compensation

##### 1.1 COMPENSATION METHOD

Contractor will be compensated based on the final detailed written quote approved by the Customer. Pricing shall not be higher than the stated minimum discounts on the pricing page (Attachment 4).

#### 2.0 Pricing

2.1 **CONTRACTOR'S BEST PRICING.** Supplier warrants that, for the term of the Contract, the prices and discounts set out in ATTACHMENT 4 PRICING to this Pricing Document, 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 services, items of equipment and materials.

2.1.1 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.

2.1.2 If Contractor's Best Pricing for equivalent services, 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.

2.1.3 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.

##### 2.2 PRICING-ALL-INCLUSIVE:

2.2.1 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.

##### 2.3 PRICE INCREASES:

2.3.1 The SPO may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

(a) Initial Contract prices will be honored for one year after award of Contract.

(b) All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.



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(c) All price adjustments will be implemented by a formal contract amendment. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

## 2.4 PRICE REDUCTIONS:

2.4.1 Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

## 2.5 ADDITIONAL CHARGES:

2.5.1 Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.

## 2.6 TRAVEL.

2.6.1 Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at <https://gao.az.gov/travel> . The Eligible Entity / Customer shall reject any claim for travel reimbursement without prior written approval.

## 3.0 Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [Availability of Funds] have been identified as of the Solicitation date.

## 4.0 Invoicing

4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Entity/Customer (e.g. Eligible Agency or Co-Op Buyer) at the address indicated on the applicable Order document or by utilizing the Buying Entity's purchasing tool/process.

4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

| Item   | Required |
|--|----------|
| Bill-to name and address   | ●        |
| Contractor name and contact information                            | ●        |
| Remit-to address   | ●        |
| State contract number  | ●        |
| Order number (typically the The State's e-Procurement System PO #) | ●        |
| Invoice number and date  | ●        |
| Date the items shipped or services performed                       | ●        |
| Applicable payment terms   | ●        |





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|  |                |
|--|----------------|
| Contract line item number  | ●              |
| Contract line item description   | ●              |
| Quantity delivered or performed  | ●              |
| Line item unit of measure  | ●              |
| Item price   | ●              |
| Extended pricing   | ●              |
| Discount off list or catalog   | ●              |
| Taxes <i>(as a separate invoice line item)</i>                           | ●              |
| Upcharge shipping/freight, etc. <i>(as a separate invoice line item)</i> | Materials only |
| Total invoice amount due   | ●              |
|  |                |

- 4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:
1. Materials or Services that have not been authorized on an acknowledged Order;
  2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or
  3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed.
- 4.4 PRE-INVOICE REVIEW. Shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.
- 4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process provided or required by the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.
- 4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.
- 4.6.1 The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.
  - 4.6.2 Invoices will be deemed automatically rejected upon delivery if they:
    - (a) are sent to an incorrect address;
    - (b) do not reference the correct State contract number; or
    - (c) are payable to any Person other than the Contractor.
  - 4.6.3 The ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

## 5.0 Payments

- 5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions



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- 5.2 **JOINT CHECKS OR DIRECT PAY.** applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 5.3 **RECOVERY OF OVER-PAYMENT.** If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.
- 5.4 **PAYMENTS TO SUBCONTRACTORS.** Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.
- 5.5 **PURCHASING CARD.** Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.
- 5.6 **AUTOMATED CLEARING HOUSE.** Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, 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>

End of Section 2-B



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## SECTION 2-C: 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 Acceptance** "Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
- 1.2 Accepted Offer** If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.  
If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.  
If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
- 1.3 Arizona Procurement Code; A.R.S.; A.A.C.** "Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.
- 1.4 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>.
- 1.5 Attachment** "Attachment" means any item that:
  1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);
  2. was attached to an Offer when submitted; and
  3. was included in the Accepted Offer.
- 1.6 Pricing Document** "Pricing Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
- 1.7 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.
- 1.8 Contract Terms and Conditions** "Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
- 1.9 Contractor** "Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
- 1.10 Contractor Indemnitor** "Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
- 1.11 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



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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.

- 1.12 Eligible Agency** If the Special Terms and Conditions indicates that the Contract is a “single-agency” contract, then “Eligible Agency” means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a “statewide” contract, then “Eligible Agency” means any State of Arizona department, agency, university, commission, or board.
- 1.13 Indemnified Basic Claims** “Indemnified Basic Claims” means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.
- 1.14 Instructions to Offerors** “Instructions to Offerors” is Section 3-a of Part 3 of the Solicitation Documents.
- 1.15 Order** “Order” means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an “Order”:
  1. “Release” or “Release Purchase Order” in The State’s e-Procurement System;
  2. “task order”, “service order,” or “job order” when a Release Purchase Order for Services has already been committed in The State’s e-Procurement System; or
  3. “purchase order” for buying by Co-Op Buyers, if co-op buying applies.
- 1.16 The State’s e-Procurement System** “The State’s e-Procurement 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, The State’s e-Procurement System – 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>
- 1.17 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 of Eligible Agency or Co-Op Buyer who has issued the Order.
- 1.18 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.
- 1.19 Subcontractor** “Subcontractor” has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, 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. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.
- 1.20 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



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Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

## 2.0 Contract Interpretation

### 2.1 Usage

Where the Contract:

1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
2. 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 State 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: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
3. 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.
4. 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;
5. 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
6. 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.

### 2.2 Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, 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.

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, 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) Contract Amendments;
- (b) the final Solicitation Documents, in the order:
  - (1) Special Terms and Conditions;
  - (2) Exhibits to the Special Terms and Conditions;
  - (3) Uniform Terms and Conditions;
  - (4) Scope of Work;



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- (5) Exhibits to the Scope of Work;
- (6) Pricing Document;
- (7) Exhibits to the Pricing Document;
- (8) Specifications; and
- (9) any other documents referenced or included in the Solicitation;
- (c) Orders, in reverse chronological order; and
- (d) Accepted Offer.

ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

### 2.3 Independent Contractor

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 as being 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.

### 2.4 Complete Integration

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as 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.

## 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 **twelve (12) months unless canceled, terminated, or permissibly extended.**

### 3.2 Contract Extensions

State 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 maximum aggregate term of five (5) years.

### 3.3 Notices and Correspondence

3.3.1 TO CONTRACTOR. State shall:

- (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 The State's e-Procurement System Vendor Profile; and
- (b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 TO STATE. Contractor shall :

- (a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the The State's e-Procurement System Summary for State; and
- (b) address any required notices to State to Procurement Officer identified as "Purchaser" in the State's e-Procurement System Summary at the following mailing address:

Arizona Department of Administration  
 State Procurement Office  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

3.3.3 CHANGES. State may change the designated Procurement Officer, update contact



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information, or change the applicable mailing address by Contract Amendment.

**3.4 Signing of Contract Amendments**

Contractor’s counter-signature – or “approval” in The State’s e-Procurement System, in the case of an amendment – is not required to give effect if the Contract Amendment only covers either:

1. extension of the term of the Contract within the maximum aggregate term;
2. revision to Procurement Officer appointment or contact information; or
3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in (1), (2), and (3) above, both parties’ signature – or “approval” in The State’s e-Procurement System, in the case of an Amendment – are required to give it effect.

**3.5 Click-Through Terms and Conditions**

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 Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State 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 State 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 State 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.

**3.6 Books and Records**

- 3.6.1 **RETAIN RECORDS.** By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each 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.
- 3.6.2 **RIGHT TO AUDIT.** The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each 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 State during that period.
- 3.6.3 **AUDITING.** Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State’s demand, the choice of which being at State’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.

**3.7 Contractor Licenses**

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

**3.8 Inspection and Testing**

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor’s or Subcontractors’ plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) 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 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 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.

**3.9 Ownership of Intellectual**

3.9.1 **RIGHTS IN WORK PRODUCT.** All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual



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## Property

copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor’s administrative communications and records relating to the Contract, are considered work product and Contractor’s property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

(a) “Government Purpose Rights” are:

- i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
- ii. the right to release or disclose that work product to third parties for any State government purpose; and
- iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

(b) “Government Purpose Rights” do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.9.2 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.

3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

- (a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;
- (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 product; and
- (c) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor’s or its affiliates’ ownership of such pre-existing materials.

3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.

## 3.10 Subcontracts

3.10.1 INITIAL LIST. At the time of Contract execution, Contractor’s candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [*Proposed Subcontractors*]. Agreeing to them being included in the Accepted Offer signified Procurement Officer’s advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer’s written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C 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), 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





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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.

3.10.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

**3.11 Offshore Performance of Certain Work Prohibited**

Contractor shall only perform those portions of the Services that directly serve State 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 Scope of Work, 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 Subcontractors at all tiers.

**3.12 Orders**

3.12.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.

3.12.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.

3.12.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in The State's e-Procurement System as something other than a "Master/ Blanket" type.

3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

**3.13 Statewide Contract Provisions**

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.



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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/procurement-services/cooperative-procurement/state-purchasing-cooperative>
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. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees 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. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:  
<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>
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 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>
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. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 [*Orders are Obligatory*]. 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 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.
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.

### 3.14 Multiple-Use Provisions

Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in The State's e-Procurement System. Orders issued by



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Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.
2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.
3. As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
4. As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under (3) and (4) above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

### 3.15 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

### 3.16 Work on State Premises

3.16.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State'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. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.16.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset].

## 4.0 Costs and Payments

### 4.1 Payments

4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in



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the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State's e-Procurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.

## 4.2 Applicable Taxes

4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

4.2.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, 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. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2 TAX INDEMNITY. Contractor shall hold State 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.

## 5.0 Contract Changes

### 5.1 Contract Amendments

The Contract is issued for State 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. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

### 5.2 Assignment and Delegation

5.2.1 IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 IN PART. Subject to paragraph 3.10 [*Subcontracts*] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

## 6.0 Risk and Liability

### 6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are



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within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

## 6.2 Contractor Insurance

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 State of Arizona 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, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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

### 1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage personal injury 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.

### 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. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities and its 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, leased, 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



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losses arising from work performed by or on behalf of the Contractor.

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

|                            |             |
|----------------------------|-------------|
| Workers' Compensation..... | Statutory   |
| 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 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/Independent Contractor).

### 4. Technology Errors & Omissions Insurance – Required as applicable to the services provided.

|                  |              |
|------------------|--------------|
| Each Claim       | \$ 2,000,000 |
| Annual Aggregate | \$ 2,000,000 |

- a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- b. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.
- c. In the event that the Tech E&O 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, 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.
- d. Technology Errors and Omissions insurance coverage shall only be required from each Contractor or subcontractor who is providing one of the following Training Delivery Formats:
  - 1. Computer Based training (CBT) and/or
  - 2. E-Learning (E).

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

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

**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 Procurement Office.

**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 not



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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.

**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.

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.

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.

All such certificates required by this Contract shall be sent directly to the Arizona State Procurement Office. 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, certified copies of all insurance policies required by this Contract at any time.

**SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as insured 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 this contract, proof from the Contractor that its subcontractors have the required coverage.

**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.

**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.

## 6.3 Indemnification

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 judgement 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, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board,



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commission or university of the State of Arizona.

## 6.4 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees 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:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

## 6.5 Force Majeure

- 6.5.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. 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 7.66 [*Performance in Public Health Emergency*], declared public health emergencies. 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, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
- 6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, 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 notify 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.
- 6.5.3 EXCUSABLE DELAY 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 if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- 6.5.4 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.





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**6.6 Third Party Antitrust Violations**

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

**7.0 Warranties**

**7.1 Conformity to Requirements**

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

**7.2 Contractor Personnel**

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. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

**7.3 Intellectual Property**

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 Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

**7.4 Licenses and Permits**

Contractor warrants that it will maintain all licenses required under paragraph 3.7 [*Contractor Licenses*] and all required permits valid and in force.

**7.5 Operational Continuity**

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [*Assignment and Delegation*] that expressly recognizes the event.

**7.6 Performance in Public Health Emergency**

Contractor warrants that it will:

1. 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: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on 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.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and 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.

**7.7 Lobbying**

7.7.1 PROHIBITION.

(a) Contractor warrants that:

- i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S.



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§ 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain 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

ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.7.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

**7.8 Survival of Warranties**

All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

**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**

**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 rules adopted thereunder, including judicial review under A.R.S. § 12-1518.

**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.

**11.0 General Provisions for Materials**

**11.1 Applicability**

Article 11 applies to the extent the Work is or includes Materials.

**11.2 Off-Contract Materials**

Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders, State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.

**11.3 Compensation for Late Deliveries**

Contractor shall have clear, published policies in place regarding late delivery, order cancellation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them

**11.4 Indicate Shipping Costs on Order**

Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is



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included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one)

**11.5 Current Products**

Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract

**11.6 Maintain Comprehensive Selection**

Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.

**11.7 Additional Products**

State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products

**11.8 Discontinued Products**

If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph **Error! Reference source not found.**)

Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.

**11.8 Forced Substitutes**

In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product.

**11.10 Recalls**

Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall

11.11.1 PRICING. Unless stated otherwise in the Commercial Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of



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manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.o.b. Origin, Contractor's Facility" under [FAR 52.247-30](#)

## 11.11 Delivery

11.11.2 LIABILITY. Unless stated otherwise in the Commercial Document or an Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under [FAR 52.247-35](#).

11.11.3 PAYMENT. Unless stated otherwise in the Commercial Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately

Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically

## 11.12 Delivery Time

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and

## 11.13 Delivery Locations

4. if the Contract is for unrestricted statewide use, then:
  - i. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;
  - b) If a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,
  - c) if the Commercial Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

## 11.14 Conditions at Delivery Location

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State 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



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directly or by reference to another document, standard, reference specification, etc. Contractor shall 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. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

Contractor shall, at no additional 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

## 11.15 Materials Acceptance

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.
3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State 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 State's part.

## 11.16 Correcting Defects

State 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 thirty (30) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State 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 Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

## 11.17 Returns

1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus one (1) additional business day
2. reimburse Contractor for:
  - (a) its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day;
  - (b) the cost of any obligations it incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day that demonstrably cannot be canceled, or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and,
3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice

## 11.18 Order Cancellation

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order



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Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant

Contractor shall timely provide State 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 State to comply with regulations when it or its other 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 State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, 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: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup

## 12.0 General Provisions for Services

### 12.1 Applicability

Article 12 applies to the extent the Work is or includes Services.

### 12.2 Comprehensive Services Offering

Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.

### 12.3 Additional Services

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

### 12.4 Off-Contract Services

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

### 12.5 Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.



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## 12.6 Transitions

During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors 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. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition. State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

## 12.7 Accuracy of Work

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

## 12.8 Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, 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. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

## 12.9 Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

## 12.10 Corrective Action Required

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, 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 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.

1. Contractor shall provide to State 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).
2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.



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## 13.0 Data and Information Handling

### 13.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State’s proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State’s behest.

### 13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State’s proprietary and sensitive data is protected from unauthorized access and information obtained from State 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 Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State’s confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) 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 State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State’s designated representative.

### 13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information (“PII”) belonging to State’s employees’ or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. 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*; and
2. “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) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

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>

NOTE (2): For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

### 13.4 Protected Health Information

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:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the “Privacy Rule” in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996; (b) 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 (c) State’s





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current and published PHI/ePHI privacy and security policies and procedures;

2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) 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 Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. § 41-3501(6) 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 Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

### 14.3 Information Access

14.3.1 SYSTEM MEASURES. 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.

14.3.2 INDIVIDUAL MEASURES. 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. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

14.3.3 ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by 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. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

### 14.4 Pass-Through Indemnity

14.4.1 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, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State 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 Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through



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Indemnity does not.

14.4.2 NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, 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:

- (a) State reserves the right to elect to participate in the action at its own expense;
- (b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and
- (c) State shall in any case cooperate in the defense and any related settlement negotiations.

## 14.5 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 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.

## 14.6 Redress of Infringement.

14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:

- (a) replace any infringing items with non-infringing ones;
- (b) obtain for State the right to continue using the infringing items; or
- (c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

- (a) for any software created for State under the Contract, the amount State paid to Contractor for creating it;
- (b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
- (c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

14.6.3 EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

- (a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;
- (b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or
- (c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

## 14.7 First Party Liability Limitation

14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the



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claim.

14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:

- (a) Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;
- (b) claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or
- (c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.7.2 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 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments 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.

14.7.3 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 Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

## 14.8 Information Technology Warranty

14.8.1 SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

- (a) modified or altered by anyone not authorized by Contractor to do so;
- (b) maintained in a way inconsistent to any applicable manufacturer recommendations; or
- (c) operated in a manner not within its intended use or environment.

14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

- (a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;
- (b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and
- (c) it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

14.8.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

## 14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For



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clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

### 14.10 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.

### 14.11 Cloud Applications

The following are required for 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.
2. 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.
3. 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 Section 2-B



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## SECTION 2-D:

# Uniform Terms and Conditions

Version: 9 (7/1/2013)

## 1.0 Definition of Terms

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

- 1.1 Attachment** "Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.
- 1.2 Contract** "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** "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** "Contractor" means any Person who has a Contract with the State.
- 1.5 Days** "Days" means calendar days unless otherwise specified.
- 1.6 Exhibit** "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 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.
- 1.8 Materials** "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** "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** "Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... 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 paragraph 1.8.
- 1.11 State** "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.12 State Fiscal Year** "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.13 Subcontract** "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.

## 2.0 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.



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- 2.2 Implied 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:
  - 2.3.1. Special Terms and Conditions;
  - 2.3.2. Uniform Terms and Conditions;
  - 2.3.3. Statement or Scope of Work;
  - 2.3.4. Specifications;
  - 2.3.5. Attachments;
  - 2.3.6. Exhibits;
  - 2.3.7. 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.

## 3.0 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 noncompliance 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



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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.

## 4.0 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



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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 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

## 5.0 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.

## 6.0 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





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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.

## 7.0 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;



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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 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.

## 8.0 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.



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## 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.

## 9.0 Contract Termination

### 9.1 Cancellation for Conflict of Interests

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

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up



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**Performance Through Termination**

to the date of termination, as directed in the termination notice.

10.0 Contract Claims

**10.1 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.

11.0 Arbitration

**11.1 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).

12.0 Comments Welcome

**12.1 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.

End of Section 2-D

End of Part 2



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## Section 3-A: Instructions to Offerors

### 1.0 Definition of Terms

As used in these Instructions to Offerors, the terms listed below are defined as follows:

- 1.1 Arizona Procurement Code; A.R.S.; A.A.C.** “Arizona Procurement Code” means, collectively, Title 41 Chapter 23, *et. sequitur*, in the Arizona Revised Statutes (abbreviated “A.R.S.”) and administrative rules R2-7-101 *et. sequitur* in the Arizona Administrative Code (abbreviated “A.A.C.”).  
NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation Documents, therefore, you will need to be familiar with its provisions to be able to understand the Solicitation Documents fully.  
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/ArizonaRevisedStatutes.asp>  
The Office of the Arizona Secretary of State provides the official A.A.C. online at:  
<http://www.azsos.gov/rules/arizona-administrative-code>
- 1.2 Clarifications** “Clarifications” means, per A.A.C. R2-7-C313, communications between the Procurement Officer and Offeror for the purpose of providing a greater mutual understanding of the Offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information.
- 1.3 Contract** “Contract” is defined in paragraph 1.2 of the Uniform Terms and Conditions.
- 1.4 Contract Amendment** “Contract Amendment” is defined in paragraph 1.3 of the Uniform Terms and Conditions.
- 1.5 Contract Terms and Conditions** “Contract Terms and Conditions” is defined in paragraph 1.8 of the Special Terms and Conditions.
- 1.6 Contractor** “Contractor” is defined in paragraph 1.4 of the Uniform Terms and Conditions.
- 1.7 Evaluation** “Evaluation” means, per A.A.C. R2-7-316, the process whereby the Procurement Officer will determine which Responsive offers, revised offers, and best and final offers are the most advantageous to State taking into consideration the evaluation factors set forth in the Solicitation Documents.
- 1.8 Negotiation** “Negotiation” means, per A.A.C. R2-7-101(32), an exchange or series of exchanges between State and an offeror for the purposes set forth in A.A.C. R2-7-C314.
- 1.9 Not Susceptible for Award** “Not Susceptible for Award” means, per A.A.C. R2-7-C311, that the relevant offer has been determined by the Procurement Officer to fail one or more of the tests and comparisons set forth therein. NOTE: A determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.



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**1.10 Offer:  
Initial Offer;  
Revised Offer;  
Best and Final  
Offer (BAFO)**

“Initial Offer” means, per A.A.C. R2-7-101(33), Offeror’s proposal submitted to State in response to the Solicitation, as initially submitted.

“Revised Offer” means any revised versions of the Initial Offer that Offeror has submitted to State at State’s request as permitted under A.A.C. R2-7-C314 and R2-7-C315.

“Best and Final Offer” (“BAFO”) means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror’s most favorable terms for price, service, and products to be delivered.

Reference to “an Offer,” “the Offer,” or “your Offer” means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.

**1.11 Offeror**

“Offeror” is the Person submitting an Offer; instructions addressed to “you” and references to “your” items are to be construed as being synonymous with “Offeror” and “Offeror’s” throughout these Instructions to Offerors.

**1.12 Pricing Document**

“Pricing Document” means Section 2-B of the Solicitation Documents. Also known as Pricing Document as defined in the Special Terms and Conditions.

**1.13 The State’s e-Procurement System**

“The State’s e-Procurement System” is defined in paragraph 1.16 of the Special Terms and Conditions.

**1.14 Procurement Officer**

“Procurement Officer” means the person, or his or her designee, who has been duly authorized by State to administer the Solicitation and make written determinations with respect to the Solicitation. The Procurement Officer is identified in The State’s e-Procurement System.

**1.15 Solicitation**

“Solicitation” means this procurement solicitation, which State is issuing as either:

1. an invitation for bids (“IFB”) under A.R.S. § 41-2533;
2. a request for proposals (“RFP”) under A.R.S. § 41-2534;
3. a request for quotations (“RFQ”) under A.R.S. § 41-2535; or
4. a request for qualifications under A.R.S. §41-2558.

Refer to the Solicitation Summary for which of the foregoing is this Solicitation.

**1.16 Solicitation Amendment**

“Solicitation Amendment” means, per A.A.C. R2-7-303, a change to the Solicitation that has been issued by Procurement Officer.

**1.17 Solicitation Summary**

“Solicitation Summary” means Section 1 of the Solicitation Documents.

**1.18 State**

“State” is defined in paragraph 1.11 of the Uniform Terms and Conditions.

**1.19 Subcontract**

“Subcontract” is defined in paragraph 1.13 of the Uniform Terms and Conditions.

**1.20 Subcontractor**

“Subcontractor” is defined in paragraph 1.19 of the Special Terms and Conditions.



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## 2.0 Solicitation Inquiries

- 2.1 Duty to Examine** Examine the entire Solicitation, obtain clarification in writing for any questions or concerns by submitting inquiries, then examine your Offer thoroughly and carefully for completeness and accuracy before submitting it. Lack of care in preparing an Offer will not be grounds for modifying or withdrawing it after the due date and time.
- 2.2 State Contact Person** Direct all inquiries related to the Solicitation to Procurement Officer, including requests for or inquiries regarding standards referenced in the Solicitation. Apart from the State's e-Procurement System Help Desk, do not contact any State personnel other than Procurement Officer concerning the Solicitation while it is in progress, through and including award.
- 2.3 Submission of Inquiries** Submit all inquiries related to the Solicitation in The State's e-Procurement System. The Procurement Officer will not respond to inquiries received in any other manner.
1. Submit technical inquiries about navigating and/or submitting proposals in the State's e-Procurement System to the State's e-Procurement System Help Desk:
    - by phone at (602) 542-7600, option2; or
    - by email to <https://app@azdoa.gov>.
  2. Submit all other inquiries about the Solicitation using the **"Discussions with Buyer" tab in the State's e-Procurement System**. Always refer to the appropriate Solicitation document by page and paragraph number. Except for technical inquiries about navigating and/or submitting proposals in the State's e-Procurement system, the State is not responsible for responding to any inquiries submitted **less than three (3) business days before the Bid/Offer due date and time**.
- 2.4 Timeliness** Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least three (3) days before the Bid/Offer due date and time 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 Verbal or Email Responses** An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 2.6 Solicitation Amendments** Only a Solicitation Amendment issued in The State's e-Procurement System can change the Solicitation.
- 2.7 Pre-Offer Conference** No Pre-Offer Conference will be held for this solicitation.

## 3.0 Offer Preparation

- 3.1 Online Documents** The Solicitation Documents are only provided online in The State's e-Procurement System; State will not provide any printed copies or other formats.
- 3.2 Electronic Submissions** When submitting an Offer, only include files that are Microsoft Word documents, Excel workbooks, or PowerPoint presentations and Adobe Acrobat documents. Obtain advance approval before submitting files in any other format.
- 3.3 Deviations in Offer** When submitting an Offer, clearly indicate in writing any deviations from the Specifications or other Solicitation technical requirements documents. Any un-identified





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deviation will be deemed void upon submission.

NOTE: Deviations are technical exceptions of a significant but not material nature, typically having to do with part/model numbers, details of attachments, mountings, clearances, internal configurations, etc., and are not to be confused with the material exceptions covered in paragraph 3.5.

- 3.4 Evidence of Intent** Every one of your Offer submissions (**e.g. initial submission and any subsequent re-submission**) must contain Attachment 1 [Offer and Acceptance Form] with a signature by your duly authorized officer, executive, principal, or agent. The signature will be deemed to signify your intent to be bound by that Offer and the terms of the Solicitation, and your representation that the information you have provided in that Offer is true and accurate.
- 3.5 Exceptions to Solicitation Documents** If you are submitting an Offer conditioned on exceptions to the Solicitation Documents, indicate "NO" on Attachment 5-B [Conformance Statement] and provide the required justification. Any exceptions taken elsewhere in an Offer or any of your preprinted or standard terms will be void in that Offer and without force or effect in any resulting contract.
- 3.6 Insurance and Bonds** Provide the evidence of insurance availability, evidence of insurance in place, evidence of bonding capacity, bonds in hand, or other security that are called for in Attachment 5-C [Insurance and Bonding Evidence].  
If you intend to withhold or redact any element of your evidence of insurance policy compliance required by Section 6.2 of the Special Terms and Conditions [Contractor Insurance Requirements] on the grounds that it is confidential information, then **you must claim it as such and submit the necessary substantiated justification with each Offer using Attachment 5-A [Designation of Confidential Information] and as per Instruction 4.7 Confidential Documents below.**  
Unless Procurement Officer has determined that your evidence documentation, or some or all your insurance program, is confidential information under paragraph 4.7, refusing after contract award to provide the complete, un-redacted copies of policies as called for in that exhibit will be a material breach of the Contract.
- 3.7 Identification of Taxes in Offer** State is subject to Arizona Transaction Privilege Tax as well as certain local sales/use taxes, as described in the Contract Terms and Conditions.
- 3.8 Excise Tax** State is exempt from certain federal excise tax on manufactured goods; State will provide the necessary exemption certificates as evidence to the extent exemption applies to the Work.
- 3.9 Tax Identification** You must provide to State your federal employer identification number or social security number for the purposes of reporting monies paid under the Contract to appropriate taxing authorities. The submission is mandatory under 26 U.S.C. §6041A. If the identifier provided is a social security number, State shall only use it for tax reporting purposes and only share it with appropriate government officials.
- 3.10 Disclosure** If you are submitting an Offer despite having 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, then you must provide with that Offer the name and address of the governmental unit, the effective date, duration, and circumstances of the suspension, debarment, or other preclusion, and your justification for State to consider the Offer



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despite the suspension, debarment, or other preclusion. Include in your disclosure any suspension, debarment, or other preclusion that is pending, but indicate that it is pending.

**3.11 Federal Immigration Laws**

By signing an Offer, you will be deemed to have represented that both you and all your proposed subcontractors are in compliance with federal immigration laws and regulations relating to the immigration status of their personnel. State may, at its discretion, demand evidence of compliance during Evaluation, which you must provide promptly. Not providing the evidence will be grounds for Procurement Officer to determine that the Offer is Not Susceptible for Award.

**3.12 Cost of Offer Preparation**

State will not reimburse to you or any of your prospective subcontractors, suppliers, or consultants any costs associated with responding to the Solicitation.

**3.13 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. Offerors shall declare all anticipated offshore services in the proposal.

## 4.0 Submission of Offer

**4.1 Required Offer Content**

**INITIAL SUBMISSION:**

Submit all of the Initial Offer content called for in Section 3-B: Offer Forms (Attachments).

**BEST and FINAL OFFER**

Best and Final Offer (BAFO) must contain all of the Attachments indicated in the applicable Procurement Officer request for a Submitted Offer. Make revisions in response to the negotiations / discussions and the Procurement Officer's Request for Best and Final Offer in all applicable documents and pricing grid in the State's e-procurement system.

**4.2 Attachment Forms**

If an Attachment indicates that a "Form" is being provided for an Attachment, then the Solicitation includes the required form and format for submitting the Attachment. No other form or format will be accepted, and your Offer can be determined to be Not Susceptible for Award if you submit an unofficial form.

If, however, the Solicitation Documents indicate that you are allowed to attach additional documents regarding a particular question or line item, then doing so will be acceptable so long as the filled-out Attachment clearly states "**See Attachment X Supplement (#1 of 2)**", etc., and the additional document is clearly marked as "**Attachment X Supplement (#1 of 2)**," etc.

**NOTE (1):** Each Form has a blank space to list your Attachment Supplements.

**NOTE (2):** You must upload each such "additional" document as an individual file and name the file to match the document title.

**NOTE (3):** Do not include non-specific marketing materials in an Offer. If something is not specifically called for, then including it will not be helpful during Evaluation, and



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might in fact be grounds for down-grading if it does not address your experience and capacity to carry out the work for this Solicitation.

#### 4.3 Pricing

Pricing must be shown in the EXCEL document titled as follows:  
Attachment 4 Pricing

#### 4.4 Submission

**Submit each Offer online in The State's e-Procurement System before the "Bid Opening Date" indicated for the "Solicitation No."** State will not consider a proposal submitted by any other method other than The State's e-Procurement System, and it will be deemed void upon submission. **By A.A.C. R2-7-C307, State will not consider later offers.** State will give no extension or grace period for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in The State's e-Procurement System. If your proposal is not submitted correctly, completely, and in conformance to these Instructions herein, then Procurement Officer may determine it Not Susceptible for Award.

NOTE: Using the State's e-Procurement System requires a certain level of technical competency; select your staff to submit proposals and handle other Solicitation general matters in The State's e-Procurement System carefully, since the State's e-Procurement System Help Desk cannot do any of the required actions for you.

#### 4.5 Solicitation Amendments

**Acknowledge each Solicitation Amendment in The State's e-Procurement System.** By A.A.C. R2-7-C303(C), you must acknowledge every Solicitation Amendment issued as of the due date and time for an Offer to be Responsive. To be Responsive you must submit or re-submit your offer. If you have submitted your proposal early, you must be alert for subsequent Solicitation Amendments if one is issued after your submission but before Bid/Offer due date and time, then the Procurement Officer may determine the Offer to be Not Responsive if you have not acknowledged it.

#### 4.6 Amending or Withdrawing

You cannot amend or withdraw a submitted proposal after the Bid/Offer due date and time unless expressly permitted under applicable law.

#### 4.7 Confidential Information

If you believe that a portion of your Offer (or a protest or other correspondence) contains a trade secret or other manner of your proprietary information, you must:

1. indicate on Attachment 5-A [Designation of Confidential Information] that your proposal contains such claimed confidential information; and
2. designate clearly throughout the Offer each instance of that trade secret or other proprietary information in the other portions of your proposal using the term "confidential."

**Simply indicating that the proposal contains confidential information is not sufficient to claim the protections under A.A.C. R2-7-C317** – Attachment 5-A must be accompanied by a **detailed explanation** as to why **each item or category of items** in the proposal should be designated confidential information.

**Submit Confidential Information/Documentation as a Supplement(s) to Section 5-A. DO NOT incorporate information you are requesting to be determined as Confidential in any other section of your response. If the Confidential information is to be responsive to another Section/Question, simply provide a statement providing the Section 5-A Supplement Title to be reviewed by the Evaluators.**



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Procurement Officer shall review your claim of confidentiality and provide a written determination; until a written determination has been made, Procurement Officer shall not disclose the claimed information to anyone who does not have a legitimate State interest. If Procurement Officer denies the claim of confidentiality, you may appeal the determination to the State Procurement Administrator within the time specified in the determination.

NOTE: Contract terms and conditions, pricing, and information generally available to the public are not and will not be designated confidential information.

#### 4.8 Public Record

Once submitted and opened by Procurement Officer, your Offer is a public record and must be retained by State for 6 (six) years. All offers will be available for public inspection in the State's e-Procurement System after the resulting contracts have been awarded, except for any portions that were determined to be confidential information. Procurement Officer shall make the names of Persons who submitted offers available in The State's e-Procurement System promptly after the opening date.

#### 4.9 Offeror Certification

By signing the Offer and Acceptance Form (or other official contract form specified by Procurement Officer), you will be deemed to have certified that:

1. you did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of your Offer; and
2. you do not discriminate against any employee or applicant for employment or person to whom you provide services because of race, color, religion, sex, national origin, or disability, and that you comply with an applicable federal, state, and local laws and executive orders regarding employment.

## 5.0 Responsibility; Responsiveness and Acceptability

#### 5.1 Responsibility

In accordance with A.R.S. 41-2534(G), A.A.C. R27-C312 and R2-7-C316, the State shall consider the following in determining Offeror's responsibility, as well, as the responsiveness and acceptability of their proposals. The State will consider, but is not limited to, the following in determining an Offeror's responsibility as well as susceptibility to 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;
4. Legally qualified includes if the vendor or if 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.
5. Whether the Offeror promptly supplied all requested information concerning its responsibility;
6. 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



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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, signed 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;

7. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation and its Amendments, including the documents incorporated by reference;
8. Whether the Offer limits the rights of the State;
9. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State or necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
10. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
11. Whether the Offeror provides misleading or inaccurate information.

## 5.2 Responsiveness and Acceptability

Proposals that do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components may not be considered responsive and/or acceptable. Necessary components include an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.

Proposal Content. The Offeror shall make a firm commitment to provide services as required and proposed.

- The material contained in the Offer shall be relevant to the service requirements stated in the solicitation.
- It is to be submitted in a sequence that reflects the scope of work section of this document.
- It is to include information relevant to the designated evaluation criteria.
- Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.

## 5.3 Eligibility for Evaluation and Negotiation

If Procurement Officer determines an offeror is Not Responsible, then he or she is not permitted by A.A.C. R2-7-C314 to give further consideration to its offer or include it in any Negotiation or make Evaluation of its offer. If, however, Procurement Officer determines that an offer is Responsive (i.e., there is no applicable determination of Not Susceptible for Award), then he or she is obliged by A.A.C. R2-7-C314 to make Evaluation of it and include the offeror in the immediate round of Negotiation (if there is any Negotiation).

If Procurement Officer determines subsequently that your Revised Offer is Not Susceptible for Award by virtue of comparison to other revised offers per A.A.C. R2-7-C314(A)(3), then he or she will not include you in any further Negotiation. For clarity of intent, the foregoing means that Procurement Officer may reduce the number of offers that are "susceptible for award" with each successive round of Negotiation, since the purpose of Negotiation is to achieve best value for State.



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## 6.0 Evaluation of Offers

- 6.1 Offer Validity Period** By submitting an Offer, you agree to hold it open for the validity period specified in the Solicitation Summary. If no validity period is specified therein, then you shall hold your Offer open for 180 (one hundred eighty) days. The specified or default validity period (whichever applies) re-starts upon submission of each Revised Offer or a Best and Final Offer.
- 6.2 Clarifications** Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.
- 6.3 Oral Presentations** The State may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.
- 6.4 Cost or Pricing Data** Submit any cost or pricing data promptly that Procurement Officer requests under A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2). Procurement Officer may make the following preconditions for eligibility and award:
1. submission of appropriate cost or pricing data under A.A.C. R2-7-704;
  2. determination that the submitted cost or pricing data demonstrates that pricing is fair and reasonable under A.A.C. R2-7-702(A); and,
  3. determination that the data is not defective under A.A.C. R2-7-705.
- 6.5 Evaluation Criteria** 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. The evaluation factors are listed in their relative order of importance.
- 6.5.1 Capacity of Offeror, Experience;
- 6.5.2 Methodology; and
- 6.5.3 Cost.
- 6.6 Negotiations** In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the Procurement Officer may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.
- Procurement Officer will request a best and final offer from any offerors with whom negotiation has been conducted, provided that, State may make award made without any Negotiation and therefore every offeror is forewarned to always submit its offer complete and on the most favorable terms initially, and not to assume any opportunity for Negotiation.
- 6.7 Financial Stability** You must be able to substantiate your financial stability to State's satisfaction as a precondition of any contract award. Procurement Officer may demand documentation such as current and audited financial statements, including income and balance sheets, directly from you or may obtain reports from independent financial rating services. Not



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providing the evidence will be grounds for Procurement Officer determining your Offer is Not Susceptible for Award.

- 6.8 Consideration of Exceptions** Procurement Officer may determine that your Offer is Not Susceptible for Award if it is conditioned on an exception to a material aspect of the Solicitation. Even if Procurement Officer determines that an exception is one that does not merit Not Susceptible for Award determination, he or she may down-grade your Offer in Evaluation if the exception is significant.
- 6.9 Consideration of Deviations** Procurement Officer may down-grade your Offer in Evaluation if it contains deviations that, in his or her determination, materially reduce the value to State of affected Materials or Services across the life-cycle thereof.
- 6.10 Consideration of Prompt Payment Discount** Procurement Officer may credit any proposed prompt payment discounts for the purpose of evaluating offer prices.
- 6.11 Consideration of Taxes** Procurement Officer shall not include Arizona Transaction Privilege Tax and other sales/use taxes for the purpose of evaluating offer prices.
- 6.12 Consideration of Cost** Regardless of the relative order assigned to cost in the Solicitation Summary, cost is an essential consideration in every award State makes; State's intent is always to obtain the best pricing available and it strives to make its evaluations be a straightforward comparison of best value between the responsible and responsive proposals as far as possible to the extent permissible under the Arizona Procurement Code.
- 6.13 Unit Price Prevails** In the case of discrepancy in your Offer between a unit price or rate and an extension of that unit price or rate, the unit price or rate will prevail.
- 6.14 Waiver and Rejection** Notwithstanding any other provision of the Solicitation Documents, State reserves the right to waive any minor informality, reject any or all offers or portions thereof or cancel the Solicitation.

## 7.0 Award of Contract

- 7.1 Best Advantage to State** Under A.A.C. R2-7-C317, contracts will be awarded to the responsible offeror(s) whose offer(s) is/are determined to be most advantageous to the State based on the stated evaluation criteria.
- 7.2 Number of Types of Awards** State may make multiple awards or to award contracts by individual line items or alternates, by group of line items or alternates, or to make an aggregate award, or regional awards, whichever is determined to be most advantageous to State.
- 7.3 Contract Inception** Your Offer does not constitute a contract nor does it confer any right on you to the award of a contract. A contract is not created until your Offer has been accepted for State by Procurement Officer's signature on the Offer and Acceptance Form. Notice of award or of intent to award will not constitute State's acceptance of your Offer.
- 7.4 Contract Document Consolidation** State may, at its option, consolidate the resulting contract documents after contract award. Examples of such consolidation are reorganizing Solicitation Documents and those components of the Accepted Offer not pertaining to the contract's operation and excluding any components of the Accepted Offer that were not awarded. Contract document consolidation will not, however, include or be construed to include any



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materially change the Solicitation or the Contract.

### 8.0 Solicitation or Award Protests

Any protest must comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder. Protests must be in writing and be filed with both Procurement Officer and the State Procurement Administrator. Protest of the Solicitation must be received before the Bid/Offer due date and time. Protest of a proposed award or of an award must be received within 10 (ten) days after Procurement Officer makes the procurement file available for public inspection. In either case, the protest must include:

1. the name, address, email address and telephone number of the interested party;
2. 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 being requested.

### 9.0 Comments Welcome

SEPARATELY AND APART FROM THIS SOLICITATION, The State Procurement Office periodically reviews these Instructions to Offerors and welcomes any comments the public may have.

Please submit your comments to:

State Procurement Administrator,  
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**End of Section 3-A**





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## Section 3-B: Offer Forms (Attachments)

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## Attachment 1 Offer and Acceptance Form

**SUBMISSION OF OFFER:** Undersigned hereby offers and agrees to provide Global Positioning System Receivers in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

|                              |  |         |  |         |  |         |
|------------------------------|--|---------|--|---------|--|---------|
| <b>Initial Offer:</b>        | 1. <input checked="" type="checkbox"/> |         |  |         |  |         |
|                              | date                                   | initial |  |         |  |         |
| <b>Revised Offers:</b>       | 2. <input checked="" type="checkbox"/> |         | 3. <input checked="" type="checkbox"/> |         | 4. <input checked="" type="checkbox"/> |         |
|                              | date #1                                | initial | date #1                                | initial | date #1                                | initial |
|                              | 5. <input checked="" type="checkbox"/> |         | 6. <input checked="" type="checkbox"/> |         | 7. <input checked="" type="checkbox"/> |         |
|                              | date #4                                | initial | date #5                                | initial | date #6                                | initial |
| <b>Best and Final Offer:</b> | 8. <input checked="" type="checkbox"/> |         |  |         |  |         |
|                              | date                                   | initial |  |         |  |         |

|                      |  |          |
|----------------------|--|----------|
| Offeror company name | Signature of person authorized to sign Offer | Initials |
|----------------------|--|----------|

|         |                        |
|---------|------------------------|
| Address | Printed name and title |
|---------|------------------------|

|                    |                        |
|--------------------|------------------------|
| City   State   ZIP | Contact name and title |
|--------------------|------------------------|

|                                     |                       |                      |
|-------------------------------------|-----------------------|----------------------|
| Federal tax identifier (EIN or SSN) | Contact Email Address | Contact phone number |
|-------------------------------------|-----------------------|----------------------|

**CERTIFICATION:** By signature in the above, Offeror certifies that it:

1. 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;
2. 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;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. 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 Procurement Officer.

**State's Contract No. is:**  **The effective date of the Contract is:**  **Contract awarded**   
Date Date

|                               |                      |
|-------------------------------|----------------------|
|                               |                      |
| Procurement Officer signature | Procurement Officer, |



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Attachment 2-A  
**Experience and Capacity Questionnaire**

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

**EXPERIENCE AND CAPACITY QUESTIONS:**

**Question 1: Company Profile**

The Offeror must include a narrative description of its organization. The narrative must include the following:

- 1.1 Brief overview of business operations, with an emphasis on experience providing GPS Receiver goods/services.
- 1.2 Date established;
- 1.3 Ownership (public, partnership, subsidiary, etc.);
- 1.4 Location in which the Offeror is incorporated;
- 1.5 Address of "Main Office" (e.g. Corporate Headquarters and any satellite offices responsible for performance of proposed tasks);
- 1.6 Offeror's organizational chart relevant to the Contract, specifically identifying the key point of contact for all questions related to the submitted offer;
- 1.7 Full disclosure of any potential conflict of interest between the Offeror and any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the Contract;
- 1.8 A Statement of whether, in the last five (5) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details and current status;
- 1.9 A Statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP;
- 1.10 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation that may have a material impact on Offeror's ability to deliver the contracted services;
- 1.11 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation with a Public sector client;
- 1.12 Full disclosure of any Public Sector contracts terminated for cause or convenience in the past five (5) years; and,



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- 1.13 Full disclosure of any criminal or civil offense.
- 1.14 Offeror shall provide evidence of any Arizona required business license to provide these services.
- 1.15 Offeror shall provide copies of any professional or industry certifications that represent the services detailed in this RFP.

**Offeror Response:**

[Click here to enter your response.](#)

**Question 2: Company Experience**

- A. What market(s) are your current clients primarily in?
- B. What experience do you have serving clients in Business Markets within the State of Arizona?
- C. What is the range in size of your current clients?
- D. Provide two (2) examples that exhibit your experience with different types and sizes of related services for clients?
- E. How long have you provided services to your longest tenured client?
- F. Why did your last three former clients cancel their contracts?
- G. With what relevant trade and/or professional associations are you involved? How does this participation give you an advantage over your competition?

**Offeror Response:**

[Click here to enter your response.](#)

**Question 3: Financial/Accounting Information**

Offeror must provide evidence of financial stability and capability to fund all costs associated with providing the services throughout the term of the Contract. The latest two (2) years audited annual financial statements including Total Revenue, Net Income, and Total Assets must be submitted with the Offeror's proposal. If audited financial data is unavailable, explain in full the reason, and provide the latest non-audited financial information to include Balance Sheet, Income Statement, as well as Statements of Cash flows and Change in Financial Position. Include information to attest to the accuracy of the information provided.

Offeror shall provide information regarding any irregularities that were discovered in any accounts maintained by the Offeror on behalf of others. Describe the circumstances and disposition of the irregularities.

**Offeror Response:**

[Click here to enter your response.](#)

**Question 4: Proposed Project Members and Organization**

Utilize Attachment 3-B to identify Key Personnel to be utilized to perform services within a resultant contract.

*In addition, also state the Members related experience with large local, state or federal government agencies.*



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**Offeror Response:**

[Click here to enter your response.](#)

**Question 5: Subcontractors**

Utilize Attachment 3-C to identify Proposed Subcontractors to be utilized to perform services within a resultant contract.

**Offeror Response:**

[Click here to enter your response.](#)

**Question 6: Submit copies of all applicable certificates and licenses that support Offeror's ability to provide the goods or services being proposed.**

**Offeror Response:**

[Click here to enter your response.](#)



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## EXPERIENCE REFERENCES:

The State intends to conduct reference checks for account referenced provided by Offerors. It may, at its sole discretion contact additional clients not presented as references.

Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this RFP. At least one (1) of the projects referenced must be Arizona government related.

***All assignments shall be for assignments received and completed within the last five (5) years.***

| 1  | Client Company/Address | Contact       | Begin Date | End Date |
|--|------------------------|---------------|------------|----------|
| x  |                        | x             | x          | x        |
|  | Phone Number           | Email Address |            |          |
| x  |                        | x             |            |          |
| Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones) |                        |               |            |          |
| x  |                        |               |            |          |
| List job positions provided and technologies utilized to supplement services.  |                        |               |            |          |
| x  |                        |               |            |          |

| 2  | Client Company/Address | Contact       | Begin Date | End Date |
|--|------------------------|---------------|------------|----------|
| x  |                        | x             | x          | x        |
|  | Phone Number           | Email Address |            |          |
| x  |                        | x             |            |          |
| Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones) |                        |               |            |          |
| x  |                        |               |            |          |
| List job positions provided and technologies utilized to supplement services.  |                        |               |            |          |
| x  |                        |               |            |          |



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| <b>3</b>  | Client Company/Address | Contact                             | Begin Date                          | End Date                            |
|---|------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/>   |                        | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
|   | Phone Number           | Email Address                       |                                     |                                     |
| <input checked="" type="checkbox"/>   |                        | <input checked="" type="checkbox"/> |                                     |                                     |
| Event Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones) |                        |                                     |                                     |                                     |
| <input checked="" type="checkbox"/>   |                        |                                     |                                     |                                     |
| List job positions provided and technologies utilized to supplement services.                                       |                        |                                     |                                     |                                     |
| <input checked="" type="checkbox"/>   |                        |                                     |                                     |                                     |

| <b>4</b>  | Client Company/Address | Contact                             | Begin Date                          | End Date                            |
|---|------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/>   |                        | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
|   | Phone Number           | Email Address                       |                                     |                                     |
| <input checked="" type="checkbox"/>   |                        | <input checked="" type="checkbox"/> |                                     |                                     |
| Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones) |                        |                                     |                                     |                                     |
| <input checked="" type="checkbox"/>   |                        |                                     |                                     |                                     |
| List job positions provided and technologies utilized to supplement services.   |                        |                                     |                                     |                                     |
| <input checked="" type="checkbox"/>   |                        |                                     |                                     |                                     |

**End of Attachment 2-A**



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Attachment 2-B  
**Organization Profile**

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

**ORGANIZATION PROFILE**

| <b>Firm Name</b>  | <input checked="" type="checkbox"/> | <b>Year established</b>             | <input checked="" type="checkbox"/> |                                     |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <b>Principal address (street, city, state)</b>  | <input checked="" type="checkbox"/> |                                     |                                     |                                     |
| <b>Entity type:</b>   | <input checked="" type="checkbox"/> | <b>Structure:</b>                   | <input checked="" type="checkbox"/> |                                     |
| <b>Branch or Division:</b>  | <input checked="" type="checkbox"/> | <b>Parent:</b>                      | <input checked="" type="checkbox"/> |                                     |
| Years of experience providing goods similar in type and quantity as required by this Solicitation.  |                                     |                                     | <input checked="" type="checkbox"/> |                                     |
| Years of experience performing services similar in size and scope as required by this Solicitation. |                                     |                                     | <input checked="" type="checkbox"/> |                                     |
| Years the organization has conducted business in Arizona.   |                                     |                                     | <input checked="" type="checkbox"/> |                                     |
| Contract Representatives to Contact   |                                     |                                     |                                     |                                     |
|   | Name                                | Title                               | Telephone Number                    | E-Mail Address                      |
| 1.  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2.  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3.  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Licenses/Certifications   |                                     |                                     |                                     |                                     |
|   | Description                         | Issuer                              | Number                              | Expiration                          |
| 4.  |                                     |                                     |                                     |                                     |
| 5.  |                                     |                                     |                                     |                                     |
| 6.  |                                     |                                     |                                     |                                     |
| 7.  |                                     |                                     |                                     |                                     |
| 8.  |                                     |                                     |                                     |                                     |
| 9.  |                                     |                                     |                                     |                                     |
| 10.   |                                     |                                     |                                     |                                     |





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| Financial Information (attach financial statements with income/balance sheets as Supplements) |               |                |              |          |
|---|---------------|----------------|--------------|----------|
|   | Rating/Issuer | Score/Rank     | Date         |          |
| 11  |               |                |              |          |
| 12  |               |                |              |          |
| 13  |               |                |              |          |
| Capacity  |               |                |              |          |
|   | Location      | Work Performed | Number Staff | Capacity |
| 14  |               |                |              |          |
| 15  |               |                |              |          |
| 16  |               |                |              |          |
| 17  |               |                |              |          |
| 18  |               |                |              |          |

**ATTACHMENT 2-B SUPPLEMENTS:**

(Offeror to insert as required and list here or type "None" on first line)

|     | Title                             | Document Date | No. of pages | Purpose in Offer |
|-----|-----------------------------------|---------------|--------------|------------------|
| 19. | Enter or type "None"              | x             | x            | x                |
| 20. | Enter or delete row if not needed |               |              |                  |
| 21. | Enter or delete row if not needed |               |              |                  |
| 22. | Enter or delete row if not needed |               |              |                  |
| 23. | Enter or delete row if not needed |               |              |                  |
| 24. | Enter or delete row if not needed |               |              |                  |
| 25. | Enter or delete row if not needed |               |              |                  |

**End of Attachment 2-B**



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Attachment 3-A  
**Method Proposal (Method of Approach)**

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

**Question 1:**

Offeror shall provide an Executive Summary of at least one (1) page in length, which provides an overview of the Offeror's method of approach regarding the provision of products as required by this solicitation.

**Offeror Response:**

[Click here to enter your response.](#)

**Question 2:**

Offeror shall describe their processes from taking in orders for new equipment through delivery and follow up for those orders. Please include a breakdown in regards to timeline for fulfillment.

**Offeror Response:**

[Click here to enter your response.](#)

**Question 3:**

Offeror shall completely describe your equipment maintenance program including procedures and time lines. Please clarify if your company provides the maintenance in house or if your company contracts out maintenance.

**Offeror Response:**

[Click here to enter your response.](#)

**Question 4:**

Offeror shall discuss if they offer rental programs for half-day, full day, 3-day and weekly rates. Please include complete program structure and attach and clearly mark any contract document that may require signature to use this program. Please disclose all third parties and their roles.

**Offeror Response:**

[Click here to enter your response.](#)



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**Question 5:**

Offeror shall discuss if they offer a lease program for 1 year, 2 year and 3 year periods. Please include complete program structure and attach and clearly mark any contract document that may require signature to use this program. Please disclose all third parties and their roles.

**Offeror Response:**

[Click here to enter your response.](#)

**Question 6:**

Offeror shall describe if GPS Units are typically in-stock, meaning in possession of your company or does your company order them from the manufacturer at the time that the State requests them?

**Offeror Response:**

[Click here to enter your response.](#)

**Question 7:**

Offeror shall describe their offering for phone and on-line support in regards to their complete program.

**Offeror Response:**

[Click here to enter your response.](#)

**Question 8:**

Offeror shall describe if their company offers remanufactured refurbished or Demo equipment and please fully describe how it is priced.

**Offeror Response:**

[Click here to enter your response.](#)

**Question 9:**

Offeror shall describe both their company's Warranty on equipment and services and company's role in the process for passing through manufacturer's warranty, length of



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warranties and what your company offers over and above manufacturer's warranty. Please include what the offering is in regards to free loaner program while equipment is be serviced or repaired while under warranty.

**Offeror Response:**

[Click here to enter your response.](#)

**Question 10:**

Offeror shall describe their program for repairs on equipment that is no longer covered under the manufacturer's warranty. Does your company offer parts that are a more generic brand that will be of better value to the State?

**Offeror Response:**

[Click here to enter your response.](#)

**Question 11:**

Offeror shall describe any and all training programs they may offer and whether they are done at the State's locations or locations required by the Offeror or manufacturer.

**Offeror Response:**

[Click here to enter your response.](#)

**End of Attachment 3-A**



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Attachment 3-B  
**Key Personnel Proposal**

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in carrying out the Work.** Insert or attach a separate resume if desired, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel.

|          |   |   |                                      |
|----------|---|---|--------------------------------------|
| <b>1</b> | <b>Name:</b> <input checked="" type="checkbox"/>  | How long with company?                              | <input type="text" value="x years"/> |
|          | Current position in company: <input checked="" type="checkbox"/>  | How long in position?                               | <input type="text" value="x years"/> |
|          | Position for the Services: <input checked="" type="checkbox"/>  | How much of time will be dedicated to the Services? | <input type="text" value="x %"/>     |
|          | What primary functions will be assigned? <input checked="" type="checkbox"/>  |   |                                      |
|          | Describe person's experience in performing services like those that are to be assigned: <input checked="" type="checkbox"/> |   |                                      |
|          | List person's job-related training and education: <input checked="" type="checkbox"/>                                       |   |                                      |
|          | <b>Resume:</b> <input checked="" type="checkbox"/>  | filename  |                                      |



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|          |   |                                       |   |                                      |
|----------|---|---------------------------------------|---|--------------------------------------|
| <b>2</b> | <b>Name:</b>  | <input checked="" type="checkbox"/>   | How long with company?                              | <input type="text" value="x years"/> |
|          | Current position in company:  | <input checked="" type="checkbox"/>   | How long in position?                               | <input type="text" value="x years"/> |
|          | Position for the Services:  | <input checked="" type="checkbox"/>   | How much of time will be dedicated to the Services? | <input type="text" value="x %"/>     |
|          | What primary functions will be assigned?  | <input checked="" type="checkbox"/>   |   |                                      |
|          | Describe person's experience in performing services like those that are to be assigned: | <input checked="" type="checkbox"/>   |   |                                      |
|          | List person's job-related training and education:                                       | <input checked="" type="checkbox"/>   |   |                                      |
|          | <b>Resume:</b>  | <input type="text" value="filename"/> |   |                                      |



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|          |   |                                       |   |                                      |
|----------|---|---------------------------------------|---|--------------------------------------|
| <b>3</b> | <b>Name:</b>  | <input checked="" type="checkbox"/>   | How long with company?                              | <input type="text" value="x years"/> |
|          | Current position in company:  | <input checked="" type="checkbox"/>   | How long in position?                               | <input type="text" value="x years"/> |
|          | Position for the Services:  | <input checked="" type="checkbox"/>   | How much of time will be dedicated to the Services? | <input type="text" value="x %"/>     |
|          | What primary functions will be assigned?  | <input checked="" type="checkbox"/>   |   |                                      |
|          | Describe person's experience in performing services like those that are to be assigned: | <input checked="" type="checkbox"/>   |   |                                      |
|          | List person's job-related training and education:                                       | <input checked="" type="checkbox"/>   |   |                                      |
|          | <b>Resume:</b>  | <input type="text" value="filename"/> |   |                                      |

**End of Attachment 3-B**



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Attachment 3-C  
**Proposed Subcontractors**

Check "NO" if you WILL NOT subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

YES, the Offeror will use the Subcontractors listed below:

|     | Name and contact information | Small Business | Work to be performed | % |
|-----|------------------------------|----------------|----------------------|---|
| 1.  | Name                         | select         |                      |   |
| 2.  | Name                         | select         |                      |   |
| 3.  | Name                         | select         |                      |   |
| 4.  | Name                         | select         |                      |   |
| 5.  | Name                         | select         |                      |   |
| 6.  | Name                         | select         |                      |   |
| 7.  | Name                         | select         |                      |   |
| 8.  | Name                         | select         |                      |   |
| 9.  | Name                         | select         |                      |   |
| 10. | Name                         | select         |                      |   |

**End of Attachment 3-C**





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Attachment 3-D  
**Boycott of Israel Disclosure**

**Unless and until the District Court's injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) 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. This attachment (Participation in Boycott of Israel) is not a mandatory part of the offer as long as the injunction remains in place. Offers will not be evaluated based on whether this certification has been completed.**

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01. This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
  - (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 a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
  - (a) together with other investors that are not subject to this section.
  - (b) that are held in an index fund.
5. "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.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

**All offerors must select one of the following:**

- \_\_\_\_\_ My company **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. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- \_\_\_\_\_ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

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

\_\_\_\_\_  
 Address

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

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

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

\_\_\_\_\_  
 Title



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Attachment 4  
Pricing Sheet

Pricing must be shown in the EXCEL sheet(s) titled as shown below:

1. The following EXCEL document(s) has/have been provided for Offeror's completion and submission - titled as follows:

**ATTACHMENT 4 PRICING**

End of Attachment 4



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Attachment 5-A  
**Confidential Information Designation**

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

Complete this form return it with your Offer **along with the appropriate supporting information** to assist State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

**Check one of the following – if neither is checked, State will assume that as equivalent to "DOES NOT":**

|                       |   |
|-----------------------|---|
| <input type="radio"/> | This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.   |
| <input type="radio"/> | This response DOES contain trade secret information because it contains information that: <ol style="list-style-type: none"> <li>1. Is a formula, pattern, compilation, program, device, method, technique or process, AND</li> <li>2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND</li> <li>3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.</li> </ol> |

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.

|                                     |                      |                                     |                                |
|-------------------------------------|----------------------|-------------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> | Offeror Company Name | <input checked="" type="checkbox"/> | Signature of Authorized Person |
| <input checked="" type="checkbox"/> | Address              | <input checked="" type="checkbox"/> | Printed Name                   |
| <input checked="" type="checkbox"/> | City                 | State                               | Zip                            |
| <input checked="" type="checkbox"/> |                      |                                     | Title                          |

**End of Attachment 5-A**



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*Copy of A.A.C. R2-7-103 [Confidential Information]  
as was current at time of Solicitation issuance*

PROVIDED FOR REFERENCE ONLY

- A. *If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.*
- B. *Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.*
- C. *Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:*
- 1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;*
  - 2. The designated information is not confidential; or*
  - 3. Additional information is required before a final confidentiality determination can be made.*
- D. *If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.*
- E. *An agency chief procurement officer may release information designated as confidential under subsection (A) if:*
- 1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or*
  - 2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.*

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**Request for Proposal**  
 Solicitation No.  
**BPM000264**  
 Description:  
 Global Positioning System Receivers

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

Attachment 5-B  
**Conformance Statements**

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.8 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

**CONFORMANCE TO THE INSTRUCTIONS:**  
 (PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- YES – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents and attests that its Offer complies with both.
- NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 1**.

**CONFORMANCE TO THE SCOPE AND PRICING DOCUMENTS:**  
 (PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.
- NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 2**.

**CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS:**  
 (PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 2 of the Solicitation Documents and attests that its Offer complies with both.
- NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 3**.



**Request for Proposal**  
 Solicitation No.  
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ATTACHMENT 5-B Supplement No. 1:  
**Exceptions to Instructions**

| Article / Paragraph or Exhibit Reference     | Proposed Changes / Alternate Language | Rationale for Proposed Change |
|--|---------------------------------------|-------------------------------|
| <b>Section 3-A: Instructions to Offerors</b> |                                       |                               |
| <b>X</b>                                     | <b>X</b>                              | <b>X</b>                      |
| <b>X</b>                                     | <b>X</b>                              | <b>X</b>                      |
| <b>X</b>                                     | <b>X</b>                              | <b>X</b>                      |

Company Name

Signature of Person Authorized to Sign



**Request for Proposal**  
 Solicitation No.  
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 Global Positioning System Receivers

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

ATTACHMENT 5-B Supplement No. 2:  
**Exceptions to Scope of Work and Pricing**

| Article / Paragraph or Exhibit Reference | Proposed Changes / Alternate Language | Rationale for Proposed Change |
|--|---------------------------------------|-------------------------------|
| <b>Section 2-A: Scope of Work</b>        |                                       |                               |
| <b>x</b>                                 | <b>x</b>                              | <b>x</b>                      |
| <b>x</b>                                 | <b>x</b>                              | <b>x</b>                      |
| <b>x</b>                                 | <b>x</b>                              | <b>x</b>                      |
| <b>x</b>                                 | <b>x</b>                              | <b>x</b>                      |
| <b>x</b>                                 | <b>x</b>                              | <b>x</b>                      |
| <b>Section 2-B: Pricing Document</b>     |                                       |                               |
| <b>x</b>                                 | <b>x</b>                              | <b>x</b>                      |
| <b>x</b>                                 | <b>x</b>                              | <b>x</b>                      |
| <b>x</b>                                 | <b>x</b>                              | <b>x</b>                      |
| <b>x</b>                                 | <b>x</b>                              | <b>x</b>                      |
| <b>x</b>                                 | <b>X</b>                              | <b>x</b>                      |

Company Name

Signature of Person Authorized to Sign



**Request for Proposal**  
 Solicitation No.  
**BPM000264**  
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Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

ATTACHMENT 5-B Supplement No. 3:  
**Exceptions to Contract Terms & Conditions**

| Article/<br>Paragraph<br>or Exhibit<br>Reference   | Proposed Changes / Alternate Language | Rationale for Proposed Change |
|--|---------------------------------------|-------------------------------|
| <b>Section 3-A: Special Terms &amp; Conditions</b> |                                       |                               |
| <b>X</b>   | <b>X</b>                              | <b>X</b>                      |
| <b>X</b>   | <b>X</b>                              | <b>X</b>                      |
| <b>X</b>   | <b>X</b>                              | <b>X</b>                      |
| <b>X</b>   | <b>X</b>                              | <b>X</b>                      |
| <b>X</b>   | <b>X</b>                              | <b>X</b>                      |

| Article/<br>Paragraph<br>or<br>Appendix<br>Reference | Proposed Changes / Alternate Language | Rationale for Proposed Change |
|--|---------------------------------------|-------------------------------|
| <b>Section 3-B: Uniform Terms &amp; Conditions</b>   |                                       |                               |
| <b>X</b>   | <b>X</b>                              | <b>X</b>                      |
| <b>X</b>   | <b>X</b>                              | <b>X</b>                      |
| <b>X</b>   | <b>X</b>                              | <b>X</b>                      |

Company Name

Signature of Person Authorized to Sign

**End of Attachment 5-B**





## Request for Proposal

Solicitation No.  
**BPM000264**  
Description:  
Global Positioning System Receivers

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

### Attachment 5-C Insurance

Provide a letter(s) from your Insurance company (ies) stating that your company can obtain the Proof(s) of Insurance as required in Exhibit 1 of the Special Terms and Conditions. **The additional letter(s) should be clearly marked as *Attachment 5-C\_Supplement\_Insurance***

**NOTE: If Awarded a Contract,** Proof of Insurance (e.g. ACORD forms) must be submitted prior beginning service(s) under the Contract.

**End of Attachment 5-C**



**Request for Proposal**  
Solicitation No.  
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Global Positioning System Receivers

Arizona Department of Administration  
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Phoenix, AZ 85007

Attachment 5-D

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**RESERVED**

**End of Attachment 5-D**



**Request for Proposal**  
 Solicitation No.  
**BPM000264**  
 Description:  
 Global Positioning System Receivers

Arizona Department of Administration  
**State Procurement Office**  
 100 N 15th Ave., Suite 402  
 Phoenix, AZ 85007

**Attachment 5-E  
 Offer Checklist**

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT SUBMIT ALL ATTACHMENTS.

|     | DOCUMENT  | SUBMITTED  |
|-----|---|--|
| 1.  | Attachment 1: Offer and Acceptance Form   | <input type="checkbox"/> YES <input type="checkbox"/> no |
| 2.  | Attachment 2-A: Experience and Capacity Questionnaire   | <input type="checkbox"/> YES <input type="checkbox"/> no |
| 3.  | Attachment 2-B: Organization Profile  | <input type="checkbox"/> YES <input type="checkbox"/> no |
| 4.  | Attachment 3-A: Method Proposal   | <input type="checkbox"/> YES <input type="checkbox"/> no |
| 5.  | Attachment 3-B: Key Personnel Proposal  | <input type="checkbox"/> YES <input type="checkbox"/> no |
| 6.  | Attachment 3-C: Proposed Subcontractors   | <input type="checkbox"/> YES <input type="checkbox"/> no |
| 7.  | Attachment 3-E: Israel Boycott Disclosure (Not used to determine susceptibility and responsiveness) | <input type="checkbox"/> YES <input type="checkbox"/> no |
| 8.  | Attachment 4: Pricing Sheets  | <input type="checkbox"/> YES <input type="checkbox"/> no |
| 9.  | Attachment 5-A: Confidential Information Designation  | <input type="checkbox"/> YES <input type="checkbox"/> no |
| 10. | Attachment 5-B: Conformance Statements  | <input type="checkbox"/> YES <input type="checkbox"/> no |
| 11. | Attachment 5-C: Insurance and Bonding Evidence  | <input type="checkbox"/> YES <input type="checkbox"/> no |
| 12. | Attachment 5-D: Reserved  | <input type="checkbox"/> YES <input type="checkbox"/> no |
| 13. | Attachment 5-E: Offer Checklist   | <input type="checkbox"/> YES <input type="checkbox"/> no |

**End of Attachment 5-E**

**End of Part 3**

**ARF-6919****Regular Agenda Item 3. D.****Regular BOS Meeting**Meeting Date: 10/05/2021Submitted For: Darryl Griffin, Information Technology Interim DirectorSubmitted By: David Rogers, IT Systems AdministratorDepartment: Deputy County Mgr/Library DistrictDivision: Information TechnologyFiscal Year: 2022 Budgeted?: YesContract Dates 10/05/2021 - 10/04/2026 Grant?: NoBegin & End:Matching No Fund?: ReplacementRequirement?:InformationRequest/Subject

Purchase through Hewlett Packard Enterprise, Replacement Hardware-Software as part of Gila County's 5-year refresh plan for the County's server hardware/software environment.

Background Information

The County maintains more than 120 virtual servers on an aging hardware platform of 4 physical servers and 2 storage arrays that are interconnected to share resources. The current environment is now 5 years old and is almost out of resources and growth potential. The first generation of the County VMWare platform started with 2 servers and 1 storage array almost 11 years ago. In this time, the County has grown considerably from an estimated 15 original virtual servers. In an effort to meet the scalable needs of the County, the I.T.

Department has received hardware quotes and software licensing quotes through approved Arizona State Contract vendors.

Evaluation

To meet the future needs of the County, staff believes that we need considerably more storage space in the new equipment, as well as increased size in memory and processors to drive the virtual servers. As the County adds more virtual machines, they also grow in complexity and require many more resources than older, smaller systems. This is especially true of storage space, as newer operating systems and enterprise-class programs can have a much larger footprint and need more dedicated space. The new equipment will provide the County with more than 4 times the current storage (going from 20TB of storage to more than 84TB with up to 264TB @4x compression effective), as well as 4 times the memory, going from 512GB of memory to 1536GB of memory. The competitive vendor quote was \$588,000 vs. \$500,000 and would not allow us to

keep the existing equipment that we will roll into our existing backup storage environment for needed space.

### Conclusion

The purchase of the recommended hardware and software licensing would provide 5 more years of supported service through Hewlett Packard Enterprise, on a proven hardware platform. It should also be more than sufficient for the expected growth of County data in that duration.

### Recommendation

The Information Technology Department Director recommends that the Board of Supervisors approve the purchase of the replacement hardware, upgraded software licenses through IT Partners utilizing the SAVE Contract IT 15-166.

### Suggested Motion

Information/Discussion/Action to authorize the Chairman's signature to accept Quote No. 320556 v4 with IT Partners to replace the County's Dell environment with new Hewlett Packard server hardware and associated VMWare software licensing for a total cost of \$500,000. **(Michael Roybal)**

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### Attachments

HP Quote #320556 v4

Dell Quote #3000094769957.2

SAVE award notice

SAVE Award Extension

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**Prepared For**

Darryl Griffin  
Gila County  
1400 E Ash St  
Globe, AZ 85501  
(928) 402-4452  
dgriffin@gilacountyaz.gov

**Ship To**

Darryl Griffin  
Gila County  
1400 E Ash St  
Globe, AZ 85501  
(928) 402-4452  
dgriffin@gilacountyaz.gov

**Quote #320556 v4**

**Date:** 09/08/2021  
**Expires:** 10/22/2021  
**Terms:** Net 30  
**ITP Sales:** Scott Hookom  
**Phone:** 602-296-6114  
**Email:** scott.hookom@it-partners.com

**HPE dHCI 5 Year with VMware 3 Year SnS**

| <b>Quote Summary</b>             | <b>Amount</b>       |
|----------------------------------|---------------------|
| Hardware                         | 402,593.44          |
| Software                         | 21,970.36           |
| HPE Support -Services - Training | 75,436.20           |
| <b>Total:</b>                    | <b>\$500,000.00</b> |

Taxes and shipping fees may apply.

**Customer Acceptance:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## Hardware

| Part Number | Description                              | Price      | Qty | Extended Price |
|-------------|--|------------|-----|----------------|
| HPE         | Hardware for dHCI Project                | 402,593.44 | 1   | 402,593.44     |
| Save        | Save Contract IT15-166                   |            | 1   |                |
| R0R08A      | HPE PROSTACK BASE CONFIG TRK             |            | 1   |                |
| P19720-B21  | HPE DL380 GEN10 8SFF NC CTO SVR          |            | 4   |                |
| P24470-L21  | INTEL XEON-G 6240R FIO KIT FOR DL380 G10 |            | 4   |                |
| P24470-B21  | INTEL XEON-G 6240R KIT FOR DL380 GEN10   |            | 4   |                |
| P00930-B21  | HPE 64GB 2RX4 PC4-2933Y-R SMART KIT      |            | 32  |                |
| P18420-B21  | HPE 240GB SATA RI SFF SC MV SSD          |            | 8   |                |
| 813661-B21  | HPE ETH 10GB 2P 535T ADPTR               |            | 4   |                |
| 817718-B21  | HPE ETH 10/25GB 2P 631SFP28 ADPTR        |            | 8   |                |
| P01366-B21  | HPE 96W SMART STG LI-ION BATT 145MM KIT  |            | 4   |                |
| 804331-B21  | HPE SMART ARRAY P408I-A SR GEN10 CTRLR   |            | 4   |                |
| 817709-B21  | HPE ETH 10/25GB 2P 631FLR-SFP28 ADPTR    |            | 4   |                |
| 455883-B21  | HPE BLC 10G SFP+ SR TRANSCEIVER          |            | 8   |                |
| 865414-B21  | HPE 800W FS PLAT HT PLG LH PWR SPLY KIT  |            | 8   |                |
| 733664-B21  | HPE 2U CMA FOR EASY INSTALL RAIL KIT     |            | 4   |                |
| 864279-B21  | HPE TPM 2.0 GEN10 KIT                    |            | 4   |                |
| 733660-B21  | HPE 2U SFF EASY INSTALL RAIL KIT         |            | 4   |                |
| R2H14A      | HPE NS DHCI DL3X0 W/ADD CUST ESXI FIO SW |            | 4   |                |
| Q9E63A      | HPE SN2010M 18SFP28 4QSFP28 P2C SWCH     |            | 2   |                |
| 845970-B21  | HPE QSFP28 TO SFP28 ADAPTER              |            | 4   |                |
| Q9S67A      | HPE 25GBE SFP28 TO SFP28 3M SMART AOC    |            | 20  |                |
| R0R42A      | HPE 25GB SFP28 SR 30M XCVR               |            | 4   |                |
| 845406-B21  | HPE 100GB QSFP28 TO QSFP28 3M DAC        |            | 2   |                |

## Hardware

| Part Number | Description                              | Price | Qty | Extended Price |
|-------------|--|-------|-----|----------------|
| Q8H41A      | HPE NS AF40 ALL FLASH CTO BASE ARRAY     |       | 1   |                |
| Q8G62B      | HPE NS AF40/60/80 92TB FIO FLASH BNDL    |       | 1   |                |
| Q8J27A      | HPE NS C13 TO C14 FIO POWER CORD         |       | 2   |                |
| R2H12A      | HPE PROSTACK NS NOS PG FIO SW            |       | 1   |                |
| R3P91A      | HPE TIER 1 STORAGE ARRAY STANDARD TRK    |       | 1   |                |
| R3Q00A      | HPE NS 2X25GBE 2P SFP28 FIO ADPTR KIT    |       | 1   |                |
| 453154-B21  | HPE BLC VC 1G SFP RJ45 TRANSCEIVER       |       | 6   |                |
| 861412-B21  | HPE CAT6A 4FT CBL                        |       | 6   |                |
| Q2F25A      | HPE SN2100M RACK INSTALLATION KIT        |       | 1   |                |
| R0R08A      | HPE PROSTACK BASE CONFIG TRK             |       | 1   |                |
| P19720-B21  | HPE DL380 GEN10 8SFF NC CTO SVR          |       | 4   |                |
| P24470-L21  | INTEL XEON-G 6240R FIO KIT FOR DL380 G10 |       | 4   |                |
| P24470-B21  | INTEL XEON-G 6240R KIT FOR DL380 GEN10   |       | 4   |                |
| P00930-B21  | HPE 64GB 2RX4 PC4-2933Y-R SMART KIT      |       | 32  |                |
| P18420-B21  | HPE 240GB SATA RI SFF SC MV SSD          |       | 8   |                |
| 813661-B21  | HPE ETH 10GB 2P 535T ADPTR               |       | 4   |                |
| 817718-B21  | HPE ETH 10/25GB 2P 631SFP28 ADPTR        |       | 8   |                |
| P01366-B21  | HPE 96W SMART STG LI-ION BATT 145MM KIT  |       | 4   |                |
| 804331-B21  | HPE SMART ARRAY P408I-A SR GEN10 CTRLR   |       | 4   |                |
| 817709-B21  | HPE ETH 10/25GB 2P 631FLR-SFP28 ADPTR    |       | 4   |                |
| 455883-B21  | HPE BLC 10G SFP+ SR TRANSCEIVER          |       | 8   |                |
| 865414-B21  | HPE 800W FS PLAT HT PLG LH PWR SPLY KIT  |       | 8   |                |
| 733664-B21  | HPE 2U CMA FOR EASY INSTALL RAIL KIT     |       | 4   |                |
| 864279-B21  | HPE TPM 2.0 GEN10 KIT                    |       | 4   |                |
| 733660-B21  | HPE 2U SFF EASY INSTALL RAIL KIT         |       | 4   |                |



## Hardware

| Part Number | Description                              | Price | Qty              | Extended Price      |
|-------------|--|-------|------------------|---------------------|
| R2H14A      | HPE NS DHCI DL3X0 W/ADD CUST ESXI FIO SW |       | 4                |                     |
| Q9E63A      | HPE SN2010M 18SFP28 4QSFP28 P2C SWCH     |       | 2                |                     |
| 845970-B21  | HPE QSFP28 TO SFP28 ADAPTER              |       | 4                |                     |
| Q9S67A      | HPE 25GBE SFP28 TO SFP28 3M SMART AOC    |       | 20               |                     |
| R0R42A      | HPE 25GB SFP28 SR 30M XCVR               |       | 4                |                     |
| 453154-B21  | HPE BLC VC 1G SFP RJ45 TRANSCEIVER       |       | 12               |                     |
| 861412-B21  | HPE CAT6A 4FT CBL                        |       | 12               |                     |
| Q2F25A      | HPE SN2100M RACK INSTALLATION KIT        |       | 2                |                     |
| 845406-B21  | HPE 100GB QSFP28 TO QSFP28 3M DAC        |       | 2                |                     |
| Q8H39A      | HPE NS HF40 HYBRID CTO BASE ARRAY        |       | 1                |                     |
| Q8B55B      | HPE NS HF40/60 HYBRID 84TB FIO HDD BNDL  |       | 1                |                     |
| Q8B64B      | HPE NS HF40/60 11.52TB FIO CACHE BNDL    |       | 1                |                     |
| Q8J27A      | HPE NS C13 TO C14 FIO POWER CORD         |       | 2                |                     |
| R2H12A      | HPE PROSTACK NS NOS PG FIO SW            |       | 1                |                     |
| R3P91A      | HPE TIER 1 STORAGE ARRAY STANDARD TRK    |       | 1                |                     |
| R3Q00A      | HPE NS 2X25GBE 2P SFP28 FIO ADPTR KIT    |       | 1                |                     |
| 453154-B21  | HPE BLC VC 1G SFP RJ45 TRANSCEIVER       |       | 6                |                     |
| 861412-B21  | HPE CAT6A 4FT CBL                        |       | 6                |                     |
| Q2F25A      | HPE SN2100M RACK INSTALLATION KIT        |       | 1                |                     |
|             |  |       | <b>Subtotal:</b> | <b>\$402,593.44</b> |

Software

| Part Number      | Description  | Price     | Qty              | Extended Price     |
|------------------|--|-----------|------------------|--------------------|
| Software         | HPE and VMware Software  | 21,970.36 | 1                | 21,970.36          |
| Software         | VMware 3 Year  |           | 1                |                    |
| BD505A           | HPE ILO ADV 1-SVR LIC 3YR SUPPORT  |           | 4                |                    |
| BD505A           | HPE ILO ADV 1-SVR LIC 3YR SUPPORT  |           | 4                |                    |
| VR8-OSTC-P-SSS-C | PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE VREALIZE OPERATIONS 8 STANDARD (PER CPU) FOR 3 YEAR           |           | 6                |                    |
| VR8-OSTC-P-SSS-C | PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE VREALIZE OPERATIONS 8 STANDARD (PER CPU) FOR 3 YEAR           |           | 6                |                    |
| VCS7-STD-P-SSS-C | PRODUCTION SUPPORT/SUBSCRIPTION VMWARE VCENTER SERVER 7 STANDARD FOR VSPHERE 7 (PER INSTANCE) FOR 3 YEAR |           | 1                |                    |
| VS7-EPL-P-SSS-C  | PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE VSPHERE 7 ENTERPRISE PLUS FOR 1 PROCESSOR FOR 3 YEAR          |           | 1                |                    |
| VS7-EPL-P-SSS-C  | PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE VSPHERE 7 ENTERPRISE PLUS FOR 1 PROCESSOR FOR 3 YEAR          |           | 10               |                    |
| VCS7-STD-P-SSS-C | PRODUCTION SUPPORT/SUBSCRIPTION VMWARE VCENTER SERVER 7 STANDARD FOR VSPHERE 7 (PER INSTANCE) FOR 3 YEAR |           | 10               |                    |
|                  |  |           | <b>Subtotal:</b> | <b>\$21,970.36</b> |

## HPE Support -Services - Training

| Part Number | Description                              | Price     | Qty | Extended Price |
|-------------|--|-----------|-----|----------------|
| HPE         | HPE Support -Services - Training         | 75,436.20 | 1   | 75,436.20      |
| HU4A6A5     | HPE 5Y TECH CARE ESSENTIAL SVC           |           | 1   |                |
| HU4A6A5#R2M | HPE ILO ADVANCED NON BLADE SUPPORT       |           | 4   |                |
| HU4A6A5#WAH | HPE DL38X GEN10 SUPPORT                  |           | 4   |                |
| HU4A6A5#W0P | HPE SN2010M 25GBE SWITCH SUPPORT         |           | 2   |                |
| HA124A1     | HPE TECHNICAL INSTALLATION STARTUP SVC   |           | 1   |                |
| HA124A1#5WX | HPE NIMBLE STORAGE DHCI STARTUP SVC      |           | 1   |                |
| HB983A1     | HPE INSTALLATION COMM SVRS HOURLY SVC    |           | 2   |                |
| HF385A1     | HPE TRAINING CREDIT SERVERS/HYBRIDIT SVC |           | 2   |                |
| HT6Z2A5     | HPE NS 5Y 4H ONSITE EXCHANGE SUPPORT     |           | 1   |                |
| HT6Z2A5#ZGP | HPE NS AF40/60/80 92TB FLASH SUPP        |           | 1   |                |
| HT6Z2A5#ZDW | HPE NS 2X25GBE 2P SFP28 FIO ADP KIT SUPP |           | 1   |                |
| HT6Z2A5#ZFF | HPE NS AF40 ALL FLASH BASE ARRAY SUPP    |           | 1   |                |
| HU4A6A5     | HPE 5Y TECH CARE ESSENTIAL SVC           |           | 1   |                |
| HU4A6A5#R2M | HPE ILO ADVANCED NON BLADE SUPPORT       |           | 4   |                |
| HU4A6A5#WAH | HPE DL38X GEN10 SUPPORT                  |           | 4   |                |
| HU4A6A5#W0P | HPE SN2010M 25GBE SWITCH SUPPORT         |           | 2   |                |
| HA124A1     | HPE TECHNICAL INSTALLATION STARTUP SVC   |           | 1   |                |
| HA124A1#5WX | HPE NIMBLE STORAGE DHCI STARTUP SVC      |           | 1   |                |
| HB983A1     | HPE INSTALLATION COMM SVRS HOURLY SVC    |           | 2   |                |
| HF385A1     | HPE TRAINING CREDIT SERVERS/HYBRIDIT SVC |           | 2   |                |
| HT6Z2A5     | HPE NS 5Y 4H ONSITE EXCHANGE SUPPORT     |           | 1   |                |
| HT6Z2A5#ZFR | HPE NS HF40/60 HYBRID 84TB HDD BNDL SUPP |           | 1   |                |
| HT6Z2A5#ZDW | HPE NS 2X25GBE 2P SFP28 FIO ADP KIT SUPP |           | 1   |                |
| HT6Z2A5#ZFB | HPE NS HF 11.52TB CACHE SUPP             |           | 1   |                |

HPE Support -Services - Training

| Part Number | Description                        | Price | Qty              | Extended Price     |
|-------------|------------------------------------|-------|------------------|--------------------|
| HT6Z2A5#ZFG | HPE NS HF40 HYBRID BASE ARRAY SUPP |       | 1                |                    |
|             |                                    |       | <b>Subtotal:</b> | <b>\$75,436.20</b> |



## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

**Quote No.** 3000094769957.2  
**Total** \$588,864.05  
Customer # 26666606  
Quoted On Aug. 11, 2021  
Expires by Sep. 10, 2021  
Contract Name State of Arizona  
Contract Code C000000010731  
Customer Agreement # MNWNC-108/ADSPO16-098163  
Solution ID 14688142  
Deal ID 20869867

Sales Rep Cecilia Hasdorff  
Phone (800) 456-3355, 6178085  
Email Cecilia\_Hasdorff@Dell.com  
**Billing To** ACCOUNTS PAYABLE  
GILA COUNTY FINANCE DEPT  
1400 E ASH ST  
GLOBE, AZ 85501-1483

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Cecilia Hasdorff

### Shipping Group

#### Shipping To

CARRIE BARTLING  
GILA COUNTY FINANCE DEPT  
745 ROSE MOFFORD WAY  
GLOBE, AZ 85501  
(928) 402-8779

#### Shipping Method

Standard Delivery

#### Install At

CARRIE BARTLING  
GILA COUNTY FINANCE DEPT  
745 ROSE MOFFORD WAY  
GLOBE, AZ 85501  
(928) 402-8779

#### Solution Name:

Gila County: PowerEdge + PowerStore +  
Open Networking

| Product                                      | Unit Price | Quantity | Subtotal    |
|--|------------|----------|-------------|
| Dell EMC AppSync for PowerStore - AMER VI    | \$0.00     | 2        | \$0.00      |
| PowerSwitch S5224-ON - [amer_s5224-on_12925] | \$9,100.80 | 4        | \$36,403.20 |

|   |                       |          |                     |
|---|-----------------------|----------|---------------------|
| <b>Dell EMC PowerStore 500 T - AMER</b>       | <b>\$151,970.72</b>   | <b>2</b> | <b>\$303,941.44</b> |
| <b>PowerEdge R640 - [amer_r640_12232] (2)</b> | <b>\$43,447.57</b>    | <b>1</b> | <b>\$43,447.57</b>  |
| <b>PowerEdge R640 - [amer_r640_12232]</b>     | <b>\$23,136.80</b>    | <b>7</b> | <b>\$161,957.60</b> |
|   |                       |          | <hr/>               |
|   | <b>Subtotal:</b>      |          | <b>\$545,749.81</b> |
|   | <b>Shipping:</b>      |          | <b>\$0.00</b>       |
|   | <b>Estimated Tax:</b> |          | <b>\$43,114.24</b>  |
|   |                       |          | <hr/>               |
|   | <b>Total:</b>         |          | <b>\$588,864.05</b> |

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Shipping Group Details

### Shipping To

CARRIE BARTLING  
GILA COUNTY FINANCE DEPT  
745 ROSE MOFFORD WAY  
GLOBE, AZ 85501  
(928) 402-8779

### Shipping Method

Standard Delivery

### Install At

CARRIE BARTLING  
GILA COUNTY FINANCE DEPT  
745 ROSE MOFFORD WAY  
GLOBE, AZ 85501  
(928) 402-8779

### Solution Name:

Gila County: PowerEdge + PowerStore +  
Open Networking

|  |          |            | Quantity | Subtotal    |
|--|----------|------------|----------|-------------|
| <b>Dell EMC AppSync for PowerStore - AMER VI</b>   |          | \$0.00     | 2        | \$0.00      |
| Estimated delivery if purchased today:<br>Aug. 20, 2021<br>Contract # C000000010731<br>Customer Agreement # MNWNC-108/ADSPO16-098163 |          |            |          |             |
| Description  | SKU      | Unit Price | Quantity | Subtotal    |
| AppSync for PowerStore   | 210-ATXO | \$0.00     | 2        | \$0.00      |
| On-Site Installation Declined  | 900-9997 | \$0.00     | 2        | \$0.00      |
| ProSupport Mission Critical for AppSync Starter Pack Software Support Contract 5 Years   | 828-5768 | \$0.00     | 2        | \$0.00      |
| AppSync Str Pk for PowerStore=CB   | 528-BYHF | \$0.00     | 2        | \$0.00      |
| ProSupport Mission Critical for AppSync Starter Pack Software Support Maintenance 5 Years  | 828-5724 | \$0.00     | 2        | \$0.00      |
|  |          |            | Quantity | Subtotal    |
| <b>PowerSwitch S5224-ON - [amer_s5224-on_12925]</b>  |          | \$9,100.80 | 4        | \$36,403.20 |
| Estimated delivery if purchased today:<br>Jan. 05, 2022<br>Contract # C000000010731<br>Customer Agreement # MNWNC-108/ADSPO16-098163 |          |            |          |             |
| Description  | SKU      | Unit Price | Quantity | Subtotal    |
| Dell EMC S5224F-ON Switch, 24x 25GbE SFP28, 4x 100GbE QSFP28 ports, IO to PSU air, 2x PSU, OS10                                      | 210-APHQ | \$1,903.57 | 4        | \$7,614.28  |
| VLT Tech Sheet Document  | 343-BBRX | \$0.00     | 4        | \$0.00      |
| Dell EMC S52XX-ON Series User Guide  | 343-BBLP | \$0.53     | 4        | \$2.12      |
| OS10 Enterprise, S5224F-ON   | 634-BRWJ | \$461.32   | 4        | \$1,845.28  |
| Dell Hardware Limited Warranty 1 Year  | 818-4983 | \$13.32    | 4        | \$53.28     |
| Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 1 Year  | 818-4992 | \$31.89    | 4        | \$127.56    |
| Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Extended to 4 Years                                   | 818-4994 | \$268.83   | 4        | \$1,075.32  |
| ProSupport Mission Critical:7x24 HW/SW Technical Support and Assistance, 5 Years   | 818-5006 | \$577.89   | 4        | \$2,311.56  |
| Dell Limited Hardware Warranty Extended Year(s)  | 975-3461 | \$0.00     | 4        | \$0.00      |
| Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355                           | 989-3439 | \$0.00     | 4        | \$0.00      |
| Info 3rd Party Software Warranty provided by Vendor  | 997-6306 | \$0.00     | 4        | \$0.00      |
| ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment   | 804-2152 | \$4,531.49 | 4        | \$18,125.96 |

|   |          |          |    |            |
|---|----------|----------|----|------------|
| ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment Verification                     | 804-2153 | \$144.03 | 4  | \$576.12   |
| ProDeploy Plus Training Credits 500 Redeem at education.dellemc.com Expires 1Yr from Order Date   | 812-4037 | \$497.50 | 4  | \$1,990.00 |
| 5 Years ProSupport OS10 Enterprise Software Support-Maintenance                                   | 848-8539 | \$164.78 | 4  | \$659.12   |
| Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach                       | 407-BBEF | \$79.11  | 16 | \$1,265.76 |
| Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter     | 470-ABOU | \$41.53  | 4  | \$166.12   |
| Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 3 Meter | 470-ACEV | \$17.80  | 32 | \$569.60   |
| Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13   | 450-AAFH | \$2.64   | 4  | \$10.56    |
| Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13   | 450-AAFH | \$2.64   | 4  | \$10.56    |

**Quantity**                      **Subtotal**  
**\$151,970.72**                      **2**                      **\$303,941.44**

**Dell EMC PowerStore 500 T - AMER**

Estimated delivery if purchased today:  
Sep. 03, 2021  
Contract # C000000010731  
Customer Agreement # MNWNC-108/ADSPO16-098163

| Description  | SKU      | Unit Price | Quantity | Subtotal     |
|--|----------|------------|----------|--------------|
| PowerStore 500T Customer Rack  | 210-AXXJ | \$4,432.76 | 2        | \$8,865.52   |
| 192GB Appliance DIMM 96GB Per Node   | 370-AFXQ | \$2,383.18 | 2        | \$4,766.36   |
| Thank you for choosing Dell EMC  | 379-BEIQ | \$0.00     | 2        | \$0.00       |
| PowerStore Base SW   | 528-BTZK | \$0.00     | 2        | \$0.00       |
| 25GBE OPTICAL 4 PORT CARD PAIR   | 406-BBOO | \$797.88   | 2        | \$1,595.76   |
| 1450 WATT POWER SUPPLY PAIR  | 450-AKHM | \$734.36   | 2        | \$1,468.72   |
| BASE UNIT CONFIG KIT   | 343-BBMR | \$0.00     | 2        | \$0.00       |
| ISG Product (info)   | 379-BDPD | \$0.00     | 2        | \$0.00       |
| Dell Hardware Limited Warranty   | 847-9520 | \$126.58   | 2        | \$253.16     |
| ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 1 Year                      | 847-9533 | \$315.58   | 2        | \$631.16     |
| ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 4 Years Extended            | 847-9536 | \$1,378.81 | 2        | \$2,757.62   |
| ProSupport Mission Critical 7x24 Technical Support and Assistance 5 Years                                  | 847-9542 | \$2,744.80 | 2        | \$5,489.60   |
| Dell Hardware Limited Warranty Plus On Site Service Extended Year  | 955-9041 | \$0.00     | 2        | \$0.00       |
| Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 | 989-3439 | \$0.00     | 2        | \$0.00       |
| Thank you for buying Dell EMC  | 800-BBQV | \$0.00     | 2        | \$0.00       |
| ProDeploy Plus Training Credits 800 Redeem at education.dellemc.com Expires 1Yr from Order Date            | 812-4019 | \$796.00   | 2        | \$1,592.00   |
| ProDeploy Plus for PowerStore 5XX T  | 847-9656 | \$4,845.65 | 2        | \$9,691.30   |
| US Order   | 332-1286 | \$0.00     | 2        | \$0.00       |
| P1 25X2.5 NVME SED SSD 7.68TB  | 400-BGGP | \$8,902.05 | 20       | \$178,041.00 |
| 25GBE TWINAX 4 PORT IO MODULE PAIR   | 565-BBJR | \$797.88   | 2        | \$1,595.76   |
| ProSupport: Mission Critical 4-Hour 7x24 On-Site Medium Capacity SSD Add-On, 5 Years                       | 828-4838 | \$4,163.77 | 20       | \$83,275.40  |



|  |          |            |   |            |
|--|----------|------------|---|------------|
| Edu Serv-Dell Tech PowerStore Implementation and Administration Classroom and Vroom 5Day Expire1YR | 839-7078 | \$1,959.04 | 2 | \$3,918.08 |
|--|----------|------------|---|------------|

|   |  |                    |                 |                    |
|---|--|--------------------|-----------------|--------------------|
|   |  |                    | <b>Quantity</b> | <b>Subtotal</b>    |
| <b>PowerEdge R640 - [amer_r640_12232] (2)</b> |  | <b>\$43,447.57</b> | <b>1</b>        | <b>\$43,447.57</b> |

Estimated delivery if purchased today:  
 Nov. 29, 2021  
 Contract # C000000010731  
 Customer Agreement # MNWNC-108/ADSPO16-098163

| Description  | SKU      | Unit Price | Quantity | Subtotal |
|--|----------|------------|----------|----------|
| PowerEdge R640 Server  | 210-AKWU | \$123.29   | 1        | \$123.29 |
| PowerEdge R640 MLK Motherboard   | 329-BEIJ | \$0.00     | 1        | \$0.00   |
| Trusted Platform Module 2.0  | 461-AAEM | \$29.13    | 1        | \$29.13  |
| No Hard Drive, No Backplane chassis  | 321-BCUP | \$0.00     | 1        | \$0.00   |
| PowerEdge R640 Shipping  | 340-BKNE | \$0.00     | 1        | \$0.00   |
| PowerEdge R640 x8 Drive Shipping Material  | 340-COPS | \$0.00     | 1        | \$0.00   |
| PowerEdge R640 CCC and BIS Marking, No CE Marking                                      | 389-DSVJ | \$0.00     | 1        | \$0.00   |
| Intel Xeon Gold 6226 2.7G, 12C/24T, 10.4GT/s, 19.25M Cache, Turbo, HT (125W) DDR4-2933 | 338-BTSO | \$832.71   | 1        | \$832.71 |
| Intel Xeon Gold 6226 2.7G, 12C/24T, 10.4GT/s, 19.25M Cache, Turbo, HT (125W) DDR4-2933 | 338-BTSO | \$832.71   | 1        | \$832.71 |
| Additional Processor Selected  | 379-BDCO | \$0.00     | 1        | \$0.00   |
| DIMM Blanks for System with 2 Processors   | 370-ABWE | \$0.00     | 1        | \$0.00   |
| Standard 1U Heatsink   | 412-AAIQ | \$5.59     | 1        | \$5.59   |
| Standard 1U Heatsink   | 412-AAIQ | \$5.59     | 1        | \$5.59   |
| 3200MT/s RDIMMs  | 370-AEVR | \$0.00     | 1        | \$0.00   |
| Performance Optimized  | 370-AAIP | \$0.00     | 1        | \$0.00   |
| Diskless Configuration (No RAID, No Controller)  | 780-BCDH | \$0.00     | 1        | \$0.00   |
| No Controller  | 405-AACD | \$0.00     | 1        | \$0.00   |
| No Hard Drive  | 400-ABHL | \$0.00     | 1        | \$0.00   |
| BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),LP                              | 403-BCHI | \$258.64   | 1        | \$258.64 |
| No Operating System  | 619-ABVR | \$0.00     | 1        | \$0.00   |
| No Media Required  | 421-5736 | \$0.00     | 1        | \$0.00   |
| OpenManage Enterprise Advanced   | 528-BIYY | \$87.98    | 1        | \$87.98  |
| iDRAC9 Datacenter 14G  | 528-CIBI | \$232.55   | 1        | \$232.55 |
| iDRAC Group Manager, Enabled   | 379-BCQV | \$0.00     | 1        | \$0.00   |
| iDRAC,Legacy Password  | 379-BCSG | \$0.00     | 1        | \$0.00   |
| Riser Config 2, 3x16 LP  | 330-BBGN | \$5.59     | 1        | \$5.59   |
| QLogic FastLinQ 41164 Quad Port 10GbE SFP+, rNDC                                       | 555-BDXY | \$258.64   | 1        | \$258.64 |
| No Internal Optical Drive for x4 and x8 HDD Chassis                                    | 429-ABBF | \$0.00     | 1        | \$0.00   |
| 8 Standard Fans for R640   | 384-BBQJ | \$0.00     | 1        | \$0.00   |
| Dual, Hot-plug, Redundant Power Supply (1+1), 750W                                     | 450-AJSC | \$202.74   | 1        | \$202.74 |
| LCD Bezel  | 325-BCHG | \$49.73    | 1        | \$49.73  |
| Dell EMC Luggage Tag   | 350-BBJS | \$0.00     | 1        | \$0.00   |
| Quick Sync 2 (At-the-box mgmt)   | 350-BBKC | \$43.84    | 1        | \$43.84  |
| Performance BIOS Settings  | 384-BBBL | \$0.00     | 1        | \$0.00   |

|  |          |                    |                 |                     |
|--|----------|--------------------|-----------------|---------------------|
| UEFI BIOS Boot Mode with GPT Partition   | 800-BBDM | \$0.00             | 1               | \$0.00              |
| ReadyRails Sliding Rails Without Cable Management Arm  | 770-BBBC | \$43.84            | 1               | \$43.84             |
| No Systems Documentation, No OpenManage DVD Kit  | 631-AACK | \$0.00             | 1               | \$0.00              |
| US Order   | 332-1286 | \$0.00             | 1               | \$0.00              |
| Dell Hardware Limited Warranty Plus On-Site Service  | 813-9255 | \$68.89            | 1               | \$68.89             |
| ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years                  | 813-9259 | \$365.80           | 1               | \$365.80            |
| ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended         | 813-9260 | \$763.63           | 1               | \$763.63            |
| ProSupport Mission Critical: 7x24 HW / SW Technical Support and Assistance, 5 Years                        | 813-9268 | \$657.54           | 1               | \$657.54            |
| Dell Limited Hardware Warranty Plus Service, Extended Year(s)  | 975-3462 | \$0.00             | 1               | \$0.00              |
| Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 | 989-3439 | \$0.00             | 1               | \$0.00              |
| ProDeploy Plus Dell Server R Series 1U/2U - Deployment   | 804-6750 | \$1,911.67         | 1               | \$1,911.67          |
| ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification  | 804-6751 | \$26.34            | 1               | \$26.34             |
| ProDeploy Plus Training Credits 300 Redeem at education.dellemc.com Expires 1Yr from Order Date            | 812-4005 | \$298.50           | 1               | \$298.50            |
| 64GB RDIMM, 3200MT/s, Dual Rank  | 370-AEVP | \$926.58           | 12              | \$11,118.96         |
| QLogic FastLinQ 41164 Quad Port 10GbE BASE-T Adapter, PCIe Low Profile                                     | 540-BCHC | \$361.63           | 1               | \$361.63            |
| QLogic FastLinQ 41262 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile                                   | 540-BBZJ | \$211.56           | 1               | \$211.56            |
| Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter                    | 470-AAGP | \$30.90            | 4               | \$123.60            |
| Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 3 Meter          | 470-ACEV | \$39.72            | 2               | \$79.44             |
| C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America                                     | 492-BBDI | \$5.88             | 2               | \$11.76             |
| VMware vCenter Server 7 Standard for vSphere 7 (Per Instance), 5 Year Lic and Sub                          | 528-CKBV | \$6,132.66         | 1               | \$6,132.66          |
| VMware vSAN 7 Enterprise Plus, 1 CPU (max 32 cores/CPU socket), 5YR, License and Support                   | 528-CMCX | \$7,445.62         | 2               | \$14,891.24         |
| 5 Years ProSupport VMware vSAN 7 Enterprise Plus 1 CPU Software Support-Maintenance                        | 844-3683 | \$1,705.89         | 2               | \$3,411.78          |
|  |          |                    | <b>Quantity</b> | <b>Subtotal</b>     |
| <b>PowerEdge R640 - [amer_r640_12232]</b>  |          | <b>\$23,136.80</b> | <b>7</b>        | <b>\$161,957.60</b> |

Estimated delivery if purchased today:  
Nov. 29, 2021  
Contract # C000000010731  
Customer Agreement # MNWNC-108/ADSPO16-098163

| Description                                       | SKU      | Unit Price | Quantity | Subtotal |
|---|----------|------------|----------|----------|
| PowerEdge R640 Server                             | 210-AKWU | \$112.03   | 7        | \$784.21 |
| PowerEdge R640 MLK Motherboard                    | 329-BEIJ | \$0.00     | 7        | \$0.00   |
| Trusted Platform Module 2.0                       | 461-AAEM | \$26.47    | 7        | \$185.29 |
| No Hard Drive, No Backplane chassis               | 321-BCUP | \$0.00     | 7        | \$0.00   |
| PowerEdge R640 Shipping                           | 340-BKNE | \$0.00     | 7        | \$0.00   |
| PowerEdge R640 x8 Drive Shipping Material         | 340-COPS | \$0.00     | 7        | \$0.00   |
| PowerEdge R640 CCC and BIS Marking, No CE Marking | 389-DSVJ | \$0.00     | 7        | \$0.00   |

|  |          |            |   |             |
|--|----------|------------|---|-------------|
| Intel Xeon Gold 6226 2.7G, 12C/24T, 10.4GT/s, 19.25M Cache, Turbo, HT (125W) DDR4-2933   | 338-BTSO | \$756.64   | 7 | \$5,296.48  |
| Intel Xeon Gold 6226 2.7G, 12C/24T, 10.4GT/s, 19.25M Cache, Turbo, HT (125W) DDR4-2933   | 338-BTSO | \$756.64   | 7 | \$5,296.48  |
| Additional Processor Selected  | 379-BDCO | \$0.00     | 7 | \$0.00      |
| DIMM Blanks for System with 2 Processors   | 370-ABWE | \$0.00     | 7 | \$0.00      |
| Standard 1U Heatsink   | 412-AAIQ | \$5.08     | 7 | \$35.56     |
| Standard 1U Heatsink   | 412-AAIQ | \$5.08     | 7 | \$35.56     |
| 3200MT/s RDIMMs  | 370-AEVR | \$0.00     | 7 | \$0.00      |
| Performance Optimized  | 370-AAIP | \$0.00     | 7 | \$0.00      |
| Diskless Configuration (No RAID, No Controller)  | 780-BCDH | \$0.00     | 7 | \$0.00      |
| No Controller  | 405-AACD | \$0.00     | 7 | \$0.00      |
| No Hard Drive  | 400-ABHL | \$0.00     | 7 | \$0.00      |
| BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),LP  | 403-BCHI | \$235.01   | 7 | \$1,645.07  |
| No Operating System  | 619-ABVR | \$0.00     | 7 | \$0.00      |
| No Media Required  | 421-5736 | \$0.00     | 7 | \$0.00      |
| OpenManage Enterprise Advanced   | 528-BIYY | \$79.94    | 7 | \$559.58    |
| iDRAC9 Datacenter 14G  | 528-CIBI | \$211.31   | 7 | \$1,479.17  |
| iDRAC Group Manager, Enabled   | 379-BCQV | \$0.00     | 7 | \$0.00      |
| iDRAC,Legacy Password  | 379-BCSG | \$0.00     | 7 | \$0.00      |
| Riser Config 2, 3x16 LP  | 330-BBGN | \$5.08     | 7 | \$35.56     |
| QLogic FastLinQ 41164 Quad Port 10GbE SFP+, rNDC   | 555-BDXY | \$235.01   | 7 | \$1,645.07  |
| No Internal Optical Drive for x4 and x8 HDD Chassis  | 429-ABBF | \$0.00     | 7 | \$0.00      |
| 8 Standard Fans for R640   | 384-BBQJ | \$0.00     | 7 | \$0.00      |
| Dual, Hot-plug, Redundant Power Supply (1+1), 750W   | 450-AJSC | \$184.21   | 7 | \$1,289.47  |
| LCD Bezel  | 325-BCHG | \$45.18    | 7 | \$316.26    |
| Dell EMC Luggage Tag   | 350-BBJS | \$0.00     | 7 | \$0.00      |
| Quick Sync 2 (At-the-box mgmt)   | 350-BBKC | \$39.84    | 7 | \$278.88    |
| Performance BIOS Settings  | 384-BBBL | \$0.00     | 7 | \$0.00      |
| UEFI BIOS Boot Mode with GPT Partition   | 800-BBDM | \$0.00     | 7 | \$0.00      |
| ReadyRails Sliding Rails Without Cable Management Arm  | 770-BBBC | \$39.84    | 7 | \$278.88    |
| No Systems Documentation, No OpenManage DVD Kit  | 631-AACK | \$0.00     | 7 | \$0.00      |
| US Order   | 332-1286 | \$0.00     | 7 | \$0.00      |
| Dell Hardware Limited Warranty Plus On-Site Service  | 813-9255 | \$62.59    | 7 | \$438.13    |
| ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years  | 813-9259 | \$332.38   | 7 | \$2,326.66  |
| ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended   | 813-9260 | \$693.90   | 7 | \$4,857.30  |
| ProSupport Mission Critical: 7x24 HW / SW Technical Support and Assistance, 5 Years  | 813-9268 | \$597.47   | 7 | \$4,182.29  |
| Dell Limited Hardware Warranty Plus Service, Extended Year(s)  | 975-3462 | \$0.00     | 7 | \$0.00      |
| Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">//www.dell.com/support</a> or call 1-800- 945-3355 | 989-3439 | \$0.00     | 7 | \$0.00      |
| ProDeploy Plus Dell Server R Series 1U/2U - Deployment   | 804-6750 | \$1,911.67 | 7 | \$13,381.69 |

|   |          |            |    |             |
|---|----------|------------|----|-------------|
| ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification                               | 804-6751 | \$26.34    | 7  | \$184.38    |
| ProDeploy Plus Training Credits 300 Redeem at education.dellemc.com Expires 1Yr from Order Date   | 812-4005 | \$298.50   | 7  | \$2,089.50  |
| 64GB RDIMM, 3200MT/s, Dual Rank   | 370-AEVP | \$841.93   | 84 | \$70,722.12 |
| QLogic FastLinQ 41164 Quad Port 10GbE BASE-T Adapter, PCIe Low Profile                            | 540-BCHC | \$328.59   | 7  | \$2,300.13  |
| QLogic FastLinQ 41262 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile                          | 540-BBZJ | \$192.24   | 7  | \$1,345.68  |
| Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter           | 470-AAGP | \$28.07    | 28 | \$785.96    |
| Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 3 Meter | 470-ACEV | \$36.09    | 14 | \$505.26    |
| C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America                            | 492-BBDI | \$5.35     | 14 | \$74.90     |
| VMware vSphere 7 Enterprise Plus for 1 CPU, up to 32 cores, 5 Year License and Maintenance        | 528-CKCQ | \$2,828.72 | 14 | \$39,602.08 |

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|                       |                     |
|-----------------------|---------------------|
| <b>Subtotal:</b>      | <b>\$545,749.81</b> |
| <b>Shipping:</b>      | <b>\$0.00</b>       |
| <b>Estimated Tax:</b> | <b>\$43,114.24</b>  |
| <b>Total:</b>         | <b>\$588,864.05</b> |

# Important Notes

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## Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^Dell Business Credit (DBC):**

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

# Contract Award Notice



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • [www.tempe.gov/procurement](http://www.tempe.gov/procurement)

**Contract Number:** IT15-166-01

IT Partners  
Attn: Mark Thompson  
6939 S Harl Avenue  
Tempe Az 85283

**Contract Period** | 08/03/2015  
To  
08/02/2017

**Phone:** 602.296.6109

**Vendor Number:** 71678

## Solicitation/Contract Requirements

This Contract Award Notice is issued for the **Purchase of HP Enterprise Computers, Servers, and Related Enterprise Products, Accessories, Services and Bolt on Items** per the terms, conditions, specifications and requirements of **Solicitation # 15-166**. The contract shall remain in effect through **08.02.2017** unless extended, renewed or canceled per terms and conditions of **IT15-166-01**. It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

| GROUP NO. | DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION | DISCOUNT OFF PUBLISHED PRICE LIST |
|-----------|---|-----------------------------------|
|-----------|---|-----------------------------------|

[Use Hewlett Packard price list located at \[www.hp.com\]\(http://www.hp.com\), for Government & Education, State and Local Government for Groups 1 through 9.](#)

### HP Products

|   |  |           |
|---|--|-----------|
| 1 | HP 9000 and Integrity servers and upgrade components | 27% - 60% |
| 2 | HP storage products and solutions                    | 34% - 70% |
| 3 | HP backup and recovery products                      | 27% - 60% |
| 4 | HP system software and monitoring tools              | 27% - 60% |
| 5 | HP Openview products and services                    | 27% - 60% |
| 6 | HP Proliant enterprise servers                       | 27% - 60% |
| 7 | HP enterprise Printers                               | 27% - 60% |
| 8 | HP remarketed products                               | 50% - 75% |
| 9 | HP enterprise system maintenance and support         | 15% - 25% |

### Non-HP Products

|    |  |           |
|----|--|-----------|
| 10 | Rack and power systems for the data center<br><br>American Power Conversion (APC) - <a href="http://www.apc.com">www.apc.com</a><br>Catalog Number<br><a href="http://www.apc.com/site/support/us/en/warranty-services">http://www.apc.com/site/support/us/en/warranty-services</a><br>Warranty Period | 15% - 30% |
| 11 | Miscellaneous devices, peripherals, cables for operation or interfacing of HP equipment.<br><br>World of Cables - <a href="http://www.worldofcables.com">www.worldofcables.com</a>   | 15% - 30% |

arbitech - [arbitech.com](http://arbitech.com)

Ingram Micro - [www.ingrammicro.com](http://www.ingrammicro.com)

Catalog Number

[www.worldofcables.com](http://www.worldofcables.com)

[arbitech.com](http://arbitech.com)

[www.ingrammicro.com](http://www.ingrammicro.com)

Warranty Period

- 12 Percentage discount off Contractor(s) catalog (if applicable) for related enterprise items and/or services not listed in groups 1 through 10.

**To compliment the HP Enterprise environment, IT Partners offers these related items as our Contractor catalog. Please use the respective OEM price lists located at the OEM sites below. Our Letters of Authorization from each of these OEMs are available upon request.**

**Aruba Networks** - Enterprise Gigabit Wi-Fi - [www.arubanetworks.com](http://www.arubanetworks.com)

25% - 75%

Catalog Number

<http://www.arubanetworks.com/support-services/product-warranties>

Warranty Period

**Atlantis Computing** - Software Defined Storage - [www.atlantiscomputing.com](http://www.atlantiscomputing.com)

15% - 30%

Catalog Number

<http://www.atlantiscomputing.com>

Warranty Period

**Brocade** - Software Defined Networking/SAN Backbone - [www.brocade.com](http://www.brocade.com)

25% - 75%

Catalog Number

<http://www.brocade.com/services-support/warranties/index.page>

Warranty Period

**Cisco** - Networking/Enterprise Technology - [www.cisco.com](http://www.cisco.com)

35% - 65%

Catalog Number

<http://www.cisco.com/c/en/us/products/warranty-listing.html>

Warranty Period

**EMC** - Storage/Cloud/Data Management - [www.emc.com](http://www.emc.com)

35% - 75%

Catalog Number

<http://www.emc.com/customer-services/product-warranty-and-service-descriptions.htm>

Warranty Period

**F5 Networks** - IP Traffic/Application Management - [www.f5.com](http://www.f5.com)

25% - 55%

Catalog Number

<https://f5.com/about-us/policies/warranties>

Warranty Period

**Hortonworks** - Distributed Data Processing - [www.hortonworks.com](http://www.hortonworks.com)

15% - 35%

Catalog Number

<http://hortonworks.com/agreements/terms-of-service/>

Warranty Period

**IT Partners** - Warranty & Contract Management - [www.goitpartners.com](http://www.goitpartners.com)

No Charge - Zero Cost

Catalog Number

[IT Partners IPTTrax Portal \(Contact RFP POC for Login\)](#)

Warranty Period

**Liquidware Labs** - User/Desktop Management - [www.liquidwarelabs.com](http://www.liquidwarelabs.com)

15% - 50%

Catalog Number

<http://www.liquidwarelabs.com/content/pdf/documents/general/Liquidware-Labs-Software-License-Agreement.pdf>

Warranty Period

**NetApp** - Enterprise Storage/Data Management - [www.netapp.com](http://www.netapp.com)

35% - 75%

Catalog Number

<http://www.netapp.com/us/system/pdf-reader.aspx?cc=us&m=extended-warranty-hardware-support-product-description.pdf&pdfUri=tcm:10-67592>

Warranty Period

**Nimble Storage** - Flash Storage Solutions - [www.nimblestorage.com](http://www.nimblestorage.com)

35% - 75%

Catalog Number

<http://info.nimblestorage.com/rs/nimblestorage/images/nimblestorage-support-offerings.pdf>

Warranty Period

**Palo Alto Networks** - Enterprise Security Management [paloaltonetworks.com](http://paloaltonetworks.com)

15% - 50%

Catalog Number

<https://www.paloaltonetworks.com/support/product-warranty.html>

Warranty Period

**Teradici** - Virtual workspace provisioning/management - [www.teradici.com](http://www.teradici.com)

15% - 50%

Catalog Number

<http://www.teradici.com/terms-of-use>

Warranty Period

**Veeam** - Backup, DR, Virtualization management - [www.veeam.com](http://www.veeam.com)

15% - 50%

Catalog Number

<http://www.veeam.com/eula.html>

Warranty Period

**VMware** - Virtualized Converged Compute/Storage/Networking [www.vmware.com](http://www.vmware.com)

15% - 65%

Catalog Number

<http://www.vmware.com/industry/government/warranty>

Warranty Period

**Zerto** - BC/DR data replication/protection for VMware - [www.zerto.com](http://www.zerto.com)

15% - 50%

Catalog Number

<http://www.zerto.com/terms-of-use-and-privacy-policy/>

Warranty Period




| <u>Consulting Services (If no charge, please use \$0.00)</u> |  | <b>Hourly Rate</b>  |
|--|--|---------------------|
| 13   | HP server hardware (ProLiant, HP9000)  | \$125.00            |
| 14   | VMWare VCP or equivalent   | \$125.00            |
| 15   | Microsoft MCTIP or equivalent  | \$75.00             |
| 16   | HP ASE backup and recovery expert (Surestore, dataprotector, de-duplication) | \$125.00            |
| 17   | F5 Networks Professional Certification                                       | \$125.00            |
| 18   | Certified enterprise technology specialist                                   | \$125.00            |
| 19   | Installation   | \$0.00              |
| 20   | Post-installation  | \$0.00              |
| 21   | Project Meetings   | \$0.00              |
| <u>Other Consulting Services</u>                             |  |                     |
| 22   | IT Partners Other Consulting Services (not identified above)                 | \$125.00 - \$190.00 |

### Vendor Address Change

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current. At least once a year, contact the Procurement Officer identified for this contract and ensure your current address has been entered to the City Procurement Office automated system.

Please note that your City of Tempe contract number is **IT15-166-01**. This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, **Attn:Lisa Ernst**, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Attn: Accounting** PO Box 5002, Tempe, Arizona 85280.

  
 Ted Stallings  
 Procurement Officer  
 (480) 350-8617

  
 Michael Greene, C.P.M.  
 Central Services Administrator

**THIS IS NOT A PURCHASE ORDER.**  
 All terms and conditions of this Award Document are per the City's Solicitation Document

# Contract Modification Notice

Internal Services  
Procurement Office  
20 E. 6<sup>th</sup> Street  
Tempe, AZ 85281



**Contract Number:** IT15-166-01  
**Description:** HP Enterprise Computer Servers

**Issue Date:** July 20, 2021

## Effective Date

**Beginning:** August 02, 2021

71678

### IT Partners

Mark Thompson  
6939 S. Harl Avenue  
Tempe Az 85283


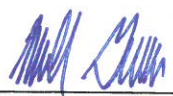
This Contract Modification is being issued to formally document a change related to the above referenced contract. It shall remain in effect through the current expiration date unless extended or canceled per terms and conditions of the above referenced contract.

### Contract Modification Information:

Section Five (5) of the Special Terms and Conditions states *The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term.*

This contract modification is being issued by the City to invoke a unilateral extension; the period of this contract is hereby extended 60 days beyond the stated term. The new expiration date of this contract is October 1, 2021.

## City of Tempe Contract Modification Acceptance

|   |                 |   |                 |
|---|-----------------|---|-----------------|
| <br>Kathleen Shipman CPPB<br>Procurement Officer | 7-20-21<br>Date | <br>Michael Greene, C.P.M., CPPO<br>Procurement Administrator | 7-20-21<br>Date |
|---|-----------------|---|-----------------|

**ARF-6927**

**Regular Agenda Item 3. E.**

**Regular BOS Meeting**

Meeting Date: 10/05/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY21-22 FY22-23 Budgeted?: Yes

Contract Dates December 2021 - Grant?: Yes

Begin & End: December 2023

Matching No Fund?: New

Requirement?:

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Information

Request/Subject

Approval to Advertise for Request for Sealed Proposals (RFP) No. 09192021-*American Rescue Plan Act 2021 Consultant* to hire a consultant/firm to assist in grant project management and financial grant compliance and reporting.

Background Information

Gila County was awarded \$10,492,363 in American Rescue Plan Act 2021 (ARPA) grant funds. The first tranche in the amount of \$5,246,181.50 was received on May 19, 2021. The second tranche is due to Gila County approximately one year from the first tranche. Since the funding was announced, Administration is developing a plan to present to the Board on allowable projects based on the grant guidance. The funding preceded federal grant guidance so an Interim Final Rule was established by the U.S. Department of Treasury with specific guidance. Comments were solicited and the Final Rule is due to be released later this year. Because of the complexity of these rules and guidance, Administration is requesting approval to engage an experienced firm/consultant to ensure the identified projects are allowable, project management to ensure timelines are met, required periodic reporting occurs by the required deadlines, and funds are spent and reported accurately over the life of the grant award.

Evaluation

As there are very specific uses for the ARPA funds and a tremendous amount of reporting requirements, it is in the best interest of the County to use a portion of the ARPA funds to engage a consultant/firm to administer the ARPA grant.

### Conclusion

As there are very specific uses for the ARPA funds and a tremendous amount of reporting requirements, it is in the best interest of the County to use a portion of the ARPA funds to engage a consultant/firm to administer the ARPA grant.

### Recommendation

Staff recommends soliciting for firm/consultant to administer the ARPA grant.

### Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Sealed Proposals No. 09192021 - *American Rescue Plan Act 2021 (ARPA) Consultant* to administer ARPA funds. **(Maryn Belling)**

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### Attachments

Exhibit H Request to Advertise  
Request for Sealed Proposals  
RFP 09192021 ARPA Consultant

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**EXHIBIT "H"**

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

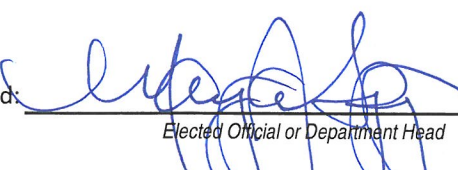
All departments procuring purchases in excess of \$50,000 that requires advertising for bids must follow the Procurement Procedures and must complete Item "I" of this form prior to such purchase. The requesting department is responsible for writing necessary specifications and routing them, including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

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

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

|  |           |                 |
|--|-----------|-----------------|
| FUNDING  | PROJECTS: | ARPA Consultant |
| Fund <u>  1117  </u> Dept No. <u>  201  </u> Program <u>  140  </u> Location _____ Account <u>  4210.4  </u> |           |                 |

INTENT  
It is the intent of this solicitation to establish a contract with a contractor to assist with the project administration and accounting for the ARPA grant funds.


Signed:  \_\_\_\_\_ Date   9-20-2021    
*Elected Official or Department Head*

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

|      |                    |                      |                                |
|------|--------------------|----------------------|--------------------------------|
| DATE | Department Receipt | Placed on Agenda     | _____                          |
|      | Presented to Board | Approved to Call     | <u>  10/5/2021  </u>           |
|      | Delivered to Paper | Paper Name           | <u>  Arizona Silver Belt  </u> |
|      | Advertised From    | To                   | <u>  10/13/2021  </u>          |
|      | Closing Date       | Bid Award Date       | <u>  11/5/2021  </u>           |
|      | Awarded To         | Pre-Bid Meeting Date | <u>  None  </u>                |

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

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

Department Head Signature  \_\_\_\_\_ Date   9/20/2021  

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

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

**IV. APPROVED**

Finance Director Signature \_\_\_\_\_ Date   9/20/2021

GILA COUNTY  
NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 09192021  
AMERICAN RESCUE PLAN ACT 2021 CONSULTANT

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Notice is hereby given that Gila County is requesting proposals from qualified Consultants/firms to provide support services to manage American Rescue Plan Act 2021 grant funded projects identified by County.

SUBMITTAL DUE DATE: 11:00 AM, MST, November 5, 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. 09192021 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](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](mailto: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: October 13, 2021, and October 20, 2021**

Signed: \_\_\_\_\_  
Tim R. Humphrey, Chairman of the Board

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

Signed: \_\_\_\_\_  
The Gila County Attorney's Office

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

**GILA COUNTY**

**REQUEST FOR PROPOSALS (RFP) NO. 09192021**

**AMERICAN RESCUE PLAN ACT 2021 CONSULTANT**

**BIDDER'S INFORMATION  
CONTRACT DOCUMENTS AND SPECIFICATIONS**



**\*BOARD OF SUPERVISORS\***  
Tim R. Humphrey, Chairman  
Steve Christenson, Vice Chairman  
Woody Cline, Member

**\*COUNTY MANAGER\***  
James Menlove



GILA COUNTY  
NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 09192021  
AMERICAN RESCUE PLAN ACT 2021 CONSULTANT

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All proposals shall be made on the request for sealed proposals forms included in this RFP No. 09192021 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](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](mailto: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: October 13, 2021, and October 20, 2021**

Signed: \_\_\_\_\_  
Tim R. Humphrey, Chairman of the Board

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

Signed: \_\_\_\_\_  
The Gila County Attorney's Office

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



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**INTENT**

REQUEST FOR PROPOSAL FOR: **Consultant to provide project management and administration of ARPA grant funded projects.**

**INTENT:** The County is seeking a professional consulting firm(s) to provide expertise to augment County staff's capabilities to ensure compliance with applicable laws and grant requirements while maximizing the recovery and beneficial uses of ARPA funding for Gila County and potential sub-grantees.

The firm selected will possess demonstrated experience in areas of project management, compliance with federal Office of Management and Budget (OMB)'s Uniform Guidance 2 CFR, Part 200 federal funding requirements, including but not limited to the American Rescue Plan Act 2021 Interim Final Rule and Final Rule.

For the purposes of this Request for Proposal, "Contractor" is defined as an individual or an entity who submits a bid.

## SCOPE OF WORK:

Gila County is in the center of Arizona with a total land area of approximately 4,758 square miles, a population of approximately 53,597. The County has received the first tranche of American Rescue Plan Act of 2021 ("ARPA") funds in the amount of \$5,246,181.50 and anticipates receiving the second tranche in 2022 for a total grant amount of \$10,492,363.

Through this RFP, the County seeks professional services from firms with expertise in the planning, project execution, financial oversight and reporting, administration of ARPA funds, as well as compliance with funding authority requirements. The intent of this RFP is to select a consultant/firm to assist Gila County with the ARPA grant requirements throughout the grant period December 31, 2026 or upon completion of all projects funded through the ARPA grant.

Specifically, the County is seeking a professional consulting firm(s) to provide expertise to augment County staff's capabilities to ensure compliance with applicable laws and grant requirements while maximizing the recovery and beneficial uses of ARPA funding for Gila County and potential sub-grantees.

The firm selected will possess demonstrated experience in areas of project management, compliance with the federal Office of Management and Budget (OMB)'s Uniform Guidance 2 CFR, Part 200 federal funding requirements, including but not limited to the American Rescue Plan 2021 Interim and Final Rules as it applies to County funding and federal acquisition requirements, operations of project funding eligibility under ARPA grant program guidance.

The scope of work will include but not limited to:

- Identify specific language in the eligible uses in the Interim Final Rule that supports the County's intended uses of ARPA funds.
- Review contracts and purchasing documentation to ensure cost recovery and compliance of expenditures using federal funds.
- Regulatory compliance expertise including identification of authorized uses of the ARPA funds. Interpret Federal Guidance and establish and/or verify project eligibility under ARPA.
- Establish procedures for verification of eligibility for award and expenditure of ARPA funds.
- Work with Finance Department staff to establish proper accounting and reporting internal control mechanisms to record, track, and disburse funds according to all federal, state, and local laws and regulations.
- Identify other ARPA or CARES Act funding that can be leveraged with identified projects.
- Provide oversight and guidance to guarantee compliance with OMB Uniform Guidance 2 CFR, Part 200, including performing internal control risk assessments as required.
- Provide assistance and oversight to the County to facilitate and ensure appropriate progress on agreed-upon project timelines and deliverables.
- Provide the County with ARPA grant / funding Schedule of Expenditures of Federal Awards (SEFA) and ARPA close-out services to ensure expenditures are properly reported and grant is properly closed out.
- Prepare and review documentation and reports for completeness to ensure eligible work and costs are captured for audit.
- Provide regular status reports, including reporting on financial performance and project completion. Prepare periodic grant funding compliance reports as required by ARPA grant guidance.

1. Examination:

- a. Documented experience, with references, directly related to federal grant administration, project management, and OMB reporting and compliance. Provide reference contact information; Name of reference, contact name, phone number, email address. **30 points**
- b. Alignment of skills, knowledge and experience with ARPA, CARES ACT, or other COVID federal grant programs **30 points**
- c. Strength, clarity, and strategy of the proposal **20 points**
- d. Budget appropriateness of proposal **10 points**

**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](mailto: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 25.**

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, October 28, 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, Two (2) copies, and One (1) electronic copy on a thumb drive (4 TOTAL) with original signatures on all three (3) of the hard copy 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 Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title American Rescue Plan Act 2021 Consultant Proposal No., "09192021", Date "November 5, 2021", 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.**

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## 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 16 through 27.

### **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](mailto: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

### 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 AMERICAN RESCUE PLAN ACT 2021 CONSULTANT SERVICES PER THE SCOPE OF WORK.

**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, one (1) electronic copy on thumb drive total of three (3), all with original signatures, and (1) electronic copy** shall be submitted at time of bid opening.
  - 1.3.2 Qualification and Certification Form (page 16-17)
  - 1.3.3 Price Sheet (page 18)
  - 1.3.4 References List (page 19)
  - 1.3.5 No Collusion Certification (page 20)
  - 1.3.6 Certification of Debarment (page 21)
  - 1.3.7 Intentions Concerning Subcontracting (page 22)
  - 1.3.8 Legal Arizona Workers Act Compliance (page 23)
  - 1.3.9 Israel Boycott Certification (page 24)
  - 1.3.10 Checklist & Addenda Acknowledgment (page 25)
  - 1.3.11 Offer Page (page 26)
  - 1.3.12 Acceptance of Offer (page 27)

#### **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 reduction.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for two years from the date of award. The county shall have the option to renew the contract for three (3) additional one (1) year periods upon agreement of both parties.

## **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 09192021 AMERICAN RESCUE PLAN ACT 2021 CONSULTANT**

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 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**

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

\_\_\_\_\_  
**Title**



**PRICE SHEET**

Please complete price sheet in its entirety for the services provided in RFP 09192021 AMERICAN RESCUE PLAN ACT 2021 CONSULTANT.

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

Phone No.: \_\_\_\_\_

| COSTS  |          |
|--|----------|
| <i>Annual Rate</i><br><br><i>(Contractor shall be paid per monthly expenditure report. Monthly expenditure report shall be submitted to Gila County by the 15<sup>th</sup> of the following month)</i> | \$ _____ |
| <b>TOTAL COST</b>  | \$ _____ |

**\*\*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 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:** \_\_\_\_\_  
    **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 or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

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

---

Typed Name and Title of Authorized Representative

---

Signature of Authorized Representative

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

**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **Bid No. 09192021 AMERICAN RESCUE PLAN ACT 2021 CONSULTANT**, 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.

**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  
 CHECKLIST & ADDENDA ACKNOWLEDGMENT  
 OFFER PAGE

\_\_\_\_\_  
 \_\_\_\_\_  
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 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

|          | #1    | #2    | #3    | #4    | #5    |
|----------|-------|-------|-------|-------|-------|
| Initials | _____ | _____ | _____ | _____ | _____ |
| Date     | _____ | _____ | _____ | _____ | _____ |

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
 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. 09192021 AMERICAN RESCUE PLAN ACT 2021 CONSULTANT. 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, November 5, 2021, by 11:00 AM.



**OFFER PAGE**

**TO GILA COUNTY:**

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

Signature also certifies the 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: 09192021 AMERICAN RESCUE PLAN ACT 2021 CONSULTANT**

**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.: 09192021, 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. 09192021**. 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:**

\_\_\_\_\_  
**Tim R. Humphrey, Chairman, Board of Supervisors**

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**The Gila County Attorney's Office**

**ARF-6924**

**Regular Agenda Item 3. F.**

**Regular BOS Meeting**

Meeting Date: 10/05/2021

Submitted For: Michael O'Driscoll, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Health & Emergency Management

Fiscal Year: 2022 Budgeted?: Yes

Contract Dates Two years from award Grant?: Yes

Begin & End:

Matching No Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Request to Advertisement of Request for Proposals No.  
091521-Sub-Grantee for Project Management - Workforce Development  
Crisis Emergency Cooperative Agreement Grant.

Background Information

On March 11, 2021, the U.S. President signed into law the American Rescue Plan Act of 2021 (P.L. 117-2). The Act provides additional relief to address the continued impact of the Coronavirus Disease 2019 (COVID-19) pandemic on the economy; public health; state, tribal, local, and territorial (STLT) governments; individuals; and businesses. To support the governmental public health response to COVID-19, the Centers for Disease Control and Prevention (CDC) is activating the CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response. CDC is awarding funding, totaling \$2,000,000,000, to eligible jurisdictions on the approved but unfunded (ABU) list for CDC-RFA-TP18-1802 to establish, expand, and sustain a public health workforce. These funds are in addition to, and separate from, funds CDC previously awarded to select jurisdictions for COVID-19 response activities through CDC-RFA-TP18-1802 in the spring of 2020.

Funds will be made available during the two-year budget period and period of performance to conduct activities necessary to expand, train, and sustain a response-ready public health workforce at STLT levels. Recipients will operate under a two-year budget and performance period. Efforts are underway, subject to the availability of funds, to develop

solutions that allow for a more sustained workforce. Details will be provided when available. The two-year period of performance for this funding is July 1, 2021, through June 30, 2023. With prior approval from CDC, reimbursement may be allowed for pre-award costs incurred on or after May 14, 2021, for certain expenses related to jurisdictional COVID-19 prevention, preparedness, response, and recovery initiatives, including public health workforce development needs.

The Gila County Health and Emergency Management Department is seeking consultation services from an organization with experience, knowledge, skills, and abilities to address the CDC Workforce Development Crisis Emergency Cooperative Agreement grant deliverables to establish, expand, and sustain the public health workforce in Gila County. The Gila County Public Health Division is seeking assistance for the completion of grant-related activities over a two-year period that fall within the following four strategies: 1) Hire additional public health staff to sustain ongoing COVID-19 response and recovery initiatives; 2) Augment the public health workforce pipeline to improve the ability to sustain COVID-19 recovery initiatives and prepare for future responses; 3) Develop or enhance training programs for new and/or existing public health staff supporting COVID-19 preparedness, response, and recovery efforts; and 4) Retain existing public health staff through various initiatives to ensure continued COVID-19 preparedness, response, and recovery efforts.

### Evaluation

To support the initiative (Workforce Development), the Gila County Health and Emergency Management Department will implement the following strategies: Using a variety of mechanisms to expand the public health workforce, including, but not limited to: Potentially using the General Services Administration (GSA) COVID-19 Related Support Services (CRSS) contract mechanism available at Acquisition Gateway to obtain contract staff or services; Forming partnerships with academic institutions, creating student internship or fellowship opportunities, and building graduation-to-workforce pipelines; Establishing partnerships with schools of public health, technical and administrative schools, and social services and social science programs; and using temporary staffing or employment agencies.

Using recent gap assessments to inform work plan activities and hiring goals. If a gap assessment is not readily available, funds can be used to conduct this activity. Using funds to conduct a workforce analysis to determine whether health departments were organized to maximum benefit for the COVID-19 response and how they may want to be

reconstituted to prepare for future emergencies. Addressing community recovery and resilience needs to respond effectively to the COVID-19 pandemic and other biologic threats, including vaccine-related education. Training and education for new and existing staff on topics such as incident management training, especially from a public health perspective and integration with emergency management; health equity issues and working with underserved populations; cultural competency; disease investigations; informatics or data management; or other needs identified by the jurisdiction. This can also include training on incident management or emergency management roles for existing staff in other program areas who may be called upon to support the response.

Developing, training, and equipping response-ready “strike force” teams capable of deploying rapidly to meet emergent needs, including through the Emergency Management Assistance Compact. Ensuring a focus on diversity, health equity, and inclusion by delineating goals for hiring and training a diverse workforce across all levels who are representative of, and have language competence for the local communities they serve. CDC’s Social Vulnerability Index should be used to inform jurisdictional activities, strategies, and hiring. Ensuring the systematic collection of information about the activities, characteristics, and outcomes of programs, including COVID-19 pandemic response efforts, to inform current program decisions, improve program effectiveness, and make decisions about future program development.

### Conclusion

To meet grant requirements, Gila County is seeking consultation services from an organization with experience, knowledge, skills, and abilities to address the CDC Workforce Development Crisis Emergency Cooperative Agreement grant deliverables to establish, expand, and sustain the public health workforce in Gila County. The Gila County Public Health Division is seeking assistance for the completion of grant-related activities over a two-year period that fall within the following four strategies: 1) Hire additional public health staff to sustain ongoing COVID-19 response and recovery initiatives; 2) Augment the public health workforce pipeline to improve the ability to sustain COVID-19 recovery initiatives and prepare for future responses; 3) Develop or enhance training programs for new and/or existing public health staff supporting COVID-19 preparedness, response, and recovery efforts; and 4) Retain existing public health staff through various initiatives to ensure continued COVID-19 preparedness, response, and recovery efforts.

Upon approval from the Board of Supervisors, the advertisement for Request for Proposals No. 091521-*Sub-Grantee for Project Management*

*(Workforce Development Crisis Emergency Cooperative Agreement grant)* will run in the October 13, 2021, and October 20, 2021, editions of the Arizona Silver Belt newspaper with a proposal due date of November 4, 2021.

Recommendation

It is the recommendation of the Finance Director and the Health and Emergency Management Department Director that the Board of Supervisors authorize the advertisement of Request for Proposals No. 081521- *Sub-Grantee for Project Management (Workforce Development Crisis Emergency Cooperative Agreement grant)* to be published for two consecutive weeks in the Arizona Silver Belt newspaper.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 091521 - *Sub-Grantee for Project Management (Workforce Development Crisis Emergency Cooperative Agreement Grant)*. **(Michael O'Driscoll)**

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Attachments

Request to Advertise

Request for Proposals No. 091521

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EXHIBIT "H"

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

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

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

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

FUNDING PROJECTS: Sub-grantee for Project Management (Workforce

Fund   1008   Dept No.   404   Program \_\_\_\_\_ Location \_\_\_\_\_ Account   4210.4  

INTENT  
It is the intent of this solicitation to establish a contract with a contractor to assist with our workforce development response to the current

Signed: \_\_\_\_\_ Date \_\_\_\_\_  
*Elected Official or Department Head*

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

|      |                          |                            |  |
|------|--------------------------|----------------------------|--|
| DATE | Department Receipt _____ | Placed on Agenda _____     |  |
|      | Presented to Board _____ | Approved to Call _____     |  |
|      | Delivered to Paper _____ | Paper Name _____           |  |
|      | Advertised From _____    | To _____                   |  |
|      | Closing Date _____       | Bid Award Date _____       |  |
|      | Awarded To _____         | Pre-Bid Meeting Date _____ |  |

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

Department Name:   Health & Emergency Management  

Department Head Signature \_\_\_\_\_ Date   9/14/2021  

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

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

**IV. APPROVED**

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

**GILA COUNTY**

**REQUEST FOR PROPOSALS (RFP) NO. 091521**

**SUB-GRANTEE FOR PROJECT MANAGER (WORKFORCE DEVELOPMENT CRISIS  
EMERGENCY COOPERATIVE AGREEMENT GRANT)**

**BIDDER'S INFORMATION  
CONTRACT DOCUMENTS AND SPECIFICATIONS**



**\*BOARD OF SUPERVISORS\***  
Tim R. Humphrey, Chairman  
Steve Christenson, Vice Chairman  
Woody Cline, Member

**\*COUNTY MANAGER\***  
James Menlove





**GILA COUNTY**  
**NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 091521**  
**SUB-GRANTEE FOR PROJECT MANAGER (WORKFORCE DEVELOPMENT CRISIS EMERGENCY COOPERATIVE AGREEMENT GRANT)**

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Notice is hereby given that Gila County is requesting proposals from qualified Contractors to develop a program for Sub-Grantee for Project Manager (Workforce Development Crisis Emergency Cooperative Agreement Grant).

**SUBMITTAL DUE DATE:** 11:00 AM, MST, November 4, 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. 091521 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](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](mailto: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: October 13, 2021, and October 20, 2021**

Signed: \_\_\_\_\_  
Tim R. Humphrey, Chairman of the Board

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

Signed: \_\_\_\_\_  
The Gila County Attorney's Office

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

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## INTENT

### REQUEST FOR PROPOSAL FOR: **Sub-Grantee for Project Manager (Workforce Development Crisis Emergency Cooperative Agreement Grant)**

#### **INTENT:**

Gila County Division of Health and Emergency Management is seeking consultation services from an organization with experience, knowledge, skills, and abilities to address the CDC Workforce Development Crisis Emergency Cooperative Agreement grant deliverables to establish, expand, and sustain the public health workforce in Gila County. The Gila County Public Health Department is seeking assistance for the completion of grant related activities over a two-year period that fall within the following four strategies: 1) Hire additional public health staff to sustain ongoing COVID-19 response and recovery initiatives; 2) Augment the public health workforce pipeline to improve the ability to sustain COVID-19 recovery initiatives and prepare for future responses; 3) Develop or enhance training programs for new and/or existing public health staff supporting COVID-19 preparedness, response, and recovery efforts; and 4) Retain existing public health staff through various initiatives to ensure continued COVID-19 preparedness, response, and recovery efforts.

**For the purposes of this Request for Proposal, "Contractor" is defined as an individual or an entity who submits a bid.**

## SCOPE OF WORK:

The Contractor shall:

This funding is intended to establish, expand, train, and sustain the public health workforce within Gila County to support COVID-19 prevention, preparedness, response, and recovery initiatives. The funding award to Gila County is expected to be used to recruit, hire, and/or train personnel to address projected jurisdictional COVID-19 response needs over the performance period, including hiring personnel to build capacity to address public health priorities deriving from COVID-19.

1. Project Oversight
  - a. Using a variety of mechanisms to expand the public health workforce, including, but not limited to:
    - i. Potentially using the General Services Administration (GSA) COVID-19 Related Support Services (CRSS) contract mechanism available at Acquisition Gateway to obtain contract staff or services;
    - ii. Forming partnerships with academic institutions, creating student internship or fellowship opportunities, and building graduation-to-workforce pipelines;
    - iii. Establishing partnerships with schools of public health, technical and administrative schools, and social services and social science programs; and
    - iv. Using temporary staffing or employment agencies.
  - b. Using recent gap assessments to inform work plan activities and hiring goals. If a gap assessment is not readily available, funds can be used to conduct this activity.
  - c. Using funds to conduct a workforce analysis to determine whether health departments were organized to maximum benefit for the COVID-19 response and how they may want to be reconstituted to prepare for future emergencies.
  - d. Addressing community recovery and resilience needs to respond effectively to the COVID-19 pandemic and other biologic threats, including vaccine-related education.
  - e. Training and education for new and existing staff on topics such as incident management training, especially from a public health perspective and integration with emergency management; health equity issues and working with underserved populations; cultural competency; disease investigations; informatics or data management; or other needs identified by the jurisdiction.
    - i. This can also include training on incident management or emergency management roles for existing staff in other program areas who may be called upon to support the response.
  - f. Developing, training, and equipping response-ready “strike force” teams capable of deploying rapidly to meet emergent needs, including through the Emergency Management Assistance Compact.
  - g. Ensuring a focus on diversity, health equity, and inclusion by delineating goals for hiring and training a diverse workforce across all levels who are representative of, and have language competence for the local communities they serve. CDC’s Social Vulnerability Index should be used to inform jurisdictional activities, strategies, and hiring.

- h. Ensuring the systematic collection of information about the activities, characteristics, and outcomes of programs, including COVID-19 pandemic response efforts, to inform current program decisions, improve program effectiveness, and make decisions about future program development.
- 2. Evaluation
    - a. Monitor, collect, and report on all workforce development efforts
    - b. Facilitate training opportunities
    - c. Develop a scheduled reporting process for Gila County needs
    - d. Provide annual reporting and evaluation of the program and project(s)
- 3. Implementation Support
    - a. Work with Gila County staff in all aspects of the strategy and implementation
    - b. Provide technical assistance and subject matter expertise in:
      - i. Workforce Development
      - ii. Training strategies
      - iii. Retainment activities
      - iv. Gap Analysis
- 4. Deliverables:
    - a. The Contractor shall:
      - i. Submit quarterly detailed progress reports
      - ii. Support the development of bi-annual reports
      - iii. Develop annual report
      - iv. Provide periodic analysis of progress
      - v. Develop strategic timeline for program
- 5. Minimum Qualifications:
    - a. Documented experience and references directly related to workforce development.
    - b. Master's in Organizational Leadership or related field with documented public health workforce experience
    - c. Experience in rural counties, working in public health
    - d. Strong track record with managing processes and people
    - e. Expertise in technology and workforce strategies
    - f. Ten years leadership experience
    - g. Data processing capabilities
- 6. Proposal response requirements:
    - a. A concise proposal narrative based on the following weighted criteria:
    - b. Description of Organization
    - c. Key Staff Qualifications and Resume/CV outlining experience in the administration, implementation, and evaluation of workforce development programs, grant management, community partnerships, public health experience, and experience working in Gila County or other rural counties.

7. Examination:
  - a. Documented experience, with references, directly related to workforce development, organizational leadership, and staff training programs. **30 points**
  - b. Alignment of skills, knowledge and experience with rural health program needs **30 points**
  - c. Strength, clarity, and strategy of the proposal **20 points**
  - d. Budget appropriateness of proposal **10 points**

## **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](mailto: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 25.**
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, October 28, 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.

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 "SUB-GRANTEE FOR PROJECT MANAGER (WORKFORCE DEVELOPMENT CRISIS EMERGENCY COOPERATIVE AGREEMENT GRANT)", Proposal No., "091521", Date "November 4, 2021", 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:



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General Terms & Conditions continued...

- 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 16 through 27.

**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.**

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**Contract Award Agreement continued...**

**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](mailto: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

### 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 SUB-GRANTEE FOR PROJECT MANAGER (WORKFORCE DEVELOPMENT CRISIS EMERGENCY COOPERATIVE AGREEMENT GRANT) 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 16-17)
  - 1.3.3 Price Sheet (page 18)
  - 1.3.4 References List (page 19)
  - 1.3.5 No Collusion Certification (page 20)
  - 1.3.6 Certification of Debarment (page 21)
  - 1.3.7 Intentions Concerning Subcontracting (page 22)
  - 1.3.8 Legal Arizona Workers Act Compliance (page 23)
  - 1.3.9 Israel Boycott Certification (page 24)
  - 1.3.10 Checklist & Addenda Acknowledgment (page 25)
  - 1.3.11 Offer Page (page 26)
  - 1.3.12 Acceptance of Offer (page 27)

#### 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 reduction.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for one year from the date of award. The county shall have the option to renew the contract for three (3) additional one (1) year periods upon agreement of both parties.

## **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 091521 SUB-GRANTEE FOR PROJECT MANAGER (WORKFORCE DEVELOPMENT CRISIS EMERGENCY COOPERATIVE AGREEMENT GRANT)**

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 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**

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

\_\_\_\_\_  
**Title**

**PRICE SHEET**

Please complete price sheet in its entirety for the services provided in RFP 091521 SUB-GRANTEE FOR PROJECT MANAGER (WORKFORCE DEVELOPMENT CRISIS EMERGENCY COOPERATIVE AGREEMENT GRANT).

**Contractor Name:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_

| <b>COSTS</b>   |          |
|--|----------|
| <i><b>Annual Rate</b></i><br><br><i><b>(Contractor shall be paid per monthly expenditure report. Monthly expenditure report shall be submitted to Gila County by the 15<sup>th</sup> of the following month)</b></i> | \$ _____ |
|  |          |
| <b>TOTAL COST</b>  | \$ _____ |

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

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

STATE OF ARIZONA                     )  
  )ss  
COUNTY OF GILA                     )

\_\_\_\_\_  
(Name of Individual)

being first duly sworn, deposes and says:

That he or she is \_\_\_\_\_  
(Title)

Of \_\_\_\_\_ and  
(Name of Business)

That he or she is submitting a proposal on **SUB-GRANTEE FOR PROJECT MANAGER (WORKFORCE DEVELOPMENT CRISIS EMERGENCY COOPERATIVE AGREEMENT GRANT), RFP NO. 091521** 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 \_\_\_\_\_

\_\_\_\_\_  
(Name of Business)

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

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_ My Commission expires: \_\_\_\_\_

Notary Public

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

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

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

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

---

Typed Name and Title of Authorized Representative

---

Signature of Authorized Representative

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

**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **Bid No. 091521 SUB-GRANTEE FOR PROJECT MANAGER (WORKFORCE DEVELOPMENT CRISIS EMERGENCY COOPERATIVE AGREEMENT GRANT)**, 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.



**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:**

| <u>REQUIRED DOCUMENT</u>             | <u>COMPLETED AND EXECUTED</u> |
|--------------------------------------|-------------------------------|
| 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                           | _____                         |

---

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

|          | #1    | #2    | #3    | #4    | #5    |
|----------|-------|-------|-------|-------|-------|
| Initials | _____ | _____ | _____ | _____ | _____ |
| Date     | _____ | _____ | _____ | _____ | _____ |

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
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. 091521 SUB-GRANTEE FOR PROJECT MANAGER (WORKFORCE DEVELOPMENT CRISIS EMERGENCY COOPERATIVE AGREEMENT GRANT). 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, November 4, 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: 091521 SUB-GRANTEE FOR PROJECT MANAGER (WORKFORCE DEVELOPMENT CRISIS EMERGENCY COOPERATIVE AGREEMENT GRANT)**

**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.: 091521, 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. 091521**. 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:**

\_\_\_\_\_  
**Tim R. Humphrey, Chairman, Board of Supervisors**

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**The Gila County Attorney's Office**

**ARF-6915**

**Consent Agenda Item 4. A.**

**Regular BOS Meeting**

Meeting Date: 10/05/2021

Submitted For: Bradley Beauchamp, County Attorney

Submitted By: Athena Gooding, Legal Secretary, Lead

Department: County Attorney

Fiscal Year: 2022

Budgeted?: Yes

Contract Dates July 1, 2021 - June

Grant?: No

Begin & End: 30, 2022

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

FY 2022 Victims' Rights Program Award Agreement No. 2022-004 with the Office of the Attorney General.

Background Information

Monies are distributed and received by the Attorney General pursuant to A.R.S. §41-2401 and A.R.S. §8-418 and constitute a continuing appropriation. These monies are also subject to legislative appropriation. The allocated funding received from the Attorney General's Office provides for salary and employee-related expenses of a full-time Victim-Advocate/Notification Clerk within the Gila County Attorney's Office. FY 2022 award in the amount of \$18,122 has no financial impact on Gila County and requires no matched funds from the County.

Evaluation

The award of \$18,122 is used to cover existing employee salaries and employee-related expenses commencing July 1, 2021, and terminating on June 30, 2022. The funding agreement is used to support the costs of implementing victims' rights laws mandated by the provisions of Arizona Revised Statutes Title 13, Crime Victims' Rights, and Title 8, Victims' Rights for Juvenile Offenses.

Conclusion

The intent of the program funds is two-fold: 1) To provide financial support to the Gila County Attorney's Office charged with performing the duties under A.R.S. Title 13 and A.R.S. Title 8, and 2) to encourage efficient and effective use of resources to meet statutory requirements aimed at ensuring victims' rights and access to justice. Mandated services provided to victims include, but are not limited to notification of all court hearings, court escorts, victim compensation, provide emotional support, assist in transportation, scheduling interviews with prosecutors, and assisting with any other social service needs. These funds are essential to carrying out these duties.

### Recommendation

It is recommended by the Gila County Attorney that the Board accept and approve the FY 2022 Victims' Rights Program Award Agreement No. AG No. 2022-004 in the amount of \$18,122 for the salary/benefits of a full-time Victim Advocate in the County Attorney's Office.

### Suggested Motion

Approval of FY 2022 Victims' Rights Program Award Agreement No. AG No. 2022-004 between the Gila County Attorney's Office and the Arizona Attorney General's Office in the amount of \$18,122 to cover the existing salary and employee-related expenses for a full-time advocate for the period July 1, 2021, through June 30, 2022.

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### Attachments

Award Agreement FY 2022

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**State of Arizona**  
**Office of the Attorney General**  
**FY 2022 Victims' Rights Program**  
**AWARD AGREEMENT**  
**A.G. #: 2022-004**

RECIPIENT

|                      |   |
|----------------------|---|
| <i>Name:</i>         | Debra Blair   |
| <i>Contact:</i>      | Debra Blair   |
| <i>Address:</i>      | 1400 East Ash Street-Guerrero Building, Globe, AZ 85501   |
| <i>Award Amount:</i> | \$18,122.00   |
| <i>Purpose:</i>      | To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting County Attorney as an entity type. |

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- Victims' Rights Fund.

This AGREEMENT is made this first day of July 2021, by and between the Arizona Attorney General, and the Debra Blair, the "Contractor", to commence on July 1, 2021 and terminate June 30, 2022. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown \$18,122.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

- A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7
- B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved \$18,122.00 award budget as follows:

Personnel: \$18,122.00 ERE/Benefits: \$0.00  
 Title: Legal Secretary/Advocate Percent: 50%  
 Consulting: \$0.00 N/A  
 Operating: \$0.00 N/A  
 Equipment: \$0.00 N/A

- C. To complete and submit, on or before August 12, 2022, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2022 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.
- E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.
- F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 38-214 and 38-215.
- G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.
- H. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.
- I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

- A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.
- B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
- C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.
- D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 12, 2022, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.
- E. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- F. Any and all award funds not expended by June 30, 2022, will be returned to the Attorney General.
- G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written.

FOR THE ATTORNEY GENERAL: \_\_\_\_\_  
 Jerry Connolly, Procurement Manager

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

FOR THE CONTRACTOR: \_\_\_\_\_  
 \_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date: Printed Name and Title

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_

\_\_\_\_\_  
 Clerk of the Governing Board (if applicable)

\_\_\_\_\_  
 Date: Legal Counsel (if applicable)

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

**ARF-6918**

**Consent Agenda Item 4. B.**

**Regular BOS Meeting**

Meeting Date: 10/05/2021

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2022

Budgeted?: Yes

Contract Dates 10-15-21 to 10-14-24 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

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Information

Request/Subject

Request to renew Caterpillar Purchase Agreement for a used 621G Auger Scraper s/n DBB00293 from Caterpillar Financial for 48 months for a total price of \$452,606.20 made through the Sourcewell 032515-CAT Heavy Equipment contract for the Recycling and Landfill Management Division of Public Works.

Background Information

The Buckhead Mesa Landfill was using a dump truck and loader to carry cover material from the material pit to the working face of the landfill. This was not efficient so the Board of Supervisors approved the Lease Purchase for an auger scraper on October 15, 2019. The first payment was made in October 2019.

On September 1, 2020, the Board approved the agreement again and a second payment was made in October 2020.

Evaluation

The scraper is working very well, and the Recycle Landfill staff have improved production and feel safer with the efficiency of this one machine. The payment will be due again in October 2021 for the third year. The Public Works Department Director is submitting this request to the Board for approval. The payment should be the same as last year.

Conclusion

With the increased productivity at the Landfill by this new machine, Public Works management and staff would like to continue this Caterpillar contract.

The Caterpillar Financial proposal will charge 3.85% interest over 48 months. This means that government financing through this method is less expensive than the average bank of 5% interest charge because Caterpillar is taking the hit on the initial depreciation. The annual payment of \$84,751.55 plus sales tax of 6.6% for a total amount of \$90,435.15 is due in October of each year.

The final balloon payment of \$56,800 will be due in 2023.

### Recommendation

It is the recommendation by the Public Works Department Director to renew the agreement for the used 621G auger scraper and payment to Caterpillar Financial in October 2021 for the approximate amount of \$90,345.15 through the Sourcewell 032515-CAT Heavy Equipment contract.

### Suggested Motion

Approval to renew the Caterpillar Financial contract for a used 621G Auger Scraper S/N DBB00293 and make the third payment of \$90,345.15 in October 2021.

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### Attachments

Amortization for Scraper 9-1-21

Scraper Signed CAT Lease Documents 10-18-2019

A.R.S. 11-651

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**Caterpillar Financial Services Corporation**  
2120 West End Ave  
P.O. Box 340001  
Nashville, TN 37203 - 0001  
+1-800-651-0567

Contract: 001-1003263-000  
Account Name: GILA COUNTY, AZ  
Contract Rate: 3.849 %  
Term: 60 Months  
Today's Date: 09/01/2021

**IMPORTANT!**

This amortization schedule is intended to be used as a guide and for reference purposes only. It is not binding on Caterpillar Financial Services Corporation. The schedule is based on contract details at the commencement of your contract and assumes that all payments have been made and will be made on their due date. The actual figures may vary if any payments were made or are made after their due date or if a payment is received on a non business day. Please contact the customer service team at Caterpillar Financial Services Corporation if you require any further assistance.

**Amortization**

| Payment Number | Amortized Date | Payment Amount | Interest    | Principal    | Ending Balance |
|----------------|----------------|----------------|-------------|--------------|----------------|
| 1              | 10/23/2019     | \$84,751.55    | \$0.00      | \$84,751.55  | \$284,698.45   |
| 2019 Total     |                | \$84,751.55    | \$0.00      | \$84,751.55  |                |
| 2              | 10/23/2020     | \$84,751.55    | \$10,279.38 | \$74,472.17  | \$210,226.28   |
| 2020 Total     |                | \$84,751.55    | \$10,279.38 | \$74,472.17  |                |
| 3              | 10/23/2021     | \$84,751.55    | \$8,296.59  | \$76,454.96  | \$133,771.32   |
| 2021 Total     |                | \$84,751.55    | \$8,296.59  | \$76,454.96  |                |
| 4              | 10/23/2022     | \$84,751.55    | \$5,353.08  | \$79,398.47  | \$54,372.85    |
| 2022 Total     |                | \$84,751.55    | \$5,353.08  | \$79,398.47  |                |
| 5              | 10/23/2023     | \$56,800.00    | \$2,427.15  | \$54,372.85  | \$0.00         |
| 2023 Total     |                | \$56,800.00    | \$2,427.15  | \$54,372.85  |                |
| Grand Total:   |                | \$395,806.20   | \$26,356.20 | \$369,450.00 |                |



**Verification of Insurance**

**Lessee:**

**LESSOR (we):**

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
2120 West End Avenue  
Nashville, TN 37203-0001

**LESSEE (you):**

**GILA COUNTY, AZ**  
1400 E. ASH STREET  
GLOBE, AZ 85501

**Subject: Insurance Coverage Requirements**

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 3740841 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: Arthur J. Gallagher & Co.

Address: 18201 VonKarmen Ave, ste 200, Irvine CA 92612

Phone No: 949-349-9842

Agent's Name: Stefanie Salazar

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of \$1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

| Model # | Equipment Description | Serial # | VIN # | Value Including Tax |
|---------|-----------------------|----------|-------|---------------------|
| 1. 621G | Caterpillar Scraper   | DBB00293 |       | \$369,000.00        |

**SIGNATURES**

**LESSEE**

**GILA COUNTY, AZ**

Signature Woody Cline

Name (print) Woody Cline

Title Chairman

Date October 15, 2019



**Purchase Agreement**  
**Transaction Number 3740841**



This Purchase Agreement is between **EMPIRE SOUTHWEST, LLC** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

| <u>Description of Unit(s)</u>     | <u>Serial#</u> | <u>VIN #</u> | <u>Freight</u> | <u>Total Price</u> |
|-----------------------------------|----------------|--------------|----------------|--------------------|
| (1) 621G Used Caterpillar Scraper | DBB00293       |              | \$0.00         | \$369,000.00       |

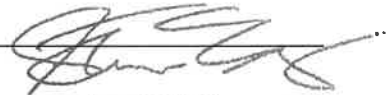
**Lessee:**  
**GILA COUNTY, AZ**  
**1400 E. ASH STREET**  
**GLOBE AZ 85501**

|                                |                     |
|--------------------------------|---------------------|
| <b>Subtotal</b>                | <b>\$369,000.00</b> |
| <b>Federal Excise Tax</b>      | <b>0.00</b>         |
| <b>Other Tax</b>               | <b>0.00</b>         |
| <b>Total Purchase Price</b>    | <b>\$369,000.00</b> |
| <b>Unit(s) Delivery Point:</b> |                     |
| <b>1400 E ASH STREET</b>       |                     |
| <b>GLOBE, AZ 85501, GILA</b>   |                     |


See next page for additional terms and conditions.

**SIGNATURES**

**CATERPILLAR FINANCIAL SERVICES CORPORATION**

Signature   
Name(Print) Stephen Tsang  
Title Documentation Manager  
Date \_\_\_\_\_

**EMPIRE SOUTHWEST, LLC**

Signature   
Name(Print) Tiffany McEwen  
Title Financial Merchandiser  
Date 10/18/19





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/25/2019

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

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

|   |  |   |                             |
|---|--|---|-----------------------------|
| <b>PRODUCER</b><br>Arthur J. Gallagher & Co.<br>Insurance Brokers of CA, Inc LIC # #0726293.<br>18201 Von Karman Ave Suite 200<br>Irvine CA 92612 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 949-349-9800 |   | FAX (A/C, No): 949-349-9900 |
|   | <b>E-MAIL ADDRESS:</b>                                     |   |                             |
|   |  | <b>INSURER(S) AFFORDING COVERAGE</b>        | <b>NAIC #</b>               |
|   |  | INSURER A : Arizona Counties Insurance Pool |                             |
|   |  | INSURER B :                                 |                             |
|   |  | INSURER C :                                 |                             |
|   |  | INSURER D :                                 |                             |
|   |  | INSURER E :                                 |                             |
|   |  | INSURER F :                                 |                             |


|   |            |                                       |                         |
|---|------------|---------------------------------------|-------------------------|
| <b>INSURED</b><br>Gila County<br>Attn: Risk Management Department<br>1400 E. Ash Street<br>Globe AZ 85501 | ARIZCOU-01 | <b>CERTIFICATE NUMBER: 1110936415</b> | <b>REVISION NUMBER:</b> |
|---|------------|---------------------------------------|-------------------------|

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSD WVP                  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-------------------------------------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Pub Offis' E&O<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                     | ACIP070119    | 7/1/2019                | 7/1/2020                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ N/A<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |                                     | ACIP070119    | 7/1/2019                | 7/1/2020                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Comp/Coll Deductible \$ \$2,500/\$2,500   |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |                                     |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input type="checkbox"/> N/A |               |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Government Lease/Purchase of 621G 2006 Auger Caterpillar Scraper S/N DBB00293

Caterpillar Financial Services Corporation is an Additional Insured as respects Auto Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b>   | <b>CANCELLATION</b>   |
| Caterpillar Financial Services Corporation<br>Attn: Marsha Blaisdell<br>2120 West End Avenue<br>Nashville TN 37203-0001 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

9/25/2019

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

|  |  |  |  |  |
|--|--|--|--|--|
| <b>AGENCY</b><br>Arthur J. Gallagher & Co.<br>Insurance Brokers of CA, Inc LIC #0726293<br>18201 Von Karman Ave, Suite 200<br>Irvine, CA 92612 |  | <b>PHONE</b><br>(A/C, No, Ext): 949-349-9857   | <b>COMPANY</b><br>Travelers Indemnity Company<br>One Tower Square<br>Hartford CT 06183 |  |
| <b>FAX</b><br>(A/C, No):   |  | <b>E-MAIL ADDRESS:</b> nasreen_kopecky@ajg.com |  |  |
| <b>CODE:</b>   |  | <b>SUB CODE:</b>                               |  |  |
| <b>AGENCY CUSTOMER ID #:</b>   |  | <b>LOAN NUMBER</b>                             |  | <b>POLICY NUMBER</b><br>KTKCMB296T652219   |
| <b>INSURED</b><br>Gila County<br>Attn: Risk Management Department<br>1400 E. Ash Street<br>Globe, AZ 85501                                     |  | <b>EFFECTIVE DATE</b><br>07/01/2019            | <b>EXPIRATION DATE</b><br>07/01/2020   | <input type="checkbox"/> CONTINUED UNTIL<br><input type="checkbox"/> TERMINATED IF CHECKED |
| <b>THIS REPLACES PRIOR EVIDENCE DATED:</b>   |  |  |  |  |

## PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

## COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

SPECIAL

| COVERAGE / PERILS / FORMS   | AMOUNT OF INSURANCE | DEDUCTIBLE |
|---|---------------------|------------|
| Real and Business Personal Property - Policy Loss Limit                                     | \$300,000,000       | \$25,000   |
| Sub-Limits:<br>Contractors/Mobile Equipment   | \$111,000,000       | \$25,000   |
| Boiler & Machinery  | \$100,000,000       | \$25,000   |
| All Risk of Direct Physical Loss or Damage including Flood and Earthquake<br>No Coinsurance |                     |            |
| ACIP Pool AOP Deductible: \$300,000<br>ACIP Pool B&M Deductible: \$50,000                   |                     |            |


## REMARKS (Including Special Conditions)

RE: Government Lease/Purchase of 621G 2006 Auger Caterpillar Scraper S/N DBB00293  
 Caterpillar Financial Services Corporation is listed as Loss Payee as the interest may appear.

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

|   |  |  |  |
|---|--|--|--|
| <b>NAME AND ADDRESS</b><br><br>Caterpillar Financial Services Corporation<br>Attn: Marsha Blaisdell<br>2120 West End Avenue<br>Nashville, TN 37203-0001 | <input type="checkbox"/> ADDITIONAL INSURED  | <input type="checkbox"/> LENDER'S LOSS PAYABLE | <input checked="" type="checkbox"/> LOSS PAYEE |
|   | <input type="checkbox"/> MORTGAGEE   |  |  |
|   | <b>LOAN #</b>  |  |  |
|   | <b>AUTHORIZED REPRESENTATIVE</b><br> |  |  |

**APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE**

| Model # | Equipment Description | Serial # | VIN | Value Including Total Tax | Pymt Method-3 Total Premium | Pymt Method-1 Finance Pymt |
|---------|-----------------------|----------|-----|---------------------------|-----------------------------|----------------------------|
| 1. 621G | Caterpillar Scraper   | DBB00293 |     | \$369,000.00              | \$14,880.00                 | \$4,037.53                 |

*Marsha Blaisdell*  
 Marsha Blaisdell, Authorized Insurance Producer

**Arranged by Caterpillar Insurance Services Corporation**

I understand that the total insurance premium for 48 months will be \$14,880.00, which is \$3,720.00 per year based upon the total equipment value of \$369,000.00.

- Method 1  I will finance the insurance premium, including finance charges, of \$4,037.53 per scheduled equipment payment. The finance charge is calculated at **3.85%** per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
- Method 2  I desire coverage for an initial 12 month term. I will pay the \$3,720.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 3  I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 4  I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

**Customer Name:** GILA COUNTY, AZ  
**Dealer Name:** EMPIRE SOUTHWEST, LLC

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By: \_\_\_\_\_ Name (PRINT): \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_



# Caterpillar Financial Services Corporation

## INVOICE

| Page | Date       | Invoice No.      |
|------|------------|------------------|
| 1    | 09/24/2019 | LSAP-456336466-1 |

GILA COUNTY, AZ  
1400 E. ASH STREET  
GLOBE, AZ 85501

| Description                     | Serial   | VIN | Due Date      | Pmt. No. | Amount      |
|---------------------------------|----------|-----|---------------|----------|-------------|
| (1) 621G<br>Caterpillar Scraper | DBB00293 |     | Upon Receipt. | 1        | \$84,751.55 |
| Sales and Use Tax               |          |     |               |          | \$5,593.61  |
| Document Fee                    |          |     |               |          | \$0.00      |
| Filing Fee                      |          |     |               |          | \$0.00      |
| Stamp Fee                       |          |     |               |          | \$0.00      |
| Other Fees                      |          |     |               |          | \$0.00      |
| Freight Fee                     |          |     |               |          | \$0.00      |

WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.

PLEASE PAY THIS AMOUNT \$ 90,345.16

| Invoice No.      | Total Enclosed |
|------------------|----------------|
| LSAP-456336466-1 | \$ 90,345.16   |

GILA COUNTY, AZ  
1400 E. ASH STREET  
GLOBE, AZ 85501

Remit To: Caterpillar Financial Services Corporation  
5th Floor Document Services  
Doc Specialist: EMPIRE SOUTHWEST, LLC  
2120 West End Ave.  
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.

Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.



**Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)  
► See separate instructions.

OMB No. 1545-0720

Department of the Treasury  
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.  
► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

|   |            |  |  |
|---|------------|--|--|
| <b>Part I Reporting Authority</b>   |            | If Amended Return, check here <input type="checkbox"/>               |  |
| 1 Issuer's name<br><b>Gila County, AZ</b>   |            | 2 Issuer's employer identification number (EIN)<br><b>86-6000444</b> |  |
| 3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)                |            | 3b Telephone number of other person shown on 3a                      |  |
| 4 Number and street (or P.O. box if mail is not delivered to street address)  | Room/suite | 5 Report number (For IRS Use Only)                                   |  |
| <b>1400 E. Ash Street</b>   |            | 3  |  |
| 6 City, town, or post office, state, and ZIP code<br><b>Globe, AZ 85501</b>   |            | 7 Date of issue  |  |
| 8 Name of issue<br><b>Caterpillar Financial Services Corporation</b>  |            | 9 CUSIP number   |  |
| 10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) |            | 10b Telephone number of officer or other employee shown on 10a       |  |

|   |                            |           |
|---|----------------------------|-----------|
| <b>Part II Type of Issue (enter the issue price).</b> See the instructions and attach schedule. |                            |           |
| 11 Education . . . . .  |                            | 11        |
| 12 Health and hospital . . . . .  |                            | 12        |
| 13 Transportation . . . . .   |                            | 13        |
| 14 Public safety . . . . .  |                            | 14        |
| 15 Environment (including sewage bonds) . . . . .   |                            | 15        |
| 16 Housing . . . . .  |                            | 16        |
| 17 Utilities . . . . .  |                            | 17        |
| 18 Other. Describe ► <b>Governmental Finance Lease 621G S/N DBB00293</b>                        |                            | 18        |
| 19a If bonds are TANs or RANs, check only box 19a . . . . .                                     | ► <input type="checkbox"/> | 369000 00 |
| 19b If bonds are BANs, check only box 19b . . . . .   | ► <input type="checkbox"/> |           |
| 20 If bonds are in the form of a lease or installment sale, check box . . . . .                 | ► <input type="checkbox"/> |           |

|   |                         |                     |   |                               |               |
|---|-------------------------|---------------------|---|-------------------------------|---------------|
| <b>Part III Description of Bonds.</b> Complete for the entire issue for which this form is being filed. |                         |                     |   |                               |               |
|   | (a) Final maturity date | (b) Issue price     | (c) Stated redemption price at maturity | (d) Weighted average maturity | (e) Yield     |
| 21  | <b>2023</b>             | \$ <b>369000.00</b> | \$ <b>56800.00</b>                      | <b>4</b> years                | <b>3.85</b> % |

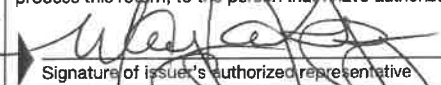
|  |  |    |
|--|--|----|
| <b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b> |  |    |
| 22   | Proceeds used for accrued interest . . . . .   | 22 |
| 23   | Issue price of entire issue (enter amount from line 21, column (b)) . . . . .                      | 23 |
| 24   | Proceeds used for bond issuance costs (including underwriters' discount) . . . . .                 | 24 |
| 25   | Proceeds used for credit enhancement . . . . .   | 25 |
| 26   | Proceeds allocated to reasonably required reserve or replacement fund . . . . .                    | 26 |
| 27   | Proceeds used to refund prior tax-exempt bonds. Complete Part V . . . . .                          | 27 |
| 28   | Proceeds used to refund prior taxable bonds. Complete Part V . . . . .                             | 28 |
| 29   | Total (add lines 24 through 28) . . . . .  | 29 |
| 30   | Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . . | 30 |

|   |   |
|---|---|
| <b>Part V Description of Refunded Bonds.</b> Complete this part only for refunding bonds. |   |
| 31  | Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . . <b>years</b> |
| 32  | Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . . <b>years</b>    |
| 33  | Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . .            |
| 34  | Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)   |



**Part VI Miscellaneous**

|            |   |            |  |
|------------|---|------------|--|
| <b>35</b>  | Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .   | <b>35</b>  |  |
| <b>36a</b> | Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .   | <b>36a</b> |  |
| <b>b</b>   | Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____   |            |  |
| <b>c</b>   | Enter the name of the GIC provider ▶ _____  |            |  |
| <b>37</b>  | Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .   | <b>37</b>  |  |
| <b>38a</b> | If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:   |            |  |
| <b>b</b>   | Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____   |            |  |
| <b>c</b>   | Enter the EIN of the issuer of the master pool bond ▶ _____   |            |  |
| <b>d</b>   | Enter the name of the issuer of the master pool bond ▶ _____  |            |  |
| <b>39</b>  | If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶ <input type="checkbox"/>  |            |  |
| <b>40</b>  | If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ <input type="checkbox"/>  |            |  |
| <b>41a</b> | If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:  |            |  |
| <b>b</b>   | Name of hedge provider ▶ _____  |            |  |
| <b>c</b>   | Type of hedge ▶ _____   |            |  |
| <b>d</b>   | Term of hedge ▶ _____   |            |  |
| <b>42</b>  | If the issuer has superintegrated the hedge, check box . . . . . ▶ <input type="checkbox"/>   |            |  |
| <b>43</b>  | If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ <input type="checkbox"/> |            |  |
| <b>44</b>  | If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ <input type="checkbox"/>   |            |  |
| <b>45a</b> | If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____   |            |  |
| <b>b</b>   | Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____   |            |  |

|                               |   |                      |  |   |      |
|-------------------------------|---|----------------------|--|---|------|
| <b>Signature and Consent</b>  | Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above. |                      |  |   |      |
|                               | <br>Signature of issuer's authorized representative  | 9-25-19<br>Date      | Mary Jane Springer<br>Type or print name and title |   |      |
| <b>Paid Preparer Use Only</b> | Print/Type preparer's name  | Preparer's signature | Date   | Check <input type="checkbox"/> if self-employed | PTIN |
|                               | Firm's name ▶   |                      |  | Firm's EIN ▶                                    |      |
|                               | Firm's address ▶  |                      |  | Phone no.                                       |      |

Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 3740841) (the "Lease") Between GILA COUNTY, AZ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

- 1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Arizona (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

Name (PRINT): CHARLES R. SHIRE Date: 10/7/19
Signature: Charles R. Shire Address: 1400 E. Ash St.
Title: Deputy County Attorney Globe, AZ 85501



**Opinion of Counsel**

**Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 3740841) (the "Lease")  
Between GILA COUNTY, AZ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")**

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Arizona (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

**SIGNATURE**

Name (PRINT): Woody Cline  
 Signature: Woody Cline  
 Title: Chairman

Date: October 15, 2019  
 Address: 1400 E. Ash St.  
Globe, AZ 85501





**GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE**

**WHEREAS**, the laws of the State of Arizona (the "State") authorize GILA COUNTY, AZ (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

**RESOLVED**, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

| Name (Print or Type)   | Title (Print or Type)     |
|------------------------|---------------------------|
| <u>Woody Cline</u>     | <u>Chairman</u>           |
| <u>Marian Sheppard</u> | <u>Clerk of the Board</u> |
|                        | <u>County Attorney</u>    |

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, Marian Sheppard Clerk of the Board of GILA COUNTY, AZ, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: Marian Sheppard  
Title: Clerk of Board  
Date: October 15, 2019



**Caterpillar Financial Services Corporation**

**Finance Proposal**

**CUSTOMER**

Name: Gila County 48MO GOV LEASE

Address .....  
 City .....  
 State .....  
 Zip code .....  
 County .....

Good if:  
 Acknowledged by ..... Oct-23-19  
 Funded by ..... Oct-23-19

**DEALER**

EMPIRE SOUTHWEST, LLC  
 Sales person .....  
 Dealer contact .....  
 Telephone .....

Quote number ..... 633-4693  
 Fax number .....  
 Quote date ..... 09/23/2019  
 Quote time ..... 11:27:54

**FINANCE PROPOSAL**

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... GOVERNMENTAL  
 Number of payments ..... 4 Annual  
 Payments ..... in Advance  
 Quoted by ..... h1602175  
 Report created by ..... h1602175

|      | Model | Ann. Hours | Qty | Sale Price | Amount Financed | Payment   | Balloon   | Fixed Rate |
|------|-------|------------|-----|------------|-----------------|-----------|-----------|------------|
| USED | 621G  | 1000       | 1   | 369,000.00 | 369,450.00      | 84,751.55 | 56,800.00 | 3.8500     |

Special Conditions:

621G  
 Serial Number - DBB00293, Model Year - 2006, Standard Environment; Major Attachments-Cab, Tires, Air Conditioning; Other Blades/Buckets/Rippers-Auger Scraper

|      | Model | Insurance | Payment w/Insurance |
|------|-------|-----------|---------------------|
| USED | 621G  | 4,037.53  | 88,789.08           |

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

**CONDITIONS**

**Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

**Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

**Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

**Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation  
 2120 West End Avenue, Nashville, TN 37203  
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

Caterpillar Financial Services Corporation

Finance Proposal

Caterpillar Financial Services Corporation

Woody Cline 10/15/19  
GILA COUNTY, AZ Date  
Woody Cline, Chairman

ATTEST

Marian Sheppard  
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

Jefferson A. Dalton, for Charles Shire  
Gila County Attorney's Office

**EXHIBIT 2  
Concluding Payment Schedule to  
Governmental Agreement**

Quote number ..... 633-4693

Dated October 15, 2019

between  
**Caterpillar Financial Services Corporation**  
and  
**Gila County 48MO GOV LEASE**

**Description of Unit: 1 Caterpillar 621G serial # DBB00293**

| Number<br>of<br>Payments<br>Made | Beginning<br>Balance | Payment<br>Amount | Balloon          | Interest<br>3.85000% | Concluding<br>Payment (*) |
|----------------------------------|----------------------|-------------------|------------------|----------------------|---------------------------|
| 1                                | 369,450.00           | 84,751.55         | 0.00             | 0.00                 | 284,698.45                |
| 2                                | 284,698.45           | 84,751.55         | 0.00             | 10,960.89            | 210,907.79                |
| 3                                | 210,907.79           | 84,751.55         | 0.00             | 8,119.95             | 134,276.19                |
| 4                                | 134,276.19           | 84,751.55         | 0.00             | 5,169.63             | 54,694.27                 |
| 5                                | 54,694.27            | 0.00              | 56,800.00        | 2,105.73             | 0.00                      |
|                                  |                      | <u>339,006.20</u> | <u>56,800.00</u> | <u>26,356.20</u>     |                           |

(\*) Does not include any rent payment or other amount then due.

Initialed: WC  
(Lessee)

**Governmental Equipment Lease-Purchase Agreement**  
**Transaction Number 3740841**



**1. PARTIES**

**LESSOR ("we", "us", or "our"):**  
 CATERPILLAR FINANCIAL SERVICES CORPORATION  
 2120 West End Avenue  
 Nashville, TN 37203

**LESSEE ("you" or "your"):**  
 GILA COUNTY, AZ  
 1400 E. ASH STREET  
 GLOBE, AZ 85501

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

**2. DESCRIPTION OF THE UNITS**

| DESCRIPTION OF UNITS<br>Whether the Unit is new or used, the model number, the manufacturer, and the model name. | SERIAL/VIN<br>Unique ID number for this Unit. | ANNUAL LEASE PAYMENT<br>This is due per period, as stated below in section 3. | FINAL LEASE PAYMENT | DELIVERY DATE<br>Enter date machine was delivered to you |
|--|---|---|---------------------|--|
| (1) Used 621G Caterpillar Scraper  | DBB00293                                      | \$84,751.55   | \$56,800.00         | 10/15/19   |

**TERMS AND CONDITIONS**

**3. Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us as follows: a first payment of \$84,751.55 will be paid in advance and the balance of the Lease Payments is payable in 4 successive annual payments of which the first 3 payments are in the amount of \$84,751.55 each, and the last payment is in the amount of \$56,800.00 plus all other amounts then owing under this Lease, with the first Lease Payment due on the date that we sign this Lease and subsequent Lease Payments due on a like date of each year thereafter until paid in full. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation; P.O. Box 100647; Pasadena, CA 91189-0647 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.**

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 3.85% per annum.

**4. Late Charges** If we do not receive a Payment on the date it is due, you will

pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

**5. Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

**6. Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

**7. Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will






return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.


- 8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
- 9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
- 10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
- 11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.
- 12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any

Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

- 13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.
- 14. **Title; Return of Units** Notwithstanding our designation as "Lessor", we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.
- 15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.
- 16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

**SIGNATURES**

LESSOR  
**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
 Signature   
 Name (print) Stephen Tsang  
 Title Documentation Manager  
 Date \_\_\_\_\_

LESSEE  
**GILA COUNTY, AZ**  
 Signature   
 Name (print) Woody Cline  
 Title Chairman  
 Date October 15, 2019

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# VIEW DOCUMENT

The Arizona Revised Statutes have been updated to include the revised sections from the 54th Legislature, 1st Regular Session. Please note that the next update of this compilation will not take place until after the conclusion of the 54th Legislature, 2nd Regular Session, which convenes in January 2020.

## DISCLAIMER

This online version of the Arizona Revised Statutes is primarily maintained for legislative drafting purposes and reflects the version of law that is effective on January 1st of the year following the most recent legislative session. The official version of the Arizona Revised Statutes is published by Thomson Reuters.

### 11-651. Lease-purchase agreements; terms and conditions

The board of supervisors of a county may enter into agreements for the lease-purchase of equipment for a period in excess of one year under the following terms and conditions:

1. The lease-purchase agreement shall be executed for the period of one fiscal year only and, if a longer period is needed to complete purchase of the equipment, the board of supervisors shall have the right, at the end of each fiscal year, to enter into an agreement for continuation of the agreement for succeeding one-year periods until complete payment has been made.
2. If, at the end of the first one-year period and prior to payment of the total purchase price, the board of supervisors does not agree to a continuation of the lease-purchase agreement, the seller may repossess the equipment and the agreement shall be deemed terminated.

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**ARF-6933**

**Consent Agenda Item 4. C.**

**Regular BOS Meeting**

Meeting Date: 10/05/2021

Submitted For: Steve Sanders, Director

Submitted By: Shannon Coons, Fiscal Services Manager

Department: Public Works

Division: Auto Shop

Fiscal Year: FY2022

Budgeted?: Yes

Contract Dates October 31, 2022

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Customer Purchase Agreement with Agile Fleet, Inc. for renewal of Agile FleetCommander software and services with renewal under Sourcewell Contract No. 020221-AAC through October 31, 2022.

Background Information

General Services currently tracks the maintenance and fuel consumption of approximately 630 pieces of equipment (not all rolling stock). The tracking of maintenance, fuel consumption, mileage is a daily task.

The Agile FleetCommander program can provide information with daily input and runs comprehensive reports to assist in managing the County fleet.

With only 2 kiosks in Gila County, both in the Copper Region, the Timber Region has to rely on paperwork until a kiosk is in place. A small area in the new County multi-purpose building in Payson has been set aside for the motor pool. A kiosk is being ordered but not expected to arrive for about 16 weeks due to the delays coming from the manufacturing plant.

Evaluation

General Services has been able to build comprehensive reports with the Agile FleetCommander program, on the latest vehicle usage and maintenance costs. The mechanic's notes, parts list, and price, mileage, and fuel consumption are among the consistent information obtained in one program.

The utilization of the kiosk system for the motor pool has been helpful in determining which vehicles need to be replaced or reassigned. The motor pool usage is important to track and the Agile Kiosk System has proven to be more accurate and efficient utilization than paper methods of tracking.

### Conclusion

Agile FleetCommander software has helped General Services gather the true data of our fleet use and has assisted in reducing our fleet size and maintenance costs. The data shows all of the vehicles not being used to their full potential and how, with a little planning, the sharing of newer vehicles should become the way to do business.

### Recommendation

It is the recommendation of the Public Works Department Director and the General Services Division Manager that the Board approve the continued use of the Agile Fleet, Inc., for the FleetCommander software program and obtain a discount under the Sourcewell Cooperative Contract No. 020221-AAC for another year.

### Suggested Motion

Approval of a Customer Purchase Agreement in the amount of \$49,453.94 between Gila County and Agile Fleet, Inc. to continue using Agile FleetCommander software and services under Sourcewell Contract No. 020221-AAC for another year, through October 31, 2022.

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### Attachments

Board Signature Page

Agile Fleet contract with Sourcewell

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## CONTRACT AGREEMENT

Contract Name: Agile Fleet, Inc. FleetCommander Program

Contract No.: Sourcewell #020221-AAC

**Statement of Purpose and Need (3-5 Sentences)** Public Works General Services division is requesting the Board of Supervisors' approval to renew software and support from November 2, 2021 to October 31, 2022 with Agile Fleet, Inc., FleetCommander under Sourcewell cooperative Contract No. 020221-AAC. This program is used to record maintenance of vehicles and equipment and has a reservation module for Motor Pool. All Documents executed by Sourcewell on Contract No. 020221-AAC apply to this procurement between Gila County and Agile Fleet, Inc.

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

**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.

**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.

Contract End Date: October 31, 2022

Renewal Option:



**Yes**  
No

Maximum Dollar Limit: \$ 49,453.94

**Contract Information**

Firm Name: Agile Fleet, Inc.

Contact Person: Michelle DeLuca

Address: 14101 Willard Rd., STE A

Phone No: (571) 498-7555 Ext. 516

City: Chantilly State: Virginia 20151 Fax: \_\_\_\_\_

Email: mdeluca@agilefleet.co

**Special Notes:** Gila County is a member of Sourcewell Cooperative and takes advantage of vendor discounts. Sourcewell procures contracts in a manner acceptable to Arizona State Statutes and Gila County policy. Gila County saves money when using Sourcewell for the Fleet Management Technologies with Related Software Solutions. This contract with Sourcewell expires March 26, 2025.

**Authorization to use a Cooperative Purchasing Agreement with Sourcewell No. 020221-AAC, for fleet a management program.**

Renewal of Contract approved this 5th day of October, 2021.

**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

**Solicitation Number: 020221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Agile Fleet, Inc., 14101 Willard Road, Suite A, Chantilly, VA 20151 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Technologies with Related Software Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 26, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable



time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:



- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**22. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Agile Fleet, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: COFD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/24/2021 | 1:00 PM CDT

DocuSigned by:  
**Edwin E. Smith**  
By: 5B86DA55858D4A2...  
Edwin E. Smith  
Title: President  
Date: 4/8/2021 | 5:38 AM PDT

Approved:  
DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 4/8/2021 | 7:46 AM CDT

# RFP 020221 - Fleet Management Technologies with Related Software Solutions

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## Vendor Details

Company Name: Agile Fleet, Inc  
Does your company conduct business under any other name? If yes, please state: Agile Access Control, Inc. << We changed names 12/30/2020  
Address: 14101 Willard Rd; Suite A  
Chantilly, VA 20151  
Contact: Ed Smith  
Email: esmith@agilefleet.com  
Phone: 408-213-9555 501  
Fax: 703-832-8729  
HST#: 770553957

## Submission Details

Created On: Thursday January 14, 2021 14:45:49  
Submitted On: Wednesday January 27, 2021 07:51:30  
Submitted By: Ed Smith  
Email: esmith@agilefleet.com  
Transaction #: 2712a9a5-8da3-4cb2-a67f-2e4ff444e369  
Submitter's IP Address: 72.202.212.9

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *   |
|-----------|--|--|
| 1         | Proposer Legal Name (and applicable d/b/a, if any):  | Agile Fleet, Inc. previously Agile Access Control, Inc.  |
| 2         | Proposer Address:  | 14101 Willard Rd; Suite A<br>Chantilly, VA 20151 USA   |
| 3         | Proposer website address:  | www.AgileFleet.com   |
| 4         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Edwin E Smith<br>President<br>14101 Willard Rd; Suite A<br>Chantilly, VA 20151<br>esmith@agilefleet.com<br>(408) 213-9555 x501                   |
| 5         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Edwin E Smith<br>President<br>14101 Willard Rd; Suite A<br>Chantilly, VA 20151<br>esmith@agilefleet.com<br>(408) 213-9555 x501                   |
| 6         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Ron Katz<br>Sr. Director of National Accounts<br>14101 Willard Rd; Suite A<br>Chantilly, VA 20151<br>rkatz@agilefleet.com<br>(408) 213-9555 x535 |

**Table 2: Company Information and Financial Strength**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 7         | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>We have been in the business servicing the fleet management market since September of 2000, i.e. more than 20 years. Agile is the developer of the FleetCommander fleet management software. The company was formed in September of 2000 and has been serving government, educational, commercial, utility, and other fleet customers ever since. We have been an Sourcewell partner for the past eight years.</p> <p>In addition to the fleet-related products and services we offer, we provide an extremely high level of customer service. In our core is a philosophy that we are "approachable innovators". Every employee has this mindset. Our core values are:</p> <ol style="list-style-type: none"> <li>1. Strong Partnerships - Building and maintaining strong partnerships is the foundation of our success.</li> <li>2. Initiative - We take responsibility for our roles. We're proactive and we think outside the box.</li> <li>3. Approachability - We are friendly, unpretentious, and welcoming.</li> <li>4. Integrity - We are trustworthy, fair, and ethical, and we expect the same from our colleagues, clients, and partners.</li> <li>5. Flexibility - We are Agile. We happily adapt to changing priorities and conditions to achieve success.</li> </ol> |
| 8         | What are your company's expectations in the event of an award?   | Our expectations are that we would continue to have a mutually beneficial relationship as a Sourcewell partner. We have been grateful to have been selected by NJPA and then Sourcewell for the past two similar tenders.   |

|    |  |   |   |
|----|--|---|---|
| 9  | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.   | Agile Fleet, Inc. is a privately held company. As such, we do not routinely provide financial statements. We can provide bank references and other financial data as required. We are financially stable and healthy and have no debt. Our cash on hand far exceeds \$1M. 2020 was our most successful year financially.  | * |
| 10 | What is your US market share for the solutions that you are proposing?   | There is no single company that provides the range of products and services we offer and therefore estimating market share in the US and Canada is complicated. Customers, and even competitors, will attest that we have the most powerful fleet and motor pool system available in the market place. We manage in excess of 50,000 vehicles using our solution. Government and higher education customers represent about 75% of our customer base. We have customers in most market segments in the U.S.   | * |
| 11 | What is your Canadian market share for the solutions that you are proposing?   | In Canada, our clients are in the government and education market space. There is no single company that provides the range of products and services we offer and therefore estimating market share in the US and Canada is complicated.  | * |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | No  | * |
| 13 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | We are the manufacturer, i.e., a developer of our core product, Agile FleetCommander. Third-party vendors provide hardware such as secure key boxes and in-vehicle hardware and are used to augment our software solution. However, we perform or directly manage 100% of the installation of our FleetCommander software and key boxes. Our sales/service force is internal, i.e. Agile employees.<br><br>Other products offered via Agile, such as touch-screen kiosks, key boxes, and in-vehicle technology are off-the-shelf solutions that are simply added to FleetCommander to increase the total benefit to the end user. We are the single focal point for support and service of these items. In the even that we use outside individuals for service (e.g. installing GPS equipment), we are 100% accountable and we manage the relationship with the third parties. | * |
| 14 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.  | N/A   | * |
| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.   | N/A   | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 16        | Describe any relevant industry awards or recognition that your company has received in the past five years   | <p>Our team is consistently recognized by our customers for our exceptional level of service and the return on investment that our solution provides. In addition, we are invited to speak at the highest profile fleet conferences in the nation. This past year in particular, we were honored to be asked by the National Association of Fleet Administrators to be on their COVID-19 fleet pandemic panel.</p> <p>Last year, we received an outstanding customer satisfaction rating comparable to those received by iconic brands such as Apple Computer, Netflix and Amazon. The ranking was based on the Net Promoter Score® (NPS) model for standardized customer loyalty metrics. Agile's recent customer survey resulted in a NPS of 67, which is considered outstanding. Ratings can range between -100 and 100. A score above 50 is considered excellent. Apple Computer, Netflix, and Amazon ratings were 66, 64, and 66 respectively. The NPS® system is a registered trademark by developer Fred Reichheld, Bain &amp; Company and Satmetrix and is used by more than two thirds of Fortune 1000 companies.</p> <p>Agile is a well-known and regular contributor at industry conferences and events, to include (but not limited to) National Association of Fleet Administrators (NAFA), the Government Fleet Expo (GFX), Big Ten and Friends Parking and Transportation Conference, National Conference of State Fleet Administrators (NCSFA), and more.</p> |
| 17        | What percentage of your sales are to the governmental sector in the past three years   | Excluding colleges and universities, 50% of new sales are to the government sector.   |
| 18        | What percentage of your sales are to the education sector in the past three years  | Twenty eight percent of our new sales are to the education sector.  |
| 19        | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | Our only other cooperative purchasing contract is via our GSA partner. Sourcwell is the only cooperative purchasing agreement we hold directly.   |
| 20        | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | We do not hold a GSA contract but we leverage a GSA partner, as required, to close a sale. Average annual sales volume for these is under \$1M USD.   |

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

| Entity Name *         | Contact Name *  | Phone Number * |
|-----------------------|-----------------|----------------|
| City of Boise         | Craig Croner    | (208) 384-3747 |
| State of Michigan     | Dave Hofmeister | (517) 241-3472 |
| Iowa State University | Kathy Wellik    | (515) 294-1657 |

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

| Entity Name                             | Entity Type * | State / Province *        | Scope of Work *   | Size of Transactions * | Dollar Volume Past Three Years * |
|---|---------------|---------------------------|---|------------------------|----------------------------------|
| Washington Metro Area Transit Authority | Government    | District of Columbia - DC | Fleet management information system, vehicle reservation system, automated key control boxes, GPS, custom integration | \$5,000 - \$250,00     | \$1,379,204                      |
| Environmental Protection Agency         | Government    | District of Columbia - DC | Fleet management information system, vehicle reservation system, automated key control boxes, custom integration      | \$500 - \$350,000      | \$591,870                        |
| State of Iowa                           | Government    | Iowa - IA                 | Fleet management information system, vehicle reservation system, automated key control boxes, custom integration      | \$1,000 - \$60,000     | \$373,172                        |
| State of Michigan                       | Government    | Michigan - MI             | Fleet management information system, vehicle reservation system, automated key control boxes, custom integration      | \$250 - \$119,600      | \$358,459                        |
| Guilford County, NC                     | Government    | North Carolina - NC       | Fleet management information system, vehicle reservation system, automated key control boxes, GPS, custom integration | \$100 - \$68,862       | \$349,449                        |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 23        | Sales force.   | All staff are located within the continental United States. During the pandemic, most sales staff are working virtually from home offices. Our headquarters in Chantilly, VA is still open.   |
| 24        | Dealer network or other distribution methods.  | We sell direct and are the sole distributor of our products and services.   |
| 25        | Service force.   | <p>We are the manufacturer, i.e., a developer of our core product, Agile FleetCommander. Third-party vendors provide hardware such as secure key boxes and in-vehicle hardware and are used to augment our software solution. However, we perform or directly manage 100% of the installation of our FleetCommander software and key boxes. Our sales/service force is internal, i.e. Agile employees.</p> <p>Other products offered via Agile, such as touch-screen kiosks, key boxes, and in-vehicle technology are off-the-shelf solutions that are simply added to FleetCommander to increase the total benefit to the end user. We are the single focal point for support and service of these items. In the event that we use outside individuals for service (e.g. installing GPS equipment), we are 100% accountable and we manage the relationship with the third parties.</p> |
| 26        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>Agile's service team is located throughout the DC area and in Washington state and in Indiana. Eight dedicated staff members support our fleet software, products, and services. As needed, service and support team members are available to travel throughout North America to support customers. In addition, we have technical resources available from our hardware manufacturer to travel worldwide in support of any hardware.</p> <p>Manufacturers of hardware products are available to travel on-site throughout North America as needed.</p>  |
| 27        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | We are willing and able and provide our products and services to Sourcewell participating entities in the United States.  |
| 28        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | We are willing and able and provide our products and services to Sourcewell participating entities in Canada.   |
| 29        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Not applicable  |
| 30        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | We are not aware of any Sourcewell participating entities that we would not service.  |
| 31        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | We are not aware of any specific contract requirements or restrictions for Hawaii and Alaska or in the US Territories.  |

**Table 7: Marketing Plan**

| Line Item | Question | Response * |
|-----------|----------|------------|
|           |          |            |

|    |  |  |
|----|--|--|
| 32 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>We execute a marketing program to promote the Sourcewell contract nationally through a variety of venues. A variety of tactics are used to create a comprehensive, synergistic marketing approach. These are described in more detail below.</p> <p><b>Press Releases</b><br/> We regularly release newsworthy information via our press releases. Sourcewell is part of our boilerplate, including the following statement: Agile Fleet solutions are available for direct purchase without the need to solicit competitive bids by states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities, and non-profit organizations via the National Joint Powers Alliance (Sourcewell) national contract. Our email distribution list, which is tailored to target each fleet market segment, has been built over years of experience in the fleet industry. In addition to targeting fleet managers, our press releases are sent to media outlets. Those media outlets routinely pick up our news stories and re-publish them.</p> <p>As part of our roll-out of the Sourcewell contract, we will issue a press release to all of our media contacts as well as our entire 9,000-name email list, and incorporate reminder emails to our contacts on a regular basis. In addition, we will include Sourcewell contract announcement and logo as part of our standard marketing materials.</p> <p>Our Marketing Web site</p> <p>We also promote the Sourcewell contract vehicle via our corporate marketing web site.</p> <p><b>Speaking Engagements</b><br/> We are asked to speak as subject matter experts on the topics of fleet right-sizing, car sharing, and more. We use these opportunities to promote the Sourcewell contract vehicle as permitted.</p> <p>We include Sourcewell promotional information on our printed materials.</p> <p>We promote Sourcewell through the regional and national trade shows that we attend. Our presence ranges from a 10 x 20 booth to a 10 x 30 booth multiple times per year. In addition, we participate in industry webinars and regularly run our own webinars targeted toward government and university fleet markets.</p> <p>In addition to including the Sourcewell logo and contract information on all of our marketing collateral, we regularly use and distribute Sourcewell-provided marketing collateral that specifically addresses the benefits of the Sourcewell contract vehicle.</p> |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>Agile uses a variety of the latest marketing technologies to ensure national awareness of contract vehicles and product features and benefits. These technologies include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1. Web Site: Our website is built on the Hubspot Content Management platform. This state of the art marketing automation tool integrates our email capabilities, blogging, contact lists, landing pages, calls to action, and press releases. It enables us to quickly change and update our website, respond automatically to inquiries, and track our marketing effectiveness. In addition, it enables us to increase our search engine rankings by continually adding relevant content to the marketplace, making our site the go-to source for subject matter expertise. All of these initiatives increase Sourcewell's exposure to the marketplace.</li> <li>2. Regular media coverage, specifically on-line fleet-related sites such as Government Fleet, as well as industry publications such as FleetSolutions, the publication of NAFA, and Green Fleet.</li> <li>3. Speaking engagements and feature articles</li> <li>4. Webinars and Open Demos – Sourcewell is mentioned in every webinar and demo</li> <li>5. Blog posts – Sourcewell is regularly mentioned in blog posts</li> <li>6. Print ads</li> <li>7. Online ads</li> <li>8. Social media</li> </ol>  |

|    |   |  |
|----|---|--|
| 34 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                     | <p>We feel Sourcewell is an integral part of our marketing machine and our sales culture. Using the Sourcewell contract vehicle, and expertise gained from Sourcewell resources and other Sourcewell vendor partners, our sales have grown. We anticipate this will continue. Specific advantages we envision from continuing to partner with Sourcewell include Sourcewell's ability to:</p> <ul style="list-style-type: none"> <li>• Promote the Sourcewell brand so that buyers are familiar with the value of the Sourcewell contract vehicle.</li> <li>• Promote our products and services for K-12, higher education, local and state level government through venues such as the Sourcewell web site and other Sourcewell marketing efforts.</li> <li>• Jointly announce new contact wins that have been placed through the Sourcewell contract vehicles.</li> <li>• Continue to educate our team on how to sell and promote the Sourcewell contract vehicle.</li> <li>• Make introductions to other Sourcewell vendors as well as Sourcewell members.</li> </ul> |
| 35 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | No. As our product is so highly configurable, and the sales process is so consultative, we feel ordering via an Agile sales representative is the most effective process for Agile and the prospective customer.   |

**Table 8: Value-Added Attributes**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 36        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>A variety of training is provided to support the products and services available via the Sourcewell contract vehicles. These include:</p> <p>General web teleconferences – Available for prospective customers that are interested in learning about FleetCommander.</p> <p>System Administrator Training – This is targeted toward the fleet staff responsible for managing the fleet software.</p> <p>Technical / Network Administrator Training – This is targeted toward technical staff that is responsible for managing the technical components of the fleet solution, if required. Note that customers that use Agile's hosted solution and do not have hardware will not require this type of training.</p> <p>End-user Training – Train-the-trainer training can be provided to assist in getting end-users trained on the fleet technology. Note that the design of FleetCommander is such that end-user training is often not required. Rather, a "Welcome email" generated from FleetCommander, sends easy-to-understand instructions and training guidance.</p> <p>Refresher Training – Refresher training, on any topic, can be provided on an as-needed basis.</p> <p>Training is optional and is broken out as a separate line item. This provides for flexibility to meet the unique needs of each customer. Cost is billed at our standard Professional Services rate.</p> |
| 37        | Describe any technological advances that your proposed products or services offer.   | <p>Our company offers a wide variety of technological advances to the fleet industry. These include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1) The most comprehensive and advanced car sharing, motor pool, and right-sizing tools available to fleet. New features are released continuously.</li> <li>2) Web-based fleet management tools available in a SaaS or customer-hosted model, including: <ul style="list-style-type: none"> <li>• Maintenance</li> <li>• Parts Inventory</li> <li>• Fuel Management</li> <li>• Risk Management</li> <li>• Driver Management</li> <li>• Mileage Collection</li> <li>• Policy Communication and Enforcement</li> <li>• And more</li> </ul> </li> <li>3) Innovative, real-time fleet status via automatically-updating fleet dashboards</li> <li>4) Wireless, automated odometer collection hardware</li> <li>5) In-vehicle GPS hardware</li> <li>6) RFID Readers / integration</li> <li>7) Custom authentication</li> </ol>  |

|    |   |   |
|----|---|---|
| 38 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | <p>Agile's management team maintains a focus on environmental stewardship, conservation of natural resources, reduction in mobile sources of emissions, and recycling. In 2011, for example, the company's telecommuting policy resulted in a reduction of more than 2,000 gallons of fuel and the associated reduction in emissions from more than 58,000 commuting miles. Employees located in Maryland car pool together to the corporate office in Virginia. Our company actively recycles paper, plastic, glass, metal, and hazardous materials. The president/CEO owns an all-electric vehicle to reduce his carbon footprint.</p> <p>Our products help achieve green initiatives using technology such as:</p> <ul style="list-style-type: none"> <li>• Our telematics tools track idle time, fast acceleration and deceleration, and other gas-consuming activities. This data is available in reports to help change driver behavior.</li> <li>• Software components, such as the carpooling module, help reduce the number of trips needed by encouraging drivers to share a ride</li> <li>• FleetCommander's reservation system has many different ways to communicate green policies and procedures. One fleet reported a 50% reduction in the number of out-of-town trip simply by communicating and enforcing policies regarding personal use of company vehicles.</li> <li>• Savings achieved by fleet right-sizing enables customers to purchase newer fuel-efficient vehicles.</li> <li>• Agile's FleetCommander products and officials are featured in the major industry publication GREEN FLEET, July/August 2013 edition. The fleet industry looks to us as green subject matter experts.</li> </ul>   |
| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | N/A   |
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | None of these apply to our company and the method for selling products. However, our products and services are offered through a Small Disadvantaged Veteran Owned Small Business, Government Marketing & Procurement LLC, the holder of our GSA schedule.  |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?  | <p>Discriminators of our company, products and services include:</p> <ol style="list-style-type: none"> <li>1. We are U.S.-based. All of our product development, customer support, metal fabrication, hosting and other services are US-based.</li> <li>2. We have the deepest and broadest capabilities with respect to car sharing and right-sizing of a fleet. No other company has the flexibility and configurability of our solution.</li> <li>3. Our FleetCommander software solution has experienced 0 seconds of unscheduled downtime for periods lasting as long as 60 months. Our fault-tolerant hosting environment ensures that services are available to customers when needed.</li> <li>4. Our commitment to our customers sets us apart. Here's what our customers are saying about us:</li> </ol> <p>"I want to sincerely thank you for all your help. Best support around. FleetCommander has been a dream for us. And we get top quality service from Agile customer support."<br/>-- Commonwealth of Kentucky</p> <p>"I'd recommend purchasing the FleetCommander product because of its ease of use &amp; excellent customer service. Volusia County does not consider you a vendor; you are a partner. Your product and customer service are awesome."<br/>-- Volusia County, FL</p> <p>"It has been going GREAT! I have never been involved in the implementation of a new computer system of any sort that has gone this smoothly. I have never had anything that wasn't responded to in a day. Particularly with questions we've had as the staff has started using the system, it's been great to have a response back to questions so promptly. I really feel that being able to get back to staff with solutions quickly helps with acceptance. I have no idea how you guys do it, but I sure appreciate it."<br/>-- Humboldt County, CA Office of Education</p> |



**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 42        | Do your warranties cover all products, parts, and labor?  | Hardware parts are not involved with our software warranty. All labor is included.<br><br>Our standard warranty offering for hardware is to send replacement hardware to replace a failed component. Other options are available. Unique situations such as hardware that is "dead on arrival", should they occur, will be handled on a case-by-case basis in a way that is least impactful on the customer. As needed, on-site will be provided at no cost to remedy the situation. |
| 43        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | No   |
| 44        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | No. This is typically not required. Any hardware that is included as part of our solution is typically repaired by sending the failed component via overnight mail. Replacement is done by the customer. Should the customer desire a technician to arrive on-site, Agile's cost would be passed along to the customer.  |
| 45        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | There are no geographic regions of the U.S. that cannot be serviced by a technician. Nearly 100% of warranty work involves a simple swap-out of a single component. This is generally performed by the customer. In the event that a unit is dead-on-arrival at the customer's site, a certified technician will be dispatched to the location or the unit will be returned to Agile.  |
| 46        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | We are the single focal point for all warranties associated with our offering, whether or not we are the original manufacturer. We coordinate all maintenance and repairs. We pass along manufacturer warranties (generally one-year) and we coordinate out-year warranties on behalf of the customer.   |
| 47        | What are your proposed exchange and return programs and policies?   | If the solution is not custom made-to-order, we may accommodate a return or exchange. These are handled on a case-by-case basis.   |
| 48        | Describe any service contract options for the items included in your proposal.  | Our maintenance and technical support contracts are optional but highly recommended.   |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question  | Response *   |   |
|-----------|---|--|---|
| 49        | What are your payment terms (e.g., net 10, net 30)?   | Net 30   | * |
| 50        | Describe any leasing or financing options available for use by educational or governmental entities.  | Amortization of upfront costs is considered on a case by case basis. We do not currently have leasing or financing options but would consider it.  | * |
| 51        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | <p>The following general ordering process is used to purchase Agile products and services:</p> <ol style="list-style-type: none"> <li>1. Contact is made with Agile.</li> <li>2. Agile sales representatives consult with prospective customer and work through the best fit with respect to products and services that meet the customers' needs.</li> <li>3. As needed, on-line demonstrations and a 30-day free trial may be used to assist the customer in analyzing the suitability of our products and services. A trial agreement is put in place for each 30-day free trial.</li> <li>4. As needed, references from similar environments will be provided to the customer for evaluation.</li> <li>5. A draft contract may be shared with the prospective customer.</li> <li>6. Once the product and service list is finalized, Agile provides a formal quote. Note, an informal quote may be provided to support the customers planning efforts.</li> <li>7. A contract may be signed by both parties.</li> <li>8. The customer issues a purchase order</li> <li>9. Agile delivers products and services.</li> <li>10. The customer is invoiced.</li> </ol> <p>All payments to Sourcewell have been, and will continue to be, managed by Agile. Agile is a prompt payment vendor.</p> | * |
| 52        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?  | We accept Visa and MasterCard. We do not accept any other type of purchasing card.   | * |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

| Line Item | Question  | Response *  |
|-----------|---|---|
| 53        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                                | Our pricing is line item pricing.<br><br>Our line item pricing is a derivative of our MSRP pricing model. Pricing is discounted for Sourcwell members. Discounts are equal to, or more than, 4.75% on all products and services.  |
| 54        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | Our line item pricing is a derivative of our MSRP pricing model. Pricing is discounted for Sourcwell members. Discounts are equal to, or more than, 4.75% on all products and services.   |
| 55        | Describe any quantity or volume discounts or rebate programs that you offer.  | Volume discounts are reflected in our line item product pricing for our FleetCommander solution.  |
| 56        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | We can provide sourced products and related services as open market or nonstandard options. To maintain the high level of service, addition of sourced products may require the accompanying support from a third party vendor. That is, our staff cannot be expected to be up to speed on all aspects of training for these sourced products.<br>Sourced products are generally provide at-cost plus 15%. Sourced services may require a quote due to the uncertainty generally found in acquiring new services. |
| 57        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Non-standard support may require a unique quote consisting of professional services. This occurs on less than 5% of all sales. Examples would be the need to work in a secured customer site.   |
| 58        | If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.   | Shipping costs are included in all line item pricing for deliveries within the continental United States.   |
| 59        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Delivery outside of the CONUS will be quoted prior to shipment.   |
| 60        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | Not applicable.   |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 61        | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | We typically offer MSRP pricing. If they use Sourcwell, we give them the discount off of MSRP. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 62        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | Agile's internal processes ensure that our team reports all sales under the Contract each quarter and that the Vendor remits the proper administrative fee to Sourcewell. This process, which has been used for the past four years, has proven effective. Notable features of this process include:<br>1) All accounts which are related to Sourcewell are named with "Sourcewell" in the account name in our account system.<br>2) At the end of each fiscal quarter, our Operations Manager runs a report of all receivables and generates a spreadsheet of Sourcewell accounts and the related administrative fee<br>3) Agile's Chief Sales Officer validates the Sourcewell report. Note that this Sourcewell report is reconciled against our internal reports that are used to calculate sales commissions as sales commissions are impacted by whether or not the account was an Sourcewell account<br>4) Once the Operations Manager and Chief Sales Officer approve the Sourcewell payment, the president of the company reviews the report and approves payment. |
| 63        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | An administrative fee of 2.00% is proposed to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract.   |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 64        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Product Overview</p> <p>Agile's core offering is FleetCommander. FleetCommander is a fleet management system that is 100% web-based. That means users access all features from a web browser. There is no setup required on the user's desktop computer.</p> <p>The term "fleet management system" means many things to many people. Our fleet management solution originated from right-sizing and optimization tools aimed at making it very easy to manage vehicles in a motor pool. The core product has always had powerful features to manage vehicles, drivers, and vehicle requests. The tool has evolved to include many additional features aimed at making a fleet manager's life easier across all aspects of fleet management, including, but not limited to maintenance, risk management, fuel management, odometer collection, carpooling, and more.</p> <p>YOUR OWN FLEET WEB SITE - What is FleetCommander? FleetCommander is your very own web site that is used by you, fleet managers, dispatchers, maintenance personnel, inspection &amp; prep staff, and even your drivers. We never license FleetCommander based on the number of users that access the system. In fact, we know that the more people that "touch" the system, the more efficient the fleet becomes. Site security ensures that each different type of user is only allowed to access the appropriate parts of the system. Your web site looks like you want it. Link FleetCommander to an existing enterprise web site or have it stand-alone. You can customize logos, links, and text to make it uniquely yours.</p> <p>ON-LINE VEHICLE REQUESTS - One of the most effective ways to optimize the use of vehicles is to allow drivers to use vehicles from a motor pool. To make this easy and efficient, FleetCommander includes a customizable, on-line vehicle request form that is completed by your drivers. The form does automatic error-checking, performs automated policy enforcement, and provides a wealth of information to the driver. Your users are encouraged to interact with the FleetCommander system directly. Doing so relieves the fleet staff of the burden of having to enter reservation data. For a user, the average request for a vehicle takes less than 30 seconds. The request is entered right into FleetCommander. The fleet administrator does not need to re-type the reservation request. Drivers receive an automated email and can even check their request status on-line at any time. Compare this to the time and effort it takes to respond to faxes, emails, and phone calls.</p> |

**KEY CONTROL** – The optional, automated key control capability enables your fleet drivers to pick-up and drop-off keys night or day, 24 x 7. Each transaction is secure and captured by FleetCommander. Authorized personnel can make requests for vehicles right at the key control kiosk. We also offer a keys-in-the-vehicle dispatch option, similar to commercial car-sharing services. This unique product, called Agile FleetShare™, is fully integrated into FleetCommander with respect to reservations, billing, data collection and reporting.

**FLEET UTILIZATION, OPTIMIZATION & ASSIGNING VEHICLES** - There is a right vehicle and a wrong vehicle to give to a driver. A seasoned dispatcher may know which vehicle is best based on years of experience. Is that dispatcher always available? Fortunately, tools like FleetCommander provide intuitive graphical interfaces to make it quick and easy for even the novice to maximize the efficiency of a fleet. Want to hand out high-mileage vehicles for short trips? Want to rotate through your vehicles in a round-robin fashion? Is there an opportunity to make several trips with the same vehicle in the same day? FleetCommander handles all this for you. And, FleetCommander can even “auto-assign” and “auto-approve” vehicle requests for authorized users.

**VEHICLE MANAGEMENT** - Need to see which vehicles are over utilized? How about underutilized? Want to compare utilization between different sites in your enterprise? Want to compare utilization by type of vehicle? Has management ever asked how vehicles are being used? Do you need a report that shows the utilization rates of each vehicle? A wealth of tools is available to enable you to manage and analyze your fleet.

**USER/DRIVER MANAGEMENT** - One of the more powerful features of FleetCommander is user/driver management. Do you need to look through paper records to see if someone is eligible to drive? Has he or she received the proper training for that vehicle? Has someone's driver's license expired since he last used a vehicle? FleetCommander automatically checks to make sure driver's license information is current. Are you sure that your drivers have seen the latest fleet policy changes? FleetCommander can require that they read about any policy changes each time a new policy goes into effect. FleetCommander can even prompt your users to update their on-line profiles. How is this done in your organization today?

**FLEET DASHBOARDS** - Which activities consume you and your staff? What information do you wish you could see without even touching your keyboard? Take a look at FleetCommander's Dashboards. Dashboards are the ultimate fleet management screens. At a glance, they tell you about what is going on with your fleet, and they update every five minutes.

The Vehicle Use Dashboard shows key information about how many vehicles are leaving and returning, how many vehicles are late being picked up or returned, how many outstanding requests for vehicles are pending, and how many new user registrations have yet to be acted upon by your administrator. You'll quickly know the availability for each type of vehicle in your fleet. The Fleet Capacity/Demand graph will show the utilization on an hour-by-hour basis. It will also let you know the busiest times when vehicles are leaving and returning so your staff can plan appropriately. The Clipboards let you electronically cross off each vehicle as it leaves and returns. And with is the Dashboard automatically updating every 5 minutes, fleet data is always current. Need to know more about an aspect of your fleet? The QwikFind feature quickly takes you to a vehicle profile, a user profile, a reservation, or a work order.

The Maintenance Dashboard conveniently provides an accurate summary of maintenance tasks and work orders. The Risk Management Dashboard is a critical launching point for viewing and acting upon incident/accident reports.

**MILEAGE COLLECTION AND IMPUTED INCOME** - FleetCommander's imputed income functions make it easy for you to collect odometer readings of assigned vehicles no matter where in the world the vehicles are located. The customizable forms can attribute miles driven to personal use, commuting, business use, or other uses as you desire. FleetCommander will let you know who hasn't reported their mileage in the timeframe you define. It will then send your users a custom email that takes them to their own page in FleetCommander to report mileage and other information. We can even develop custom reports to import this data into your accounting system.

**MAINTENANCE** - FleetCommander's maintenance capabilities allow you to create maintenance plans and assign them to vehicles. FleetCommander will notify your maintenance staff when certain tasks are due or near-due as they trip time and mileage thresholds. You'll quickly create work orders and track the status and costs of the tasks. FleetCommander is great for those shops that outsource to a variety of vendors.

**PARTS MANAGEMENT** - The Parts Management module will allow administrators to track and control all inventory, including inventory levels and minimum and maximum points. Inventory can be tracked across multiple vehicle sites, stockrooms and vendors.

|    |  |  |   |
|----|--|--|---|
|    |  | <p>FUEL MANAGEMENT – Consolidate your fuel data with the remainder of your fleet data by importing your fuel records into FleetCommander. FleetCommander will map all fuel transactions to the specific vehicles, update vehicle odometers, and will provide user interfaces that are valuable for looking for fuel transaction exceptions.</p> <p>RISK MANAGEMENT - The Risk Management module provides complete online incident reporting and subsequent claims processing. It allows users to upload photos, images, and reports.</p> <p>GPS ODOMETER UPDATES - FleetCommander vehicle profiles can be updated with real-time updates from GPS systems located in vehicles. Odometer information will be captured from the GPS vendor databases and used to update the odometers of the vehicles in FleetCommander without intervention required from an administrator. The benefit is that FleetCommander will automatically have updated odometer information that is helpful in triggering PM reminders and aging reports.</p> <p>FEEDBACK SURVEY - When all is said and done, your users will be happier and your fleet will be more efficient using FleetCommander. How do we know? We have hard data to show you. In fact, FleetCommander has an on-line Customer Feedback form that can be completed 24 hours a day to get valuable input from your users. There is even a tool within FleetCommander that sends the Customer Feedback form via email to recent fleet drivers. FleetCommander will increase customer satisfaction through the use of tools like email confirmation of vehicle requests, trip receipts, 24x7 on-line access to forms, reports, and vehicle reservations, and much more. Who wouldn't want survey results to show to their manager?</p> <p>STANDARD MANAGEMENT REPORTS – FleetCommander has dozens of reports including utilization reports, billing reports, maintenance reports, asset reports, user reports, and more. Report interfaces allow you to quickly select the data you are looking for, specify criteria such as sort orders for data output, and even specify the format of your report (e.g. on-screen, Excel, or other formats).</p> <p>INTEGRATION WITH OTHER SYSTEMS – Having all of your fleet data in one repository is invaluable when you are reporting. FleetCommander is very flexible and capable of being integrated with external systems. FleetCommander has successfully been integrated with many types of systems, including accounting systems, human resource systems, fleet maintenance systems, risk management systems, automobile manufacturing systems, fuel systems, and more.</p> |   |
| 65 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Vehicle sharing, motor pool, fleet management information system, asset management, preventive maintenance, risk management, driver management, GPS, telematics  | * |

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type   | Offered *  | Comments  |
|-----------|--|--|---|
| 66        | Fleet management information systems                                   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Our off-the-shelf fleet management information system is named FleetCommander.  |
| 67        | Fleet technology related hardware solutions                            | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Self-service motor pool kiosks, automated key control, GPS  |
| 68        | Fleet related software solutions                                       | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Our off-the-shelf fleet management information system is named FleetCommander. We use security software such as Kioware as part of our solution   |
| 69        | Telematics, fleet monitoring, asset tracking, and geofencing solutions | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | We offer GPS solutions and/or integration with GPS Insight, Geotab, and Verizon telematics services   |
| 70        | Motor pool and fleet sharing solutions                                 | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Our off-the-shelf fleet management information system is named FleetCommander. We are widely recognized as the subject matter experts with respect to motor pool and vehicle sharing solutions. |
| 71        | Integrated video solutions   | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |   |

**Table 15: Industry Specific Questions**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |   |  |
|----|---|--|
| 72 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | We have been awarded NJPA/Sourcewell contracts for the past two RFP efforts. Over the years, we have track the # of wins and the dollar value of the wins Every win is a success!  |
| 73 | Describe your approach to data privacy in regard to your proposed solution(s).  | <p>Our offering has a wide variety of measures in place to ensure security and privacy. An overview of these measures includes:</p> <p>1.0. Physical Security</p> <p>1.1. Equipment used for the purposes of hosting the application is located in a secure facility.</p> <p>1.2. Access to the secure facility is restricted to employees displaying valid identification badges.</p> <p>1.3. Access to the Network Operations Center is limited to authorized, network administrators and requires successful validation by additional authentication mechanisms.</p> <p>1.4. Access to the secure facility is logged.</p> <p>1.5. Power to the facility is insured by both battery backup and diesel generator.</p> <p>1.6. Fire suppression systems are in place.</p> <p>1.7. The facility is staffed 24 hours a day, seven days a week.</p> <p>2.0. Network Security</p> <p>2.1. The network is segmented to eliminate data saturation.</p> <p>2.2. Network connectivity is both internally and externally redundant. External redundancies are across multiple service providers.</p> <p>2.3. Network traffic coming into the secure facility is actively monitored and analyzed.</p> <p>2.4. Firewall devices and other network security measures including both hardware and software mechanisms are implemented to restrict network traffic identified as undesirable. This includes restricting access to certain ports.</p> <p>3.0. Server Security</p> <p>3.1. Local access to the servers or equipment hosting the application is limited to the network administrators described in 1.3.</p> <p>3.2. Remote access to the servers or equipment hosting the application is limited to a minimum number of trusted employees.</p> <p>3.3. All attempts to remotely access the servers or equipment hosting the application are logged.</p> <p>3.4. Passwords used to access the servers or equipment hosting the application must meet minimum strength requirements and are changed according to a determined schedule.</p> <p>3.5. As necessary, access to the servers hosting the application via FTP or FTPS may be necessary. This access is secured by the following:</p> <p>3.5.1. FTP or FTPS access is restricted to a limited number of predetermined users.</p> <p>3.5.2. Anonymous access is not permitted.</p> <p>3.5.3. All FTP or FTPS activity, including login attempts, is logged.</p> <p>3.5.4. Passwords used to access the servers via FTP or FTPS must meet minimum strength requirements.</p> <p>3.5.5. Access via FTP or FTPS is limited to the areas of the server to which the user requires access.</p> <p>3.5.6. Permissions granted to users via FTP are limited and generally consist of only READ and LIST. WRITE and DELETE permissions are assigned only as needed.</p> <p>3.6. As necessary, access to the database servers hosting the application may be necessary. This access is secured by the following:</p> <p>3.6.1. Access to the database servers is restricted to a limited number of trusted users.</p> <p>3.6.2. Users are authenticated by individual unique username and password combination.</p> <p>3.6.3. Passwords used to access the database servers must meet minimum strength requirements and are changed according to a determined schedule.</p> <p>3.6.4. Access to the database servers is limited to the databases and permissions to which the user requires access.</p> <p>3.7. Software patches and updates are received directly from the product's manufacturer or publisher and are applied after review once they are received.</p> <p>3.8. All servers run recent versions of one of the most popular virus scanning products. The virus definition files associated with this virus scanning software are updated as new versions are made available.</p> <p>4.0 Data Security &amp; Privacy</p> <p>4.1. Data in Transit</p> <p>a. All data transferred over HTTP to and from the servers or equipment hosting the application will be communicated via an encrypted connection secured by an SSL certificate.</p> <p>b. The strength of the encryption for a SSL certificate used to secure HTTP traffic must be 128-bit or higher.</p> <p>4.2. Data at Rest</p> <p>a. Optional, Transparent Data Encryption (TDE)</p> |

|  |  |  |
|--|--|--|
|  |  | <p>i. Data is encrypted at rest. This includes database, log, and backup files.</p> <p>ii. Real-time I/O encryption and decryption of all data and log files.</p> <p>iii. Database encryption key (DEK) secured .</p> <p>4.3. Daily incremental and weekly full backups of all critical system, data, and application files will be maintained.</p> <p>4.4. A copy of each full weekly backup will be stored off site for a determined period of time that will be no less than 4 weeks.</p> <p>4.5. Agile is committed to protecting the privacy of our clients. Data is not mined in any way for external use.</p> <p>4.6. Annually, all employees with access to data are required annually to provide a signed "End User Computing Agreement" which describes company policies relative to Personal, Private, and Sensitive Information (PPSI).</p> <p>5.0 Application Security</p> <p>5.1. Access to the application is restricted to authorized users via login by username and password.</p> <p>5.2. All application passwords are encrypted in the database.</p> <p>5.3. User passwords cannot be seen by the administrators.</p> <p>5.4. The application is web-based and as described in 4.1, all data transferred over HTTP is encrypted over SSL.</p> <p>5.5. Authorized users are defined by an application administrator from within the application.</p> <p>5.6. Permission structures are currently role-based and are applied to each individual by an application administrator as needed. The permissions allocated to grant a user application administrator capabilities are defined by one of these roles.</p> <p>5.7. New users to the system can be added by an application administrator or, if enabled, register through the site. The registration process takes less than 2 minutes. After registering, an application administrator must approve the registration and assign roles, if necessary, before the user can access the application.</p> <p>5.8. All login attempts to the application, including pass and fail, are logged. Additional audit logs are maintained for other system components.</p> <p>5.9. An application administrator has the ability to disable a user's login.</p> |
|--|--|--|

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 74. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |



## Proposer's Affidavit

### **PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Edwin Smith, President, Agile Fleet, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_10_Fleet_Mgmt_Tech_RFP_020221</b><br>Tue January 26 2021 04:32 PM | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum_9_Fleet_Mgmt_Tech_RFP_020221</b><br>Mon January 25 2021 05:09 PM  | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum_8_Fleet_Mgmt_Tech_RFP_020221</b><br>Wed January 20 2021 04:19 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_7_Fleet_Mgmt_Tech_RFP_020221</b><br>Tue January 19 2021 12:21 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_6_Fleet_Mgmt_Tech_RFP_020221</b><br>Mon January 18 2021 01:39 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_5_Fleet_Mgmt_Tech_RFP_020221</b><br>Thu January 14 2021 01:16 PM  | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum_4_Fleet_Mgmt_Tech_RFP_020221</b><br>Thu January 14 2021 01:12 PM  | <input checked="" type="checkbox"/>                                | 3     |
| <b>Addendum_3_Fleet_Mgmt_Tech_RFP_020221</b><br>Thu January 14 2021 01:05 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_Fleet_Mgmt_Tech_RFP_020221</b><br>Fri January 8 2021 01:17 PM   | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_Fleet_Mgmt_Tech_RFP_020221</b><br>Fri January 8 2021 01:17 PM   | <input checked="" type="checkbox"/>                                | 1     |

**ARF-6926**

**Consent Agenda Item 4. D.**

**Regular BOS Meeting**

Meeting Date: 10/05/2021

Submitted For: Eric Mariscal, Director

Submitted By: Erin Miller, Elections Assistant

Department: Elections

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Information

Request/Subject

Appointment of a Libertarian Party Precinct Committeeman in Gila County.

Background Information

Arizona Revised Statute §16-821 (B) states, *"The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party. Only a precinct committeeman elected at the primary election prior to the date of a state or county committee organizing meeting shall be permitted to vote at such meeting. The criteria used to establish when a vacancy exists in the office of precinct committeeman shall be as established in section 38-291."*

Evaluation

There is a vacancy for the office of Libertarian Party Precinct Committeeman in the Pine-Strawberry East Precinct. Jeff Daniels, Gila County Libertarian Committee Chairman, has submitted Cathryn Stokes Ullery to fill the vacancy. Per state statute, the Board of Supervisors has the authority to make this appointment. Upon review of the precinct committeemen allotment table, it has been determined that the vacancy exists for the Libertarian Party.

Conclusion

The Board of Supervisors needs to consider the nominee presented by Jeff Daniels, Gila County Libertarian Committee Chairman, to fill the Libertarian Party Precinct Committeemen vacancy for the Pine-Strawberry East Precinct.

Recommendation

The Elections Department Director requests that the Board of Supervisors approve the requested appointment as presented.

Suggested Motion

Appointment of the following Libertarian Party Precinct Committeeman in Gila County: Cathryn Stokes Ullery-Pine-Strawberry East Precinct.

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Attachments

Gila County Libertarian Party Appointments

A.R.S. §16-821

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GILA COUNTY LIBERTARIAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Cathryn Stokes Ullery, a duly qualified Libertarian elector residing at  
(Name as shown on Voter Registration)

6073 W. Skyview Circle Pine AZ 85544  
Address City State Zip

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone 240 994 8825

Fax \_\_\_\_\_ Email candsullery@icloud.com

as a Libertarian Precinct Committeeman in Gila County for the

PRECINCT of Pine/Strawberry East CODE Number 310.A

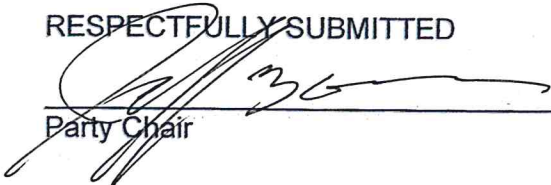
to fill a vacancy in the same Precinct because:

Legal vacancy has not been filled.

Resignation of \_\_\_\_\_

Death of \_\_\_\_\_

RESPECTFULLY SUBMITTED

  
Party Chair

8-20-2021  
Date Submitted

**Acceptance of Appointment**

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Libertarian Party and help promote the Libertarian message in Arizona and the **Gila County Libertarian Committee**.

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Libertarian Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty
3. Active assistance to the Libertarian Party in obtaining Libertarian registered voters.
4. Active assistance to Libertarian voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Libertarian Party.

Signed: Cathryn Stokes Ullery

Date: 8/19/2021

Voter Identification Number: 24889384

16-821. County committee; vacancy in office of precinct committeeman

A. At the primary election the members of a political party entitled to representation pursuant to section 16-804 residing in each precinct shall choose one of their number as a county precinct committeeman, and the members shall choose one additional precinct committeeman for each one hundred twenty-five voters or major fraction thereof registered in the party in the precinct as reported pursuant to section 16-168, subsection G on January 2 of the year in which the general election is held. The whole number of precinct committeemen of a political party shall constitute the county committee of the party.

B. The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party. Only a precinct committeeman elected at the primary election prior to the date of a state or county committee organizing meeting shall be permitted to vote at such meeting. The criteria used to establish when a vacancy exists in the office of precinct committeeman shall be as established in section 38-291.

**ARF-6930**

**Consent Agenda Item 4. E.**

**Regular BOS Meeting**

Meeting Date: 10/05/2021

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Public Safety Personnel Retirement System Local Board Membership

Background Information

The powers and duties of the Public Safety Personnel Retirement System (PSPRS) Local Board are outlined in A.R.S. § 38-847. This board is comprised of 5 members of which one member is the Chairman of the Board of Supervisors (BOS) or the Chairman's designee who is approved by the BOS as Chairman; 2 members who are elected by secret ballot by members employed by the appropriate employer; and 2 citizens, one of whom shall be the head of the merit system or the head's designee from among the other members of the merit system.

As of January 1, 2021, there is a citizen vacancy on this board for the term of office that began on January 1, 2021, through December 31, 2024. Gordon Gartner is willing to serve on this board.

Evaluation

The Board of Supervisors needs to consider appointing Gordon Gartner to the PSPRS Local Board.

Conclusion

The Board of Supervisors has statutory authority to appoint members to the PSPRS Local Board. Human Resources Department staff has contacted Mr. Gartner about serving on this board and he has accepted. The Board of Supervisors needs to consider appointing Mr. Gartner to the PSPRS Local Board for the term of office that began on January 1, 2021, through December 31, 2024.

Recommendation

It is recommended that the Board of Supervisors appoint Mr. Gartner to the PSPRS Local Board of Directors for the term of office that expires on December 31, 2024.

Suggested Motion

Approval to appoint Gordon Gartner to the Public Safety Personnel Retirement System (PSPRS) Local Board of Directors for the term which ends on December 31, 2024.

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Attachments

PSPRS Local Board Member List

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PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM (PSPRS) LOCAL BOARD OF DIRECTORS  
(Proposed to the BOS on 10/5/21)

| Name of Member & Appointment Info. <sup>1</sup> | Appointment Designation <sup>2</sup> | Appointment Type <sup>3</sup> & BOS Approval Date                       | Time Served Prior to Current Appointment | Term of Incumbent (End date must match end date of Term of Office)       | Term of Office (Only change when new term cycle begins) |
|---|--------------------------------------|---|--|--|---|
| Steve Christensen (appointed by BOS)            | B                                    | A (1/19/21)   | -  | 01/01/21-12/31/24<br>BOS reviews/approves appointment on a yearly basis. | 01/01/21-12/31/24                                       |
| Jaime Escobedo* (citizen appointed by BOS)      | B                                    | A (01/21/20)  | -  | 01/21/20-12/31/23  | 01/01/20-12/31/23                                       |
| Gordon Gartner (citizen appointed by BOS)       | B                                    | A (10/05/21)  | -  | 10/05/21-12/31/24  | 01/01/21-12/31/24                                       |
| Cole Labonte (elected by Plan members)          | C                                    | A (01/21/20)  | -  | 01/01/20-12/31/23  | 01/01/20-12/31/23                                       |
| Johnny Holmes (elected by Plan members)         | C                                    | C (01/01/21- re-elected by Plan members) (04/20/21 acknowledged by BOS) | 7 years, 2 months                        | 01/01/21-12/31/24  | 01/01/21-12/31/24                                       |

\*Mr. Escobedo is the Chairman of the Personnel Commission through 12/31/23 and must be represented on this board.

<sup>01</sup> Appointment Information:

- A. Date of creation: March 1, 1985
- B. Established per A.R.S. 38-847
- C. PSPRS Local Board is comprised of 5 members: 1 member appointed by BOS and represented as the BOS Chairman; 2 citizens appointed by the BOS of which 1 citizen who shall be the Chairman of the Gila County Personnel Commission; and 2 members elected by secret ballot by members of the PSPRS and who are employed by Gila County and who are "acknowledged:" by the BOS. Board members are appointed for a term of 4 years.
- D. Dates of Terms of Office – BOS appoints BOS member and 2 CITIZENS; and Local Board elects by secret ballot 2 MEMBERS, so their start term date begins when the Local Board certifies the election results.

<sup>2</sup> Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

<sup>3</sup> Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

**ARF-6925**

**Consent Agenda Item 4. F.**

**Regular BOS Meeting**

Meeting Date: 10/05/2021

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Liquor License Application (County No. LL-21-07) to change the Acquisition of Control to James David Haviland (51%) and Jeremy Hans Stensland (49%) for a Series 12 restaurant license at Creekside Steakhouse & Tavern in Christopher Creek.

Background Information

James David Haviland submitted an Acquisition of Control Application to the Arizona Department of Liquor Licenses and Control (DLLC) regarding a Series 12 restaurant license at Creekside Steakhouse & Tavern located at 1520 E. Christopher Creek Loop in Christopher Creek to include Jeremy Hans Stensland (41%) as both being controlling agents.

ACQUISITION OF CONTROL – This is the person who owns the business where the liquor license is located.

AGENT – The assigned agent is essentially the contact person for both the state and the county. The agent MUST reside in the County where the liquor license is located and must be a U.S. Citizen.

Evaluation

The application has been reviewed by the Clerk of the Board. The statute outlines the governing body's responsibility, as follows: "The local governing body of the city, town, or county may protest the acquisition of control within 60 days (of the date the application was submitted to the DLLC) on the capability, reliability and qualification of the person acquiring control." Gila County does not do a background check on liquor license applicants due to time and manpower; therefore, the only information that would be provided to the Board is from someone protesting the application. The Clerk of the Board has not received any objection to this application.

### Conclusion

The application has been reviewed by the Clerk of the Board and all paperwork was submitted in accordance with DLLC requirements. The Clerk of the Board has not received any comments, positive or negative, regarding this acquisition of control for the liquor license located at Creekside Steakhouse & Tavern.

### Recommendation

It is recommended that the Board of Supervisors issue an approval recommendation to the DLLC for this application.

### Suggested Motion

Approval recommendation to be submitted to the Arizona Department of Liquor Licenses and Control regarding James David Haviland's (51%) and Jeremy Hans Stensland's (49%) Acquisition of Control Application (Gila County No. LL-21-07) for a Series 12 restaurant license at Creekside Steakhouse & Tavern, 1520 E. Christopher Creek Loop, Christopher Creek, Arizona.

---

### Attachments

Creekside - Recommendation

Creekside - Application

---



Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix, AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

**Local Governing Body Recommendation  
 A.R.S. § 4-201(C)**

1. City or Town of: \_\_\_\_\_ Liquor License Application #: \_\_\_\_\_  
 (Circle one) (Arizona application #)

2. County of: \_\_\_\_\_ City/Town/County #: \_\_\_\_\_

3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),  
 \_\_\_\_\_  
 (Name of entertainment district) (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

4. The \_\_\_\_\_ at a \_\_\_\_\_ meeting held on the \_\_\_\_\_ of \_\_\_\_\_  
 (Governing body) (Regular or special) (Day)  
 \_\_\_\_\_, \_\_\_\_\_ considered the application of \_\_\_\_\_  
 (Month) (Year) (Name of applicant)

for a license to sell spirituous liquor at the premises described in application \_\_\_\_\_  
 (Arizona liquor license application #)

for the license series #: type \_\_\_\_\_ as provided by A.R.S §4-201.  
 (i.e.: series #10: beer & wine store)

**ORDER OF APPROVAL/DISAPPROVAL**

IT IS THEREFORE ORDERED that the license APPLICATION OF \_\_\_\_\_  
 (Name of applicant)  
 to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended  
 for \_\_\_\_\_  
 (Approval, disapproval, or no recommendation)

**TRANSMISSION OF ORDER TO STATE**

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department  
 of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.

Dated at \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 (Location) (Day) (Month) (Year)

\_\_\_\_\_  
 (Printed name of city, town or county clerk) (Signature of city, town or county clerk)

**State of Arizona  
Department of Liquor Licenses and Control**

Created 09/11/2021 @ 01:07:00 PM

Local Governing Body Report

**LICENSE**

|                      |  |                  |                |
|----------------------|--|------------------|----------------|
| Number:              | 012040011438   | Type:            | 012 RESTAURANT |
| Name:                | CREEKSIDE STEAKHOUSE & TAVERN                            |                  |                |
| State:               | Pending  |                  |                |
| Issue Date:          |  | Expiration Date: | 06/30/2022     |
| Original Issue Date: | 05/12/2020   |                  |                |
| Location:            | 1520 E CHRISTOPHER CREEK LOOP<br>PAYSON, AZ 85541<br>USA |                  |                |
| Mailing Address:     | 1831 E MONTEBELLO AVENUE<br>PHOENIX, AZ 85016<br>USA     |                  |                |
| Phone:               | (928)478-4557  |                  |                |
| Alt. Phone:          |  |                  |                |
| Email:               | JHAVILANDJ@GMAIL.COM                                     |                  |                |

Currently, this license has pending applications.

**AGENT**

|                         |  |
|-------------------------|--|
| Name:                   | JAMES DAVID HAVILAND                                 |
| Gender:                 | Male   |
| Correspondence Address: | 1831 E MONTEBELLO AVENUE<br>PHOENIX, AZ 85016<br>USA |
| Phone:                  | (928)478-4557  |
| Alt. Phone:             | (602)820-8105  |
| Email:                  | JHAVILANDJ@GMAIL.COM                                 |

**OWNER**

|                         |  |                            |
|-------------------------|--|----------------------------|
| Name:                   | MOGOLLON CAPITAL LLC                                 |                            |
| Contact Name:           | JAMES DAVID HAVILAND                                 |                            |
| Type:                   | LIMITED LIABILITY COMPANY                            |                            |
| AZ CC File Number:      | 23045363   | State of Incorporation: AZ |
| Incorporation Date:     | 12/17/2019   |                            |
| Correspondence Address: | 1831 E MONTEBELLO AVENUE<br>PHOENIX, AZ 85016<br>USA |                            |
| Phone:                  | (602)820-8105  |                            |
| Alt. Phone:             |  |                            |
| Email:                  | JHAVILANDJ@GMAIL.COM                                 |                            |

**Officers / Stockholders**

| Name: | Title: | % Interest: |
|-------|--------|-------------|
|-------|--------|-------------|

JAMES DAVID HAVILAND  
JEREMY HANS STENSLAND

MEMBER  
MEMBER

51.00  
49.00

**MOGOLLON CAPITAL LLC - MEMBER**

Name: JAMES DAVID HAVILAND  
Gender: Male  
Correspondence Address: 1831 E MONTEBELLO AVENUE  
PHOENIX, AZ 85016  
USA  
Phone: (928)478-4557  
Alt. Phone: (602)820-8105  
Email: JHAVILANDJ@GMAIL.COM

**MOGOLLON CAPITAL LLC - MEMBER**

Name: JEREMY HANS STENSLAND  
Gender: Male  
Correspondence Address: 1831 E MONTEBELLO AVENUE  
PHOENIX, AZ 85016  
USA  
Phone: (928)478-4557  
Alt. Phone: (602)697-3043  
Email: JEREMY.STENSLAND@GMAIL.COM

## APPLICATION INFORMATION

Application Number: 153675  
Application Type: Acquisition of Control  
Created Date: ~~06/29/2021~~ 9-11-2021 Selena

## QUESTIONS & ANSWERS

### 012 Restaurant

- 3) Have you submitted questionnaires? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.  
Yes
- 4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?  
Yes  
If Yes, what City, Town or Tribal Reservation is this Business located in?  
Christopher Creek, Az.

## DOCUMENTS

| DOCUMENT TYPE            | FILE NAME  | UPLOADED DATE |
|--------------------------|--|---------------|
| ORGANIZATIONAL DOCUMENTS | Acquisition of Control license<br>012040011438 .docx               | 06/29/2021    |
|                          | blankliquor.docx   | 07/23/2021    |
|                          | AZ Liquor License Questionnaire 08-1708/17/2021<br>-2021 11.11.pdf | 08/17/2021    |
|                          | letter-to-az-dept-of-liquor-pdf-3.pdf                              | 08/27/2021    |

'21 9 11 Liq.Admin PM 12:02

'21 9 7 Liq.Admin PM 4:12

To Arizona Dept of Liquor,

Mogollon Capital LLC dba Creekside Tavern has added Jeremy Stensland as a member and he has 49% ownership of the company. James Haviland is 51% owner.

License 012040011438

Thanks,

James Haviland & Jeremy Stensland

8/27/2021

8/27/2021







Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

**QUESTIONNAIRE**  
A.R.S. § 4-202, 4-210  
Type or Print with Black Ink

*Fp Current*  
*02-07-2020*

The fees allowed by R19-1-102 will be charged for all dishonored checks.

**ATTENTION APPLICANT:** This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

**Attention local governments:** Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 012040011438 / 153675

1. Check the Appropriate Box →

|  |                                |  |
|--|--------------------------------|--|
| <input checked="" type="checkbox"/> Controlling Person | <input type="checkbox"/> Agent | <input type="checkbox"/> Premises Manager<br>(complete all questions except #12) |
|--|--------------------------------|--|

2. Name: Haviland James David Birth Date: [REDACTED]  
Last First Middle (NOT a public record)

3. Social Security # [REDACTED] Driver License # [REDACTED] State: AZ

4. Place of birth: Rapid City SD USA Height: 6'5" Weight: 210 Eyes: bl Hair: br  
City State COUNTRY (not county)

5. Name of current/most recent spouse: Haviland tara Birth Date: [REDACTED]  
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona?  Yes  No If yes, what is your date of residency: 07//01/1993

7. Daytime telephone number: 6028208105 E-mail address: jhavilandj@gmail.com

8. Business Name: Mogollon Capital LLC dba Creekside Seahouse & Tavern Business Phone: 928 / 478 / 4557

9. Business Location Address: 1520 E Christopher Creek Loop Payson AZ 85541 Gila  
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

| FROM Month/Year | TO Month/Year | DESCRIBE POSITION OR BUSINESS     | EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip) |
|-----------------|---------------|-----------------------------------|--|
| 01/2020         | CURRENT       | Ownder Bar & Restaurant           | Creekside Tavern 1520 E Christopher Creek Loop Payson AZ 85541         |
| 05/2005         | current       | Information Technology Consutancy | iT1 1860 W University Dr Tempe AZ 85281                                |
|                 |               |                                   |  |
|                 |               |                                   |  |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

| FROM<br>Month/Year | TO<br>Month/Year | RESIDENTIAL Street Address             |
|--------------------|------------------|--|
| 11/2018            | CURRENT          | 1831 E Montebello Ave Phoenix AZ 85541 |
| 05/2007            | 11/2018          | 1986 E Carver Rd Tempe AZ 85284        |
|                    |                  |  |
|                    |                  |  |
|                    |                  |  |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, then answer #13 below. If NO, skip to #14.  Yes  No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years?  Yes  No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?  Yes  No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210  Yes  No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?  Yes  No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No

**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.  
Give complete details including dates, agencies involved and dispositions.  
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

**NOTARY**

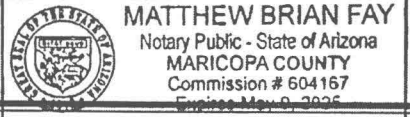
I (Print Full Name) JAMES HAVILAND hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature]

State of ARIZONA County of MARICOPA  
The foregoing Instrument was acknowledged before me this

My Commission Expires on: May 9, 2025  
Date

17<sup>th</sup> Day of August, 2021  
Day Month Year



[Signature] Matthew Brian Fay  
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: JAMES HAVILAND SIGNATURE: [Signature]



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

805-061

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 012040011438 / 153675

1. Check the Appropriate Box

Form with checkboxes for Controlling Person (checked), Agent, and Premises Manager. Includes instruction: (complete all questions except #12)

2. Name: Stensland Jeremy Hans Birth Date: [Redacted] (NOT a public record)

3. Social Security #: [Redacted] Driver License #: [Redacted] State: AZ

4. Place of birth: Sioux Falls, SD, US Height: 6'6" Weight: 215 Eyes: Blue Hair: Brown

5. Name of current/most recent spouse: [Redacted] Birth Date: [Redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? [X] Yes [ ] No If yes, what is your date of residency: December 1998

7. Daytime telephone number: 602-697-3043 E-mail address: jeremy.stensland@gmail.com

8. Business Name: Creekside Steakhouse & Tavern Business Phone: 928 478 4557

9. Business Location Address: 1520 E Christopher Creek Loop, Payson, AZ, Gila, 85541

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip). Row 1: 12/1998, CURRENT, Supply Chain Software, Blue Yonder - 15059 N Scottsdale Rd Suite 400, Scottsdale, AZ 85254

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

| FROM Month/Year | TO Month/Year | RESIDENTIAL Street Address                              |
|-----------------|---------------|---|
| 4/2016          | CURRENT       | 7151 E Rancho Vista Dr Unit 1017, Scottsdale, AZ, 85251 |
|                 |               |   |
|                 |               |   |
|                 |               |   |
|                 |               |   |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, then answer #13 below. If NO, skip to #14.  Yes  No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years?  Yes  No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?  Yes  No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210  Yes  No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?  Yes  No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.  
Give complete details including dates, agencies involved and dispositions.  
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

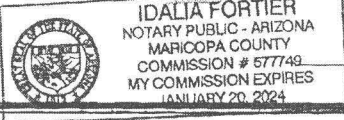
**NOTARY**

Jeremy Hans Stensland

I (Print Full Name) \_\_\_\_\_ hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature] State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this

My Commission Expires on: Jan 20, 2024 1 Day of July 2021  
Date Month Year



[Signature]  
Signature of Notary

The licensee has authorized the person named on this questionnaire to act as manager for the above license.

PRINT NAME: Jeremy Stensland SIGNATURE: [Signature]

**ARF-6941**

**Consent Agenda Item 4. G.**

**Regular BOS Meeting**

Meeting Date: 10/05/2021

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

---

Information

Request/Subject

Quit Claim Deed for Sale of Assessor's Tax Parcel Number 302-17-351A.

Background Information

On May 26, 2015, the Board of Supervisors adopted Resolution No. 15-05-05 which outlines the policy and procedures for the sale of land held by the State of Arizona under tax deed. The procedures allow the Clerk of the Board to sell these parcels over the counter for the total lien amount. A separate \$30 fee is required to be paid by the purchaser to record the Quit Claim Deed. The procedures also state that a consent agenda action item will be submitted to the Board of Supervisors on a Regular Meeting agenda to obtain authorization from the Board for the Chairman's signature on the Quit Claim Deed.

Assessor's tax parcel number 302-17-351A was deeded to the State of Arizona c/o Board of Supervisors on June 30, 2017, with a total lien amount of \$5,386.87. It was advertised for sale at the Board's annual auction which was held in December 2017; however, it did not sell. It was added to a list of available properties that could be purchased year-round for the total lien amount.

Evaluation

On September 27, 2021, the Clerk of the Board sold the subject parcel to Michael Armstead (Beaver Land LLC.) for the lien amount of \$5,386.87. Said payment was deposited with the County Treasurer on September 28, 2021. A separate payment of \$30 was made to record the Quit Claim Deed. Once the deed has been finalized and recorded, the property will go back on the County's tax rolls.

This property is a sliver of land that is part of the curve off N. Sleepy Hollow Drive of the Beaver Valley Estates.

### Conclusion

The Board of Supervisors needs to authorize the Chairman's signature on the Quit Claim Deed to finalize the sale of the Assessor's tax parcel number 302-17-351A to Mr. Armstead.

### Recommendation

The Clerk of the Board recommends that the Board of Supervisors authorize the Chairman's signature on a Quit Claim Deed to finalize the sale of Assessor's tax parcel number 302-17-351A to Mr. Armstead.

### Suggested Motion

Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 302-17-351A to Michael Armstead (Beaver Land LLC).

---

### Attachments

302-17-351A QCD

302-17-351A Info

---

When recorded return to:  
Marian Sheppard, Clerk  
Gila County Board of Supervisors



## GILA COUNTY QUIT-CLAIM DEED

**THIS QUIT CLAIM DEED**, made this day 5<sup>th</sup> day of October 2021, between the State of Arizona, by and through the Gila County Board of Supervisors, Grantor, and Beaver Land LLC., Grantee.

**Address of Grantee: 302 W. Willis Street Suite 203, Prescott, AZ 86301**

### RECITALS

**WHEREAS**, the real property hereinafter described was conveyed to the State of Arizona by Treasurer's Deed for the non-payment of taxes, which taxes had been legally assessed against, and became a lien upon, said property according to law; and

**WHEREAS**, the Gila County Board of Supervisors, on behalf of the State of Arizona, advertised and offered said property for sale to the highest bidder for cash in accordance with A.R.S. §42-18302 and 42-18303; and

**WHEREAS**, on the 27<sup>th</sup> day of September 2021, Grantee did purchase said property for the sum of Five Thousand Three Hundred Eighty-Six Dollars and Eighty-Seven Cents (\$5,386.87);

**NOW, THEREFORE**, in consideration of the premises, Grantor does hereby quit claim to Grantee, the following described real property situated in the County of Gila, State of Arizona.

**Assessor's Tax Parcel Number: 302-17-351A**

### Legal Description:

**TRACT "M", OF BEAVER VALLEY ESTATES UNIT FIVE, ACCORDING TO MAP 379, RECORDS OF GILA COUNTY, ARIZONA.**

**Exempt from Affidavit of Property Value pursuant to A.R.S. §11-1134 (A) (3)**

Grantor:

Attest:

\_\_\_\_\_  
Tim R. Humphrey, Chairman  
Gila County Board of Supervisors

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board  
Gila County Board of Supervisors

STATE OF ARIZONA )  
 ) SS  
COUNTY OF GILA )

**ACKNOWLEDGEMENT**

Before me, Melissa F. Henderson, a Notary Public in and for the County of Gila, State of Arizona, on this 5<sup>th</sup> day of October 2021, personally appeared Tim R. Humphrey, Chairman, Board of Supervisors, Gila County, Arizona, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

\_\_\_\_\_  
Notary Public  
My Commission Expires:





WHEN RECORDED RETURN TO:  
GILA COUNTY TREAS.

TREASURER'S DEED  
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS:

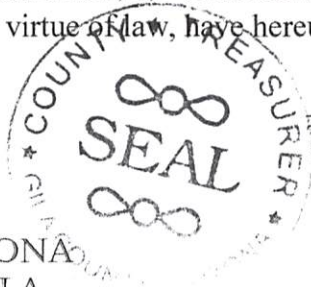
WHEREAS, on the **12 th / 19th** day of **April, 2017** notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **30 th** day of **JUNE, 2017**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **STATE OF ARIZONA**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **30217351A** ACCOUNT NUMBER: **R021409**

DESCRIBED AS : **TRACT "M", OF BEAVER VALLEY ESTATES UNIT FIVE, ACCORDING TO MAP 379, RECORDS OD GILA COUNTY, ARIZONA**

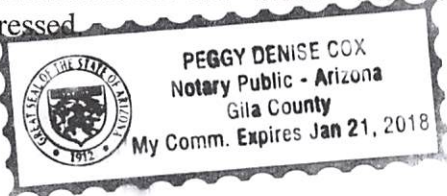
IN WITNESS WHEREOF, I, **Debi Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **30 th** day of **June, 2017**.



*Debi Savage*  
Treasurer of Gila County

STATE OF ARIZONA  
COUNTY OF GILA

This instrument was acknowledged before me this **30 th** day of **June, 2017** by **Debi Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed



*Peggy Denise Cox*  
Notary Public  
My Commission Expires: **1-21-2018**

## Deed to State 2017

302-17-351A:

part of the curve of N Sleepy Hollow Drive.

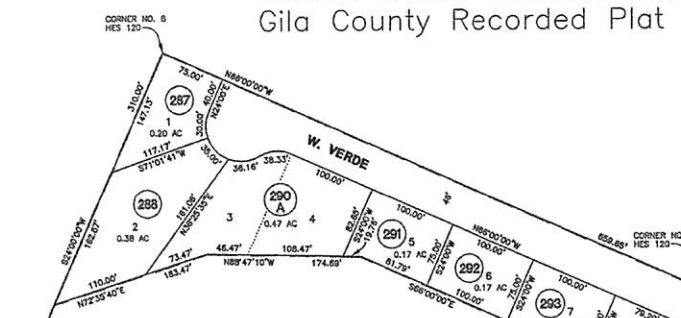
Better described as the curve accross from the mail box pull out, in Beaver Valley Estates

SEE MAP 302-17 1 of 5  
TONTO NATIONAL FOREST

BEAVER VALLEY ESTATES UNIT TWO  
Gila County Recorded Plat 364

SEE MAP 302-17 2 of 5

BEAVER VALLEY ESTATES UNIT FOUR  
Gila County Recorded Plat 378

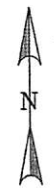


SEE MAP 302-17 4 of 5

BEAVER VALLEY ESTATES UNIT FIVE  
Gila County Recorded Plat 379

SEE MAP 302-17 1 of 5  
TONTO NATIONAL FOREST

SEE MAP 302-17 1 of 5  
TONTO NATIONAL FOREST



SCALE = 1" = 100'  
(C) = CALCULATED  
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

**THIS PROPERTY IS SUBJECT  
TO FORECLOSURE FOR  
DELINQUENT TAXES  
302-17-351-A**

Notice is hereby given that STATE OF ARIZONA has applied for a Treasurer's Deed to the following described real property owned by : **SLOAN JOHN W, C/O SLOAN DEVELOPMENT INC** and situated in Gila County, Arizona : **PARCEL # 30217351A ACCOUNT # R021409**

Legal Description: Section: 35 Township: 11. Range: 10E TRACT "M", BEAVER VALLEY ESTATES UNIT FIVE, PLAT 379, HES 120 SE4SEC 35 T11.5N R10E = 0.15 AC

Which on **23 rd** day of February **2012** was sold to STATE OF ARIZONA

for taxes, interest, penalties and charges amounting to **\$ 5,336.87** as represented in Tax Sale Certificate #**12035705** If redemption according to law be not made before the **30 th** day of **JUNE, 2017**.

I will convey said premises unless the property is redeemed before the stated date a Treasurer's Deed will be executed and delivered to the County Board of Supervisors acting on behalf of the State.

Debora Savage  
TREASURER'S OFFICE  
Gila County, Arizona

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**ARF-6937**

**Consent Agenda Item 4. H.**

**Regular BOS Meeting**

**Meeting Date:** 10/05/2021

**Reporting Period:** September 7, 2021 and September 21, 2021

**Submitted For:** Marian Sheppard, Clerk of the Board

**Submitted By:** Melissa Henderson, Deputy Clerk

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**Information**

**Subject**

Board of Supervisors' September 7, 2021, and September 21, 2021, Meeting Minutes.

**Suggested Motion**

Approval of the Board of Supervisors' September 7, 2021, and September 21, 2021, meeting minutes.

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**Attachments**

09-07-21 Meeting Minutes

09-21-21 Meeting Minutes

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**BOARD OF SUPERVISORS MEETING MINUTES  
GILA COUNTY, ARIZONA**

Date: September 7, 2021

**TIM R. HUMPHREY**

Chairman

**MARIAN SHEPPARD**

Clerk of the Board

**STEVE CHRISTENSEN**

Vice-Chairman

By: Marian Sheppard  
Clerk of the Board

**WOODY CLINE**

Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Tim R. Humphrey, Chairman; Steve Christensen, Vice-Chairman; and Woody Cline, Member

STAFF PRESENT: W. James Menlove, County Manager; Jessica Scibelli, Deputy County Attorney Senior; Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board

**Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE – INVOCATION**

Chairman Humphrey called the Regular Meeting to order at 10:02 a.m. this date in the Board of Supervisors' hearing room. James Menlove led the Pledge of Allegiance, and he delivered the invocation.

**Item 2 – PRESENTATIONS:**

**A. Public recognition of six employees through the County's Spotlight on Employees Program, as follows: Robert Mathews, Joseph Gonzales, Reyes Barajas, Darde de Roulhac, Deborah Bradway and Kenneth Jones.**

Erica Raymond, Human Resources Assistant Senior, read aloud the letter that was submitted by Sherry Grice and Cathy Melvin of the Board of Supervisors' Office nominating Robert Mathews, Joseph Gonzales, and Reyes Barajas. Mr. Mathews is no longer with the County, however, he served 2 years with the Facilities Department. Mr. Gonzales has been working with the Facilities Department for 1 year. Mr. Reyes has been with the Facilities Department for 7.5 years. Ms. Raymond read aloud the second letter that was submitted by a citizen nominating Darde de Roulhac, Deborah Bradway, and Kenneth Jones. Mr. de Roulhac has been with the Public Works Department for 22 years. Ms. Bradway has been with the Community Development Department for 16.5 years. Mr. Jones has been with the Public Works Department for 5.5 years. All Spotlight recipients, except for Mr. Mathews and Ms. Bradway,



accepted their gift cards. Mr. Mathews' and Ms. Bradway's gift cards will be given to them.

Each Board member congratulated the named Spotlight recipients.

**B. Presentation of a check in the amount of \$6,000 to the Payson Lodge No. 2154 Benevolent and Protective Order of the Elks, a private, non-profit organization.**

Woody Cline, Supervisor for District III, advised that this donation was from all 3 Supervisors. Dana Smith thanked the Board and stated that the Payson Lodge is soon having 3 big events for veterans, children, and the community of Payson.

**Item 3 – PUBLIC HEARINGS:**

**A. Information/Discussion/Action to adopt Resolution No. 21-09-01 acknowledging the transfer of ownership of Arroyo Water Company, Inc. to Michael Armstead; repealing Resolution No. 07-02-01; and granting a 25-year water services franchise to Arroyo Water Company, Inc. contingent up receipt of a Certificate of Insurance within 30 days after adoption of Resolution No. 21-09-01.**

Marian Sheppard, Clerk of the Board, provided the history leading up to three water service franchise applications being presented to the Board as agenda items 3A through 3C. In summary, Ms. Sheppard advised that she recently obtained the names of utility companies operating in Gila County through the Arizona Corporation Commission's (ACC) website. Many of the companies do not currently have a franchise with Gila County. The first person she contacted was Michael Armstead, who has a wealth of experience and knowledge about water and wastewater systems. Mr. Armstead informed Ms. Sheppard of the 3 utility companies that he owns and operates in Gila County. Ms. Sheppard and Ms. Armstead have been working together to present applications to the Board so that the County records are accurate for the companies which are owned by Mr. Armstead. Ms. Sheppard explained that when Mr. Armstead initially purchased the utility companies, he went through a very lengthy process with the ACC for the transfer of the Certificates of Convenience and Necessity (CC&N) for each company. Mr. Armstead has owned and operated these companies for years and is in good standing with the ACC, which oversees utility companies. Ms. Sheppard stated that at this point, the applications being presented to the Board of Supervisors are more administrative to ensure that the County records are accurate. Of particular importance is the need to obtain an insurance certificate for every utility company operating in Gila County per the requirements of Resolution No. 16-12-01, which outlines procedures for the issuance of franchises in Gila County.

Regarding this franchise application, Ms. Sheppard explained that her records show that Gila County has an active franchise with Arroyo Water Company, Inc. which is owned and operated by Mr. Kacy Parker. The franchise does not expire until February 6, 2022. Mr. Armstead purchased the company from Mr. Parker in 2015, and the ACC transferred the CC&N to Mr. Armstead around that time. Mr. Armstead has been operating this water system located in the Punkin Center areas of Tonto Basin since 2015 and he provides water to approximately 200 customers.

Chairman Humphrey opened the public hearing. There were not any public comments, so he closed the public hearing as asked for a motion from the Board.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously adopted Resolution No. 21-09-01 acknowledging the transfer of ownership of Arroyo Water Company, Inc. to Michael Armstead; repealed Resolution No. 07-02-01; and granted a 25-year water services franchise to Arroyo Water Company, Inc. contingent upon receipt of a Certificate of Insurance within 30 days after adoption of Resolution No. 21-09-01. **(A copy of the resolution is attached to these minutes and is permanently on file in the Board of Supervisors' Office.)**

For the record, the Certificate of Insurance was presented to the Clerk of the Board on September 9, 2021.

**B. Information/Discussion/Action to adopt Resolution No. 21-09-02 acknowledging the transfer of ownership of Beaver Valley Water Company to Beaver Valley Water Company, Inc. owned by Michael Armstead; and granting a 25-year water services franchise to Beaver Valley Water Company, Inc. contingent upon receipt of a Certificate of Insurance within 30 days after the adoption of Resolution No. 21-09-02.**

Ms. Sheppard advised that on May 2, 1966, the Board of Supervisors issued a 25-year franchise to Beaver Valley Water Development Company d/b/a Beaver Valley Water Company, which expired on May 2, 1991. The franchise was never presented again for renewal, and the records were destroyed in accordance with the State of Arizona's retention schedule for records. On January 3, 2018, the Arizona Corporation Commission (ACC) issued an Opinion and Order (Decision No. 76519) approving an application submitted by Beaver Valley Water Company for the transfer of its assets and its Certificate of Convenience and Necessity (CC&N) to Beaver Valley Water Company, Inc., a corporation, and naming Michael Armstead as owner/director. Mr. Armstead has been operating this water system located 7 miles north of Payson since 2018, and he provides water to approximately 214 customers.

Vice-Chairman Christensen mentioned that the Beaver Valley Homeowners Association and Mr. Armstead are in a dispute over pipe and part of a building. He stated, "I just want to make sure that what we are doing today will not create an advantage or disadvantage to either party, legally."

Mr. Armstead replied that Beaver Valley Water Company, Inc. has a valid CC&N, which is the same as having the franchise. He stated, "...It's an exclusive right and no one else can sell water in the area. What the franchise gives us is the right to put water through those pipes. It's a conveyance and maintenance program. It's basically what the franchise is, but through the body of your document, I have to maintain ACC compliance, and then maintain ACC compliance at ADEQ (Arizona Department of Environmental Quality), EPA (Environmental Protection Agency), and DPW (Department of Water Resources)..."

Chairman Humphrey inquired as to the County's requirement for the franchisee to obtain an insurance certificate and he questioned the purpose of it. Mr. Armstead replied, "It's a liability insurance for working in a public thoroughfare or a public right-of-way...It was really hard to obtain, I have to tell you to be honest. Water companies don't make money. The rate base structure, through the utilities, the insurance companies did not want to carry the water companies because they don't make enough money. We were able to do it through the management company that is actually doing the work." Chairman Humphrey thanked Mr. Armstead for the explanation.

Chairman Humphrey opened the public hearing. There were not any public comments, so he closed the public hearing as asked for a motion from the Board.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously adopted Resolution No. 21-09-02 acknowledging the transfer of ownership of Beaver Valley Water Company to Beaver Valley Water Company, Inc. owned by Michael Armstead; and granted a 25-year water services franchise to Beaver Valley Water Company, Inc. contingent upon receipt of a Certificate of Insurance within 30 days after the adoption of Resolution No. 21-09-02. **(A copy of the resolution is attached to these minutes and is permanently on file in the Board of Supervisors' Office.)**

For the record, the Certificate of Insurance was presented to the Clerk of the Board on September 9, 2021.

**C. Information/Discussion/Action to adopt Resolution No. 21-09-03 acknowledging the transfer of ownership of Jake's Corner Water Systems to Management Systems, LLC owned by Michael Armstead; and granting a 25-year water services franchise to Management Systems, LLC to provide water services in the general area of Jake's Corner contingent upon**

**receipt of a Certificate of Insurance within 30 days after the adoption of Resolution No. 21-09-03.**

Ms. Sheppard advised that there is no record on file of a franchise to provide water service to the Jake's Corner service area; however, she added that there may have been one, but the record would have long ago been destroyed. On August 19, 2016, the Arizona Corporation Commission (ACC) executed an Opinion and Order (Decision No. 75710) approving the transfer of the assets of Jake's Corner Water Systems to Management Systems, LLC, which is owned by Michael Armstead; and issued a new Certificate of Convenience and Necessity (CC&N) to Management Systems, LLC. Mr. Armstead has been operating and maintaining this water system since 2016, and he is in good standing with the ACC. The service area covers approximately 160 acres in an area located 18 miles south of Payson. Mr. Armstead provides water service to approximately 30 customers on the south side of Highway 188 in the Jake's Corner area.

Mr. Armstead explained that the circumstances for acquiring all three water companies (Arroyo Water Company, Beaver Valley Water Company, and Jake's Corner Water Systems) were different. He stated, "I got involved for specific reasons. Beaver Valley was because they didn't have an assured water supply. Jake's Corner facilities were antiquated, needed to be worked on. Then Arroyo, of course, was growing so I obtained that. Jake's Corner was owned by a sole proprietorship, so I had to transfer that into a corporation to run as a public service corporation. They (ACC) were supposed to put that in Arroyo's corporation, but they put that in Management Systems, so that's how we wound up d/b/a (doing business as), the management company. The company I designed (Management Systems, LLC) was to go in and fix rural water companies and bring them financing and structure. That's how Jake's Corner had an asset transfer where Arroyo didn't need one because it was a valid corporation. We just purchased the stock. The assets really haven't transferred, right, we're still in the same company. Beaver Valley – we had to create the company again because it was a sole proprietorship to do, and then transfer those assets. In transferring of assets at the ACC, we have to go in front of a law administrative judge; there is public notification; there's background research and staff reports on both myself and finances, and it takes about 6 to 8 months to go through the process. It's not an easy process."

Chairman Humphrey opened the public hearing. There were not any public comments, so he closed the public hearing as asked for a motion from the Board.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously adopted Resolution No. 21-09-03 acknowledging the transfer of ownership of Jake's Corner Water Systems to Management Systems, LLC owned by Michael Armstead; and granted a 25-year water services

franchise to Management Systems, LLC to provide water services in the general area of Jake's Corner contingent upon receipt of a Certificate of Insurance within 30 days after the adoption of Resolution No. 21-09-03. **(A copy of the resolution is attached to these minutes and is permanently on file in the Board of Supervisors' Office.)**

For the record, the Certificate of Insurance was presented to the Clerk of the Board on September 9, 2021.

#### **Item 4 - REGULAR AGENDA ITEMS:**

##### **A. Information/Discussion/Action to approve the Superior Courts' submission of the FY22 "Fill the Gap" Grant Application to the Administrative Office of the Courts for enhanced criminal case scanning in the amount of \$5,515.79.**

Jonathan Bearup, Superior Court Administrator, advised that if grant funds are awarded in response to this Grant Application, they will be used to provide 2 additional scanning stations for Payson Limited Jurisdiction court operations, which encompasses the Payson Justice Court, Star Valley Municipal Court, and the Payson Municipal Court.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously approved the Superior Courts' submission of the FY22 "Fill the Gap" Grant Application to the Administrative Office of the Courts as presented.

##### **B. Information/Discussion/Action to approve Change Order No. 2 to CORE Construction, Inc. Contract No. A-133-2009-Payson Multipurpose Building and Site Improvements to increase the contract by \$99,965 for a new Guaranteed Maximum Price of \$5,548,099 and a new total contract amount of \$5,581,901 to allow CORE to use Stanley Security as a subcontractor to install their proprietary equipment at the Gila County Complex; and authorize the Facilities Department Manager to sign Change Order No. 2.**

Homero Vela, Assistant County Manager, stated that the initial contract was approved by the Board of Supervisors in 2019 in the amount of \$33,802 for pre-construction and a Guaranteed Maximum Price percentage of 5%. CORE Construction, Inc. completed the pre-construction services. On January 19, 2021, the Board of Supervisors approved Amendment No. 1 to Contract No. A133-2009 for the A133-2009 Exhibit A Maximum Price Change Order in the amount of \$5,448,134 GMP for construction services for a contract amount not to exceed the total contract amount of \$5,481,936 for the contract term beginning December 3, 2019, through December 31, 2022. He added that the first Change Order didn't have a cost associated with it and there was no delay,

so it was not presented to the Board; however, under the advice of the Finance Department, that Change Order will be presented to the Board at a future meeting.

The current alarm contractor which the County's general contractor, CORE Construction, Inc., is using for the Gila County Complex cannot supply the proprietary equipment needed to operate in Gila County's security system network. The County's current security vendor, Stanley Security, will need to be brought on board to perform the security portion of the project. Change Order No. 2 in the amount of \$99,965 is needed to complete the work. The increase is mainly due to the cost of the proprietary equipment of Stanley Security versus the off-the-shelf equipment of Aspen Alarm Systems. Also, after discussing the project with Stanley Security, the scope has been increased by including additional doors and features to match the systems within the rest of the Gila County buildings. Upgrading to Stanley Security as a subcontractor will allow for the County's security systems to remain compatible throughout all locations. The equipment used by Stanley Security is more costly versus that of Aspen due to the proprietary nature of the product.

Vice-Chairman Christensen commented on the added cost. He stated, "Compatibility was not something that was looked at...I consider a failing by not our staff, but with our contractor." Supervisor Cline commented that he was upset when he first learned of the added cost, but after learning more about the reasons for the Change Order, he approves of it. He mentioned there is a contingency fund for the construction of this County building. Mr. Vela advised that there is a contingency fund of \$163,000, and at this point, half of that money has been used.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved Change Order No. 2 to CORE Construction, Inc. Contract No. A-133-2009 as presented, and authorized the Facilities Department Manager to sign Change Order No. 2. (Note: Change Order No. 2 was signed by Chairman Humphrey.)

**C. Information/Discussion/Action to use Arizona State Contract No. ADSPO18-207044 with JE Fuller/Hydrology & Geomorphology, Inc. in the amount of \$90,000 to design and develop construction plans for mitigation solutions for the high-priority flood areas affected by the Telegraph Fire burn scar.**

Shannon Coons, Public Works Department Fiscal Services Manager, presented this agenda item. The work to be done by JE Fuller/Hydrology & Geomorphology, Inc. will involve the design of seven areas chosen out of the Telegraph Fire watersheds impacted that the Natural Resources Conservation Service (NRCS) noted that could use Emergency Watershed Protection Program (EWP) funding. These will be potential mitigation projects that may reduce flood

risk in those communities. Twenty-three solutions by JE Fuller were reviewed by NRCS and up to seventeen were noted as having all or part of the solution potentially fundable. Seven of those projects were noted by Gila County and JE Fuller as being a high priority due to the potential benefit, feasibility, and potential NRCS funding eligibility. Supervisor Cline commented that these plans would be done for the Telegraph Fire, and he questioned if another contract would be needed for the same services regarding the Mescal Fire.

Vice-Chairman Christensen asked about the fund source for this expense to which Ms. Coons replied that the County will be reimbursed by the Department of Forestry and Fire Management (DFFM). Supervisor Cline asked about providing the same services for the Mescal Fire. Ms. Coons replied that those fires merged and are now referenced as the Telegraph Fire, so it would be covered under this contract. Supervisor Cline expressed a concern that the information received from JE Fuller/Hydrology & Geomorphology, Inc. would be used by the County. Mr. Vela explained that in the following Board meeting he would be presenting more information on the analysis done by JE Fuller/Hydrology & Geomorphology, Inc. He also talked about the projects that have been identified and possible future funding, and he stressed that the seven high-priority projects are located in the Globe-Miami area around Six Shooter Canyon and Bloody Tanks Wash. Supervisor Cline thanked Mr. Vela for the explanation.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously authorized the use of Arizona State Contract No. ADSPO18-207044 with JE Fuller/Hydrology & Geomorphology, Inc. as presented.

**D. Information/Discussion/Action to authorize the advertisement of Statement of Qualifications-On-Call Engineering Firm Consulting Services for Professional Services to review Gila County Grading & Drainage Ordinance No. 08-01 and Right-of-Way Ordinance No. 02-01.**

Ms. Coons advised that the subject ordinances are quite old. The Right-of-Way Ordinance was last amended on August 7, 2002, and the Grading and Drainage Ordinance was adopted by the Board of Supervisors on March 15, 2008. She advised that in-house staff has made attempts at various times to update the ordinances; however, they have run into problems with the correct wording, grammar, etc. Hiring a consultant to update these ordinances will provide a different perspective as the consultant will research other county ordinances and get to know Gila County's processes. Ms. Coons believe that updated ordinances will also be viewed positively by the public.

Supervisor Cline does not think a consultant is needed to re-write these ordinances as he believes there is County staff who have sufficient knowledge and experience to update them.

Vice-Chairman Christensen made a motion to authorize the advertisement of Statement of Qualifications-*On-Call Engineering Firm Consulting Services for Professional Services*, which was seconded by Supervisor Cline. Chairman Humphrey asked for the vote. The motion passed by a 2 to 1 vote with Supervisor Cline opposing the motion.

**E. Information/Discussion/Action to approve the use of OMNIA Cooperative Contract No. 161534 with Empire Machinery; and approve the Empire Customer Purchase Agreement for the purchase of a 2021 Caterpillar 120 AWD Motor Grader using discounts from trading in a J-011 Motor Grader for a total price of \$302,837.82.**

Ms. Coons advised that motor graders are used frequently throughout the County, especially with there being so many dirt roads in Gila County. The motor graders are also used to remove snow and mud. It is not cost-effective to continue to make repairs to the motor grader currently being used, and it has logged many miles. She stated that Empire Machinery will use the J-011 as a trade-in for the new machine for \$24,500, which is more than the staff believes it would bring at auction.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously approved the use of OMNIA Cooperative Contract No. 161534 with Empire Machinery; and approved the Empire Customer Purchase Agreement for the purchase of a 2021 Caterpillar 120 AWD Motor Grader using discounts from trading in a J-011 Motor Grader for a total price of \$302,837.82.

**F. Information/Discussion/Action to approve the use of OMNIA Cooperative Contract No. 161534 with Empire Machinery; and approve the Empire Customer Purchase Agreement for the purchase of two Side Dump Buckets in the amount of \$53,092.36 for flood mitigation reimbursable through the Department of Forestry and Fire Management.**

Ms. Coons explained that the purchase of the side dump buckets will help in the time it takes to clean creeks and streams and they are to be used on two existing County-owned loaders. Supervisor Cline commented that the County has “lived” without side loading buckets for a long time. He does not believe that using Department of Forestry and Fire Management funds is a proper use of the funding.

Vice-Chairman Christensen made the motion to approve the use of OMNIA Cooperative Contract No. 161534 with Empire Machinery; and approve the Empire Customer Purchase Agreement for the purchase of two Side Dump Buckets in the amount of \$53,092.36, which was seconded by Supervisor



Cline. Chairman Humphrey asked for the vote. The motion passed by a 2 to 1 vote with Supervisor Cline opposing the motion.

**G. Information/Discussion/Action to approve the use of ADOT Contract No. CTR052847 with Empire Machinery to purchase a 2021 Caterpillar 279D3 Compact Track Loader in the amount of \$80,478.34 for flood mitigation reimbursable through the Department of Forestry and Fire Management.**

Ms. Coons stated that the County could use this small loader in the creeks and streams for flood cleanup and other projects around the County. Vice-Chairman Christensen commented that he could see the need for this equipment; however, he wants to be better informed as to the reason there would be an objection to spending Department of Forestry and Fire Management (DFFM) funds. Ms. Coons responded that there is a finite number, \$5 million, in these funds. Supervisor Cline asked if the County already owns a skid steer. Ms. Coons responded that she thought that the County does own one. Supervisor Cline mentioned that a skid steer could be rented for about \$4,000 per week, which might be a better option than purchasing this piece of equipment. He commented that over \$130,000 of DFFM funds have been expended, so he didn't agree with this expenditure. Mr. Menlove stated that Public Works staff received preliminary approval from DFFM for this purchase. Supervisor Cline responded that DFFM funds are being provided for all of Arizona, not just Gila County. That is the reason he wants to be very conscientious about using DFFM funds. He stated, "We still have people not approved yet for what they applied for..."

Supervisor Cline made the motion to approve the use of ADOT Contract No. CTR052847 with Empire Machinery to purchase a 2021 Caterpillar 279D3 Compact Track Loader in the amount of \$80,478.34, seconded by Vice-Chairman Christensen. Mr. Menlove commented that it would be appropriate for the Chairman to also call for votes against the motion. Chairman Humphrey asked for the vote. The motion passed by a 2 to 1 vote with Supervisor Cline opposing the motion.

**H. Information/Discussion/Action to approve the use of Cooperative Agreements Sourcewell 032119-CAT and 062320-CAT for heavy equipment purchases, related accessories, attachments, parts, supplies, and rentals for the agreement term with the Board of Supervisors using Caterpillar, Empire Machinery, and Empire Southwest LLC from September 7, 2021, to September 6, 2022, with a not to exceed the amount of \$600,000.**

Ms. Coons commented that this is the third or fourth time a request has been presented to the Board to use a Sourcewell Cooperative Agreement which provides discounts on equipment purchases, rentals, etc. When this contract

was renewed last year, it was in the amount of \$400,000; however, due to cost increases Public Works is requesting an increase of \$200,000 for the coming year for not to exceed the amount of \$600,000.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved the use of Cooperative Agreements Sourcewell 032119-CAT and 062320-CAT for a not to exceed the amount of \$600,000 as presented.

**I. Information/Discussion/Action to approve revised Amendment No. 1 to an Intergovernmental Agreement (Contract No. IGA2021-037) with the Arizona Department of Health Services for COVID-19 expanded response capabilities in the amount of \$1,604,672 for the period beginning July 1, 2020, through February 28, 2022.**

Michael O'Driscoll, Health and Emergency Management Department Director, explained that the County has received the described funds and the Arizona Department of Health Services requires an Amendment to explain the use and distribution of said funds. The Price Sheet has been revised and replaced by the Price Sheet of this revised Amendment No. 1 as Amendment No. 1 and Amendment No. 2 were never executed. Funds have been moved between categories. The total contracted amount has increased by (\$1). He further explained that Gila County currently has one full-time Communicable Disease Specialist (CDS) specifically trained and funded with the Centers for Disease Control and Prevention (CDC) public health emergency preparedness dollars. The CDC COVID-19 funding has afforded an increase to three CDS positions and three contact tracers.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously approved revised Amendment No. 1 to Intergovernmental Agreement (Contract No. IGA2021-037) with the Arizona Department of Health Services as presented.

**J. Information/Discussion/Action to approve Amendment No. 6 to an Intergovernmental Agreement (Contract No. ADHS18-177678) with the Arizona Department of Health Services to increase the grant award by \$725,797 for vaccine equity to enhance COVID-19 vaccination efforts in underserved communities.**

Mr. O'Driscoll advised that this agenda item and the following agenda item are the same. Funding has been received; however, the Arizona Department of Health Services had fallen behind in issuing intergovernmental agreements and amendments to agreements. He commented that this amendment would increase the grant award for vaccine equity to enhance COVID-19 vaccination efforts in underserved communities. Mr. Menlove requested clarification that if there are existing contracts and the County receives new money Finance

procedures are followed. Mr. O'Driscoll stated that his department follows all procedures regarding contract management. Mr. Menlove wants to be clear that all funds acquired through COVID-19 related expenditures and activities are bid accordingly with state statute and county policies.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved Amendment No. 6 to Intergovernmental Agreement (Contract No. ADHS18-177678) with the Arizona Department of Health Services as presented.

**K. Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. CTR056164) with the Arizona Department of Health Services for COVID-19 expanded response capabilities from March 1, 2021, to May 1, 2023, in the amount of \$839,579.**

Mr. O'Driscoll explained that this item is the same as the previous item and that this agreement would provide the capability to continue COVID-19 testing and surveillance equipment going.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously approved the Intergovernmental Agreement (Contract No. CTR056164) with the Arizona Department of Health Services as presented.

**L. Information/Discussion/Action to review all bids submitted for Request for Proposals No. 071921 Sub-Grantee for Project Management (Advancing Health Literacy to Enhance Community Equitable Responses to COVID-19); award to the lowest, most responsive, responsible, and qualified company; authorize the Chairman's signature on the award; and accept the Project Management grant award in the amount of \$2,458,904 for the period August 1, 2021, through June 30, 2023.**

Mr. O'Driscoll stated that on July 27, 2021, the Board of Supervisors authorized Request for Proposals No. 071921 to contract with a consultant team to provide grant management services. One sealed bid was received, accepted, and reviewed with the determination that Community Alliance Consulting met all bid specifications and offered a low bid price.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously awarded Request for Proposals No. 071921 Sub-Grantee for Project Management to Community Alliance Consulting in the amount of \$2,458,904 as presented.

**M. Information/Discussion/Action to approve Amendment No. 4 to an Intergovernmental Agreement (Contract No. CTR043241) with the Arizona Department of Health Services in the amount of \$262,860 for the Special Supplemental Nutrition Program for WIC (Women, Infants and Children)**

**services and \$49,308 for BPCP (Breastfeeding Peer Counseling Program) services.**

Mr. O'Driscoll explained that this is a regular annual agreement renewal and will allow the County to continue to provide Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling Program (BFPC) services to the residents.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously approved Amendment No. 4 to Intergovernmental Agreement (Contract No. CTR043241) with the Arizona Department of Health Services as presented.

**N. Information/Discussion/Action to approve Amendment No. 5 to Contract No. 019-0444 between the Pinal-Gila Council for Senior Citizens (PGCSC), Area Agency on Aging, Region V, and Gila County Community Services Department, Housing Services, extending the contract effective July 1, 2021, through June 30, 2022, and adding \$20,226 to be used for home repair and renovations for a total contract amount of \$65,084.**

Malissa Buzan, Community Services Department Director, commented that this is an annual agreement and that additional funds were included in this amendment to provide home repair and renovation services for another year to eligible citizens.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved Amendment No. 5 to Contract No. 019-0444 with Pinal-Gila Council for Senior Citizens, Area Agency on Aging, Region V.

**O. Information/Discussion/Action to accept donations to GilaPROUD - Highway 60 Corridor Cleanup Project to include acknowledgment of all donations received to date.**

Aimee Staten, Finance Department Grants Administrator, explained that the project is to clean up, maintain, and beautify the Highway 60 corridor. GilaPROUD was created last fiscal year and after that time the community groups stepped up to fund the project. In the slide presentation attached to this agenda item, Ms. Staten recognized the following stakeholder organizations for their donations to the project to date: BHP Billiton, Capstone Pinto Valley Mine, Freeport-McMoRan Copper & Gold, Southern Gila County Economic Development Corporation, and the City of Globe. The next steps for the project are to apply for permits with the Arizona Department of Transportation for right-of-way access on Highway 60, get a request for proposals approved by the Board of Supervisors, and contract with a landscaping company to perform the work.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously accepted donations to the GilaPROUD – Highway 60 Corridor Cleanup Project.

**P. Information/Discussion/Action to accept and authorize the Chairman's signature on the 2021 U.S. Environmental Protection Agency's Brownsfield Assessment Cooperative Agreement (Grant No. 98T22801) grant in the amount of \$600,000.**

Cathy Melvin, Executive Assistant to District III Supervisor, commented that in 2019 the county applied for assessments for some of the older buildings through a consortium. They were denied at that time, so Ms. Staten and Ms. Melvin revised the application and resubmitted it. This year the County was awarded a federal grant from the Environmental Protection Agency for the assessments to be performed. The grant will result in a Re-Use Plan for the properties that receive assessment and will assist when moving forward with actual abatement or demolition of the buildings on the targeted list. Ms. Staten explained that once assessments are done, they can apply for state grant funding which is easier to obtain than federal grant funding.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously accepted the 2021 U.S. Environmental Protection Agency's Brownsfield Assessment Cooperative Agreement (Grant No. 98T22801) grant in the amount of \$600,000.

**Q. Information/Discussion/Action to approve the budgeted and unbudgeted inter-fund transfers to include COVID-19 related transfers.**

Maryn Belling, Finance Department Deputy Director, presented a report on the transfers. She advised that this report is a follow-up to agenda item 3J of the Board of Supervisors' June 15, 2021, Regular Meeting at which time staff requested permission to prepare referenced journal entries and to come before the Board again upon completion of same. These transactions were completed timely for the fiscal year ending on June 30, 2021.

During the course of routine business, the Finance Department prepares fund transfers. The Finance Department shall bring forth each year the transfers for the Board's review, discussion, and approval to remain compliant with A.R.S. § 42-17106. In addition to the necessary budgeted inter-fund transfers, recent guidance from the Arizona Auditor General's Office requires a transfer of expenses to the CARES Act Fund (1116) to relieve those expenses incurred in the General Fund of which eligibility for CARES Act fund reimbursement was determined by the Governor's Office in the 3rd and 4th fiscal quarters of Gila County Fiscal Year 2020.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously approved the budgeted and unbudgeted inter-fund transfers to include COVID-19 related transfers as presented.

**R. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 207-04-081B and, if accepted, authorize the Chairman's signature on the Quit Claim Deed.**

Melissa Henderson, Deputy Clerk of the Board, advised that Michael and Lisa Mishler submitted a sealed bid for the purchase of this parcel. The Mishler's property adjoins the subject property. Ms. Henderson stated that the Mishlers submitted a letter explaining the reason they want to purchase the property, she proceeded to read excerpts of their letter as follows, *"...request to purchase State Tax Deeded Property known as Gila County Assessor's parcel number 204-07-081B ... Reasons to wit as follows: 1) We are Fee Title owners of Gila County Assessor's Parcel No. 204-07-081A – residential property located at 924 Cypress, Miami Arizona – the property contiguous to said parcel ending 081B. 2) State deeded property has no access of ingress or egress. 3) Contiguous parcel is residential and originally was one parcel when subdivision was created..."* Ms. Henderson advised that the lien amount on this property is \$1,383.40. With the Chairman's permission, Ms. Henderson opened the sealed envelope and announced that Mr. and Mrs. Mishler submitted a bid in the amount of \$1,000.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously agreed to sell parcel number 207-04-081B to Michael and Lisa Mishler for \$1,000.

Before asking for a motion on agenda item 5, Chairman Humphrey asked each Board member if there were any items that should be moved to the Regular Agenda for discussion and a separate action. There being no requests or questions from the Supervisors, Chairman Humphrey asked for a Board motion on the Consent Agenda items.

**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. 1 to Professional Services Contract No. 062420 with DCR Service and Construction, Inc. extending the term of the contract for one additional year, from September 15, 2021, to September 14, 2022, for a not to exceed contract amount of \$96,500.**

**B. Approval for the Gila County Probation Department to accept the FY2021-2022 Arizona Criminal Justice Commission Drug, Gang, and**

**Violent Crime Control Program grant through the Arizona Supreme Court, Administrative Office of the Court, Adult Probation Services Department, and certifying the matching fund requirement of \$17,681 for the program will be provided by the Adult Probation Service Fees fund.**

**C. Approval of Amendment No. 1 to Contract No. 103020 to extend the contract term for an additional five months, to December 31, 2021, to receive two vehicles purchased from McSpadden Ford, Inc.**

**D. Approval of Amendment No. 1 to Contract No. 113020 to extend the contract term for an additional five months, to December 31, 2021, to receive a vehicle purchased from Tom Jones Ford, LLP.**

**E. Approval of Amendment No. 1 to Contract No. 112920 to extend the contract term for an additional five months, to December 31, 2021, to receive the last of six Sheriff's Patrol vehicles purchased from Tom Jones Ford, LLP.**

**F. Approval of Amendment No. 1 to Contract No. 050420-*Pharmacy Services for Gila County Detention Medical* to extend the term of the contract for one additional year, from September 1, 2021, to August 31, 2022, for a contract amount not to exceed \$75,000.**

**G. Approval of Amendment No. 1 to Professional Services Contract No. 061520-1 with the Law Office of Harriette P. Levitt to extend the term of the contract for one additional year, from July 1, 2021, to June 30, 2022, in a not to exceed amount of \$10,000.**

**H. Appointment of the following Republican Party Precinct Committeemen in Gila County: Sophia Serpas-Central Heights Precinct; Maria Cook-Globe #7 Precinct; Darla Bradford-Globe #8 Precinct; William LeBlanc-Payson #2 Precinct; John Range-Pine-Strawberry East Precinct; and Lawrence Suto-Pine-Strawberry East Precinct.**

**I. Approval to reappoint Charles Thompson as a governing board member of the Northern Gila County Range Commission for the term beginning January 1, 2022, through December 31, 2024.**

**J. Approval of the Board of Supervisors' August 16, 2021, and August 31, 2021, meeting minutes.**

**K. Acknowledgment of the July 2021 monthly activity report submitted by the Clerk of the Superior Court's Office.**

**L. Acknowledgment of the July 2021 monthly activity report submitted by the Recorder's Office.**

**M. Acknowledgment of the July 2021 monthly activity report submitted by the Globe Regional Constable's Office.**

**N. Acknowledgment of the July 2021 monthly activity report submitted by Payson Regional Constable's Office.**

**O. Acknowledgment of the July 2021 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.**

**P. Acknowledgment of the July 2021 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.**

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously approved Consent Agenda items 5A-5P.

**Item 6 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were not any comments from the public.

**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 information presented.**

Mr. Menlove and the Supervisors provided a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting at 12:14 p.m.

APPROVED:

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Tim R. Humphrey, Chairman



ATTEST:

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Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MEETING MINUTES  
GILA COUNTY, ARIZONA**

Date: September 21, 2021

**TIM R. HUMPHREY**  
Chairman

**MARIAN SHEPPARD**  
Clerk of the Board

**STEVE CHRISTENSEN**  
Vice-Chairman

By: Marian Sheppard

**WOODY CLINE**  
Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Tim R. Humphrey, Chairman; Steve Christensen, Vice-Chairman; and Woody Cline, Member

STAFF PRESENT: W. James Menlove, County Manager; Jessica Scibelli, Deputy County Attorney Senior; Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board. (Jefferson R. Dalton, Deputy Gila County Attorney and Civil Bureau Chief, was present only for the executive session.)

**Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE – INVOCATION**

Chairman Humphrey called the Regular Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Homero Vela led the Pledge of Allegiance and Maryn Belling delivered the invocation.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board voted unanimously to recess as the Gila County Board of Supervisors and convene as the Gila County Flood Control District Board of Directors to address the following agenda item.

**Item 2 - REGULAR AGENDA ITEMS:**

**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 a procedure policy document for the Gila County Flood Control District to use when providing floodplain management services to the Town of Star Valley. (Motion to adjourn as the Gila County Flood Control District Board of Directors and convene as the Gila County Library District Board of Directors.)**

Homero Vela, Assistant County Manager, advised that Gila County provides floodplain management services to the Town of Star Valley. By the Board approving these written procedures, it will formalize the procedures that will be followed when the County provides said services to the Town.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously approved the procedure policy document for floodplain management services with the Town of Star Valley.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously voted to adjourn as the Gila County Flood Control District Board of Directors and convene as the Gila County Library District Board of Directors to address the following 2 agenda items.

**B. Information/Discussion/Action to authorize the submission and subsequent acceptance of a State Grants-In-Aid Application by the Gila County Library District to the Arizona State Library, Archives and Public Records, Library Development Division, for the fiscal year 2022 in the amount of \$25,000 designated to Gila County for the period July 1, 2021, through June 30, 2022.**

Jacque Sanders, Deputy County Manager, District Librarian, advised that this grant is non-competitive so that is the reason the Board is being asked to simultaneously authorize the submission of the grant and accept grant funding.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously authorized the submission of a State Grants-In-Aid Application in the amount of \$25,000 for the fiscal year 2022, and subsequent acceptance of grant funds in the amount of \$25,000.

**C. Information/Discussion/Action to approve Library Service Agreements with Globe Public Library and the San Carlos Apache Tribe for the San Carlos Public Library for the period July 1, 2021, to June 30, 2022. (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

Ms. Sanders advised that 2 of 7 Library Service Agreements are being presented to the Board for approval. The other 5 Library Service Agreements for the fiscal year 2022 were previously approved by the Board.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved Library Service Agreements for Globe Public Library and the San Carlos Apache Tribe for the San Carlos Public Library for the period of July 1, 2021, to June 20, 2022.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously voted to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.

**D. Information/Discussion/Action to approve an Intergovernmental Agreement (DPS Contract No. 2021-070) regarding Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) State Gang Task Force between Gila County and the Arizona Department of Public Safety (DPS) with an annual renewal starting on July 1, 2022.**

Matt Binney, Undersheriff, presented the following information that is contained in the staff report for this item. *On November 19, 2009, the Gila County Board of Supervisors approved Intergovernmental Agreement (DPS Contract No. 2019-119.A1) which replaced the Intergovernmental Agreement (DPS Contract No. 2014-087). On December 15, 2020, the Gila County Board of Supervisors approved Intergovernmental Agreement (DPS Contract No. 2020-084). The Intergovernmental Agreement (DPS Contract No. 2021-070) combines both Intergovernmental Agreements (DPS Contract No. 2019-119.A1 and 2020-084) into one Intergovernmental Agreement.*

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved the Intergovernmental Agreement (DPS Contract No. 2021-070) with the Arizona Department of Public Safety as presented.

**E. Information/Discussion/Action to authorize the Sheriff's Office electronic submission of an FFY 2022 Speed Enforcement Overtime Grant Application in the amount of \$28,140 submitted to the Arizona Governor's Office of Highway Safety.**

Undersheriff Binney presented the following information contained in the staff report for this item. *The Gila County Sheriff's Office is working with a limited overtime budget and short staffing. In order for the Sheriff's deputies to participate in speed enforcement details, overtime funding is needed. Due to the short notice to submit a grant application, the Gila County Sheriff's Office electronically submitted the FFY (federal fiscal year) 2022 GOHS (Governor's Office of Highway Safety) Speed Enforcement Overtime Grant Application on March 11, 2021. If a grant is awarded to the Gila County Sheriff's Office, the funding will be utilized for overtime funding related to speed enforcement details throughout Gila County.*

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously authorized the Sheriff's Office electronic submission of the FFY 2022 Speed Enforcement Overtime Grant Application in the amount of \$28,140.

**F. Information/Discussion/Action to accept the application and petition to begin the process to vacate a portion of Holly Drive, in Pine, as shown on the map of White Oaks Glen Official Map No. 346, Gila County Records.**

Tom Goodman, Gila County Engineer, presented the following information contained in the staff report for this item and he showed a map of the subject area. *White Oaks Glen was recorded in 1967. The portion of Holly Drive being considered for abandonment has been improved by Mr. Bennett. The road does not provide access to anyone other than the Bennetts and their family. On September 3, 2019, the Board of Supervisors approved the disposal of another portion of Holly Drive in Pine. Abandoning this road will not deny anyone access to their property.*

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously accepted the application and petition to begin the process to vacate a portion of Holly Drive in Pine, AZ.

**G. Information/Discussion/Action to review all bids submitted for Request for Proposal No. 070921 Reno Creek Bank Protection; award to the lowest, most responsible, and qualified bidder; and authorize the Chairman's signature on the award contract in the amount of \$87,043.54.**

Mr. Goodman advised that the estimate for this project is over \$100,000 and Gila County would be responsible for 30% of the total construction costs. This is a reimbursable agreement with the Natural Resources Conservation Service. The deadline to use these funds is December 21, 2021, so Mr. Goodman stated that the County must move quickly to get this project to completion. He advised that 6 bids were received for this project; the lowest bid contractor has not previously worked with Gila County. He recommended awarding a contract to Total Maintenance Erosion Control LLC, which submitted the lowest bid of \$87,043.54.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously awarded Request for Proposals No. 070921 to Total Maintenance Erosion Control, LLC in the amount of \$87,043.54.

**H. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 090121 to purchase Two (2) New 2022 Ford Expedition XL STX 4X4 3.5L EcoBoost as outlined in the solicitation.**

Chairman Humphrey read aloud this agenda item and stated that he would allow E. David LaForge, newly hired General Services Manager for the Public Works Department, to provide a short slide presentation which pertains to agenda items 2H through 2K.

Mr. LaForge stated that the purpose of the presentation was to inform the Board as to the criteria that is used to determine the timing to replace equipment. He reviewed the Vehicle Replacement Plan slide, as follows: *Replace at established intervals based on age – 10 years. Replace at established mileage limit – 200,000. Replace when the cost to repair exceeds the vehicle’s new purchase value.* Mr. LaForge proceeded to review the vehicles being replaced and the departments or elected offices which will receive new replacement vehicles. He added that all vehicles being replaced will be disposed of at auction. Each Board member thanked Mr. LaForge for the information.

Shannon Coons, Public Works Department Fiscal Services Manager, advised that the replacement vehicles will be placed in the fleet in the coming year to be used by the Board of Supervisors’ administrative staff and the Motor Pool.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously authorized the advertisement of Invitation for Bids No. 090121.

**I. Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 090121-1 to purchase One (1) New 2022 Ford F150 XL, 4x4, Super Crew Cab, 6.5’ Bed as outlined in the solicitation.**

Ms. Coons stated that this vehicle will be needed in the fleet in the coming year for Facilities Management Department use.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously authorized the advertisement of Invitation for Bids No. 090121-1.

**J. Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 090121-2 to purchase Five (5) New 2022 Ford Escape AWD 2.0L EcoBoost as outlined in the solicitation.**

Ms. Coons stated that these vehicles will be needed in the fleet in the coming year for Motor Pool use.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously authorized the advertisement of Invitation for Bids No. 090121-2.

**K. Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 090121-3 to purchase Three (3) New 2022 Ford Explorer XLT 4X4 2.3L EcoBoost as outlined in the solicitation.**

Ms. Coons stated that these vehicles will be needed in the fleet in the coming year for Information Technology Department and Motor Pool use.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously authorized the advertisement of Invitation for Bids No. 090121-3.

**L. Information/Discussion/Action to adopt Resolution 21-09-04 and adopt the revised Redistricting Advisory Committee selection guidelines.**

Mary Springer, Finance Department Director, advised that as applications were being reviewed for appointments to the Gila County Redistricting Advisory Committee, it was discovered there were some inconsistencies in the application form. The application package for potential committee candidates had conflicting information and the dates in the selection guidelines also did not agree with the timing of the release of the census data. The revised selection guidelines corrected the inconsistencies, typographical errors, and dates to coincide with the 2021 Gila County Redistricting Advisory Committee selection process. Resolution 21-09-04 corrects the inconsistencies between the guidelines and the candidate application. The revised guidelines will replace the guidelines attached to Resolution 21-08-02 that was adopted by the Board of Supervisors on August 3, 2021.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously adopted Resolution No. 21-09-04. **(A copy of the resolution is attached to these minutes and permanently on file in the Board of Supervisors' Office.)**

**M. Information/Discussion/Action to appoint the selected members to the Redistricting Advisory Committee.**

Ms. Springer commented that after the Board adopted Resolution No. 21-08-02 on August 3, 2021, a public request was made for citizens to submit letters of interest to their District Supervisor for consideration to serve on the 2021 Gila County Redistricting Advisory Committee. She advised that the Board needs to appoint 12 members to allow the public input process to commence. Of the 16 applications that were received, 2 were disqualified. (Ms. Springer asked each Supervisor to choose a person on the list. Each Supervisor named one person, and after 3 people were named, each Supervisor named another person until the total reached 12. The names of those chosen are as follows:

| <b>Nominating Order</b> | <b>Appointee Name</b> | <b>Supervisor Choosing the Appointee</b> |
|-------------------------|-----------------------|--|
| 1                       | Judy Moorhead         | Humphrey                                 |
| 2                       | Robert Hershberger    | Christensen                              |

|    |                  |             |
|----|------------------|-------------|
| 3  | Mickie Nye       | Cline       |
| 4  | Alfred Guerrero  | Humphrey    |
| 5  | James Muhr       | Christensen |
| 6  | Tanner Hunsaker  | Cline       |
| 7  | Jose Medina      | Humphrey    |
| 8  | Carla Raymond    | Christensen |
| 9  | Mary Marshall    | Cline       |
| 10 | Sherry Rice      | Humphrey    |
| 11 | Gerald Woodward  | Christensen |
| 12 | Larry Stephenson | Cline       |

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously appointed 12 members to the 2021 Gila County Redistricting Advisory Committee as listed in the table above.

After the appointments were made, Ms. Sanders advised that there needs to be two alternate Committee members. A short discussion ensued as to whether the Board should choose alternate members at that time or later. It was agreed that this should be done while addressing this agenda item. Vice-Chairman Christensen asked Supervisor Cline to make the second appointment. The chosen alternate Committee members are as follows:

| <b>Nominating Order</b> | <b>Alternate Appointee Name</b> | <b>Supervisor Choosing the Appointee</b> |
|-------------------------|---------------------------------|--|
| 1                       | Bill Marshall                   | Humphrey                                 |
| 2                       | Michael Pastor                  | Cline                                    |

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously appointed 2 alternate members to the 2021 Gila County Redistricting Advisory Committee as listed in the table above.

**N. Information/Discussion/Action to approve Intergovernmental Agreement No. 08102021 with the Gila County Provisional Community College District for Redistricting Advisory Committee services to provide new district maps for its approval.**

Ms. Springer advised that she and the County Manager recently met with the President of the Gila County Provisional Community College District (GCPCCD) governing board. At that time a request was made that the Gila County Redistricting Advisory Committee also support the redistricting process for GCPCCD. An Intergovernmental Agreement (IGA) was prepared and approved by the GCPCCD governing board, and the GCPCCD governing board requests that the Gila County Board of Supervisors approve the IGA. The IGA shall be effective when fully executed and thereafter, it may be renewed for 1 additional year by mutual agreement from both parties.



Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously approved IGA No. 08102021.

**O. Information/Discussion/Action to certify the collection amounts for the Superior Court (\$919,261.54), Payson Regional Justice Court (\$476,843.92), and Globe Regional Justice Court (\$590,938.71) for FY 2020-2021.**

Ms. Springer presented this agenda item. Per Arizona Revised Statute §41-2421 (G), each year the Board of Supervisors must certify the annual collections for the Superior Court, Payson Regional Justice Court, and Globe Regional Justice Court. The Gila County Treasurer's Office prepared the collection report for FY 2020-2021 which was presented to the Board of Supervisors for its certification. Ms. Springer read aloud the amounts for each court.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously certified the collection amounts as stated by Ms. Springer for each specified court, as follows: Superior Court-\$919,261.54, Payson Regional Justice Court-\$476,843.92, and Globe Regional Justice Court-\$590,938.71.

Chairman Humphrey advised that the following agenda item is the approval of Consent Agenda items. He asked the Board members if there were any Consent Agenda items that needed to be moved to the Regular Agenda for discussion. Supervisors Christensen and Cline replied that there were not any items they wanted moved to the Regular Agenda.

**Item 3 - CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

**A. Approval of Extension of Intergovernmental Agreement - Restoration to Competency Services that is between Yavapai County and Gila County for one year July 1, 2021, to June 30, 2022.**

**B. Approval for the continued use of the Sourcewell Contract No. 032119-CAT financing a 2018 Model 120M2 AWD Caterpillar Motor Grader serial number M9H00559 using Caterpillar Financial Services Corporation for the fourth installment payment of \$31,552.58 in September 2021.**

**C. Ratification of the Board of Supervisors' approval of a Special Event Liquor License Application submitted by Gila County Fair Inc. to serve liquor at the Gila County Fair on September 23rd to 25th, 2021.**

**D. Approval of the monthly activity reports submitted by the Human Resources Department for August 2021.**

**AUGUST 3, 2021**

DEPARTURES:

1. Brooke Ortiz – Sheriff’s Office – 911 Dispatcher – 08/08/21 – General Fund – DOH 10/12/20

TEMPORARY HIRES TO COUNTY SERVICES:

2. Lonny Cline – Public Works – Temporary Worker – 07/27/21 – Public Works Fund

DEPARTMENTAL TRANSFERS:

3. Stephanie Casillas – From Globe Justice court – To Sheriff’s Office – From Justice Court Clerk – To 911 Dispatcher – 08/02/21 – General Fund – Replacing Stephanie Casillas

4. John Digman – Public Works – From Interim Recycling and Landfill Supervisor – To Recycling and Landfill Supervisor – 08/02/21 – Recycling and Landfill Management Fund – Replacing Mark Gann

OTHER ACTIONS:

5. Carl Melford – Health and Emergency Services – From Emergency Management Coordinator – To Emergency Management Program Manager – 08/02/21 – General Fund – Reclassification

6. Celena Cates – Health and Emergency Services – PHEP Planner – 07/19/21 – From PHEP Fund – To General Fund – Change in fund code

7. Gabriel Valenzuela – Sheriff’s Office – Deputy Sheriff Sgt. – 07/05/21 – General Fund – Implementation of GCSO Deputy Steps Program

REQUEST TO POST:

8. Clerk of Superior Court – Court Administrative Assistant – Vacated by Adriean Rutledge

9. Finance – Internal Auditor – Vacated by Vicki DeAnda

**AUGUST 10, 2021**

DEPARTURES:

1. Joelle Van Wier – Health and Emergency Services – Communicable Disease Specialist – 09/05/21 – Expanded Lab Capacity Fund – DOH 01/25/21

2. Michele Maupin – Public Works – Administrative Clerk Specialist – 08/13/21 – Public Works Fund – DOH 02/12/18

3. Mark Chacon – Public Works – Road Maintenance and Equipment Operator – 07/29/21 – Public Works Fund – DOH 12/03/12

NEW HIRES:

4. Ruby Perez – Clerk of Superior Court – Accounting Clerk Specialist – 08/16/21 – General Fund – Replacing Jillian Velarde
5. Taylor Kobza – Health and Emergency Services – Communicable Disease Specialist – 08/09/21 - Expanded Lab Capacity Fund – Replacing Kayle Lathrop

END PROBATIONARY PERIOD:

6. Miloni Patel – Health and Emergency Services – Public Health Nurse – 07/04/21 – Various Funds

DEPARTMENTAL TRANSFERS:

7. Adriean Rutledge – Clerk of Superior Court – From Court Administrative Assistant – To Associate Jury Commissioner – 08/16/21 – General Fund – Replacing Lynette Ortiz

OTHER ACTIONS:

8. Anthony Puskaric – Health and Emergency Services – Animal Control Officer – 08/16/21 – Rabies Control Fund – Reclassification
9. Felicia Ihrig – Health and Emergency Services – Animal Control Officer – 08/16/21 – Rabies Control Fund – Reclassification
10. Linda Robertson – Health and Emergency Services – Public Health Nurse – 08/16/21 – Immunization (.95)/Family Planning (.05) Funds – Salary Correction
11. Madeline Belling – Sheriff’s Office – 911 Dispatcher – 08/13/21 – General Fund – Change in resignation date from 07/30/21 to 08/13/21
12. Brooke Ortiz – Sheriff’s Office – 911 Dispatcher – 08/07/21 – General Fund – Change in resignation date from 08/08/21 to 08/07/21

REQUEST TO POST:

13. Probation – Juvenile Detention Officer – Vacated by Roy Bruno and Kenneth Dillman Jr.
14. Recorder’s Office – Recorder’s Clerk – Vacated by Stephanie Johnson
15. Probation – Juvenile Clinical Mental Health Therapist – New AOC funded position
16. Public Works – Administrative Clerk Specialist – Vacated by Michele Maupin

**AUGUST 17, 2021**

DEPARTURES:

1. Jordon Mounce – Globe Justice Court – Justice Court Clerk – 08/10/21 – General Fund – DOH 10/05/15
2. Robert Mathews – Facilities and Land Management – Building Maintenance Technician – 08/19/2 – Facilities Management Fund – DOH 08/19/19

3. Amanda Frost – Public Works – Scalehouse Attendant – 08/09/21 – Recycling and Landfill Management Fund – DOH 11/11/19
4. Elliana Cabrera – Sheriff's Office – Deputy Sheriff – 08/10/21 – General Fund – DOH 01/17/17

NEW HIRES:

5. Katrin Barajas – Health and Emergency Services – Community Health Specialist – 08/16/21 – Tobacco-Free Environment Fund – Replacing Nicole Archibald

END PROBATIONARY PERIOD:

6. E. David LaForge – Public Works – General Services Manager – 07/12/21 – Fleet Management Fund
7. Brendan Baroldy – Clerk of Superior Court – Courtroom Clerk Title IV-D – 07/06/21 – IV-D Child Support Fund
8. Bryon Murray – Public Works – Road Maintenance and Equipment Operator – 09/01/21 – Public Works Fund

DEPARTMENTAL TRANSFERS:

9. Savannah Barajas – Health and Emergency Services – From Communicable Disease Specialist – To Public Health Epidemiologist – 08/16/21 – Expanded Lab Capacity Fund – New grant-funded position

OTHER ACTIONS:

10. Stephanie Perez – Clerk of Superior Court – Courtroom Clerk Technician – 07/06/21 – General Fund – Extending probationary period an additional three months
11. Trevor Munkelwitz – Public Works – Vehicle and Equipment Mechanic – 08/09/21 – Public Works Fund – Extending probationary period an additional month

REQUEST TO POST:

12. Public Works – Scalehouse Attendant – Vacated by Amanda Frost
13. Facilities and Land Management – Building Maintenance Technician – Vacated by Robert Mathews

**AUGUST 24, 2021**

DEPARTURES:

1. Felicia Ihrig – Health and Emergency Services – Animal Control Officer – 08/27/21 – Rabies Control Fund – DOH 03/21/16
2. Tyler Shreeve – Payson Justice Court – Justice Court Clerk – 08/13/21 – General Fund – DOH 11/08/20
3. Candy Bell – Human Resources – Human Resources Administrative Assistant – 10/01/21 – General Fund – DOH 07/18/11

NEW HIRES:

4. Bonnie Wolff – Recorder’s Office – Recorder’s Clerk – 08/30/21 – General Fund – Replacing Isom White
5. Martina Burnam – Clerk of Superior Court – Court Administrative Assistant – 08/30/21 – General Fund – Replacing Adriean Rutledge

DEPARTMENTAL TRANSFERS:

6. Stephen Armstrong – Sheriff’s Office – From Deputy Sheriff – To Detention Officer – 09/27/21 – General Fund – Replacing Jessen Gillespie

OTHER ACTIONS:

7. Robert Campbell – Sheriff’s Office – From Deputy Sheriff – To Deputy Sheriff Detective – 08/02/21 – General Fund – Start of special assignment
8. Candice Carbajal – Sheriff’s Office – From Accounting Clerk Specialist – To Accounting Clerk Specialist (.75)/911 Dispatcher (.25) – 08/23/21 – General Fund – Start of special assignment
9. Daniel Irish – Computer Services – From Help Desk Coordinator – To Help Desk Support Specialist – 08/30/21 – General Fund - Reclassification

REQUEST TO POST:

10. Human Resources – Human Resources Administrative Assistant – Vacated by Candy Bell

**AUGUST 31, 2021**

DEPARTURES:

1. Lee Hughes – Public Works – Road Maintenance and Equipment Operator – 08/09/21 – Public Works Fund – DOH 01/04/21
2. George Allen – Public Fiduciary – Public Fiduciary Services Specialist – 09/03/21 – General Fund – DOH 08/22/16

NEW HIRES:

3. Brigham Flake – Sheriff’s Office – Detention Officer – 09/06/21 – General Fund – Replacing Dennis Pool
4. Isaiah Kesterson – Sheriff’s Office – Detention Officer – 09/06/21 – General Fund – Replacing John Sloan
5. Iris Bost – Health and Emergency Services – Animal Control Officer – 09/07/21 – Rabies Control Fund – Replacing Jakob Shaw
6. Nicholas Campagna – Health and Emergency Services – Animal Control Officer – 09/13/21 – Rabies Control Fund – Replacing Felicia Ihrig
7. Manuel Riddle – Health and Emergency Services – Animal Control Officer – 09/07/21 – Rabies Control Fund – Replacing Sheldon Benedict
8. Chantel Fierro – Library District – Library Clerk – 08/30/21 – Library Assistance Fund – Replacing Amanda Petty
9. Doreen Cruz – Library District – Library Clerk – 08/30/21 – Library Assistance Fund – Replacing Lisa Santa Marie

10. Zachary Pearson – Assessor’s Office – Mapping Technician – 08/30/21 – General Fund – Replacing Dylan Mojica
11. Patricia Ortega – Public Fiduciary – Public Fiduciary Services Specialist – 09/13/21 – General Fund – Replacing George Allen
12. Gavin Woodland – Health and Emergency Services – Community Health Policy Analyst – 09/13/21 – Teen Pregnancy Prevention Services Fund – New grant-funded position
13. Martina Burnam – Clerk of Superior Court – Court Administrative Assistant – 08/30/21 – General Fund – Replacing Adriean Rutledge
14. Kip Vidrine – Sheriff’s Office – Deputy Sheriff – 09/13/21 – General Fund – Replacing Aaron Heck

END PROBATIONARY PERIOD:

15. Yvonne House – Assessor’s Office – Office Coordinator – 07/18/21 – General Fund
16. Tiffany Brown-Cocroft – Community Development – Code Compliance Specialist – 07/26/21 – General Fund
17. Casey Clifton – Community Development – Building Safety Specialist – 09/07/21 – General Fund

DEPARTMENTAL TRANSFERS:

18. Richard Husk – From County Attorney’s Office – To Human Resources – From Deputy County Attorney Principal – To Director Human Resources and Risk Management – 08/30/21 – General Fund – Replacing Shelley McPherson
19. Douglas Bassler – Sheriff’s Office – From Detention Officer – To Deputy Sheriff – 09/13/21 – General Fund – Replacing Matthew Havey
20. Robert Campbell – Sheriff’s Office – From Deputy Sheriff – To Deputy Sheriff Detective – 08/02/21 – General Fund – Correction and replacing Emmett Dickison

OTHER ACTIONS:

21. James Lathi – Sheriff’s Office – Deputy Sheriff – 04/17/21 – General Fund – Change in overtime fund
22. Thor Nudson – Sheriff’s Office – Deputy Sheriff Sgt. – 04/26/21 – General Fund – Change in overtime fund

REQUEST TO POST:

23. Payson Justice Court – Justice Court Clerk – Vacated by Tyler Shreeve

**E. Approval of finance reports/demands/transfers for the reporting period of August 1, 2021, through August 31, 2021.**

Approve demands and budget amendments for operating transfers. Warrant numbers 310844 through 310877, 310879 through 311023, 311025 through 311080, 311082 through 311166, 311168 through 311259, and 311261

through 311361 totaling \$4,445,453.75 for the period 08-01-21 through 08-31-21.

Pursuant to A.R.S. §11-217(C), 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.)**

**F. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the month of August.**

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously approved Consent Agenda items 3A through 3F.

**Item 4 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were not any comments from the public.

**Item 5 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.**

The County Manager and the Supervisors provided a summary of current events.

**Item 6 - EXECUTIVE SESSION ITEMS:**

**A. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. §§ 38-431.03(A)(3) and (4) to discuss pending litigation in *Rivers Edge Payson, LLC v. Gila County*, CV202000114 and related settlement negotiations.**

Chairman Humphrey read aloud this agenda item and asked the Board members if they would like to vote to go into executive session regarding this item. Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board voted to go into executive session at 11:10 a.m. to address item 6A.

Chairman Humphrey reconvened the Regular Meeting at 12:06 p.m. and he asked for a Board motion on item 6A.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously directed the Board's attorney to proceed as directed in the executive session.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting at 12:07 p.m.

APPROVED:

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Tim R. Humphrey, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board



**ARF-6906**

**Consent Agenda Item 4. I.**

**Regular BOS Meeting**

**Meeting Date:** 10/05/2021

**Reporting** Globe Regional Constable's Office monthly report for

**Period:** August 2021

**Submitted For:** Ruben Mancha, Globe Regional Constable

**Submitted By:** Michael Sellars, Constable Clerk

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**Information**

**Subject**

Globe Regional Constable's Office Monthly report for August 2021

**Suggested Motion**

Acknowledgment of the August 2021 monthly activity report submitted by the Globe Regional Constable's Office.

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**Attachments**

August 2021

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RUBEN A MANCHA  
GLOBE REGIONAL  
CONSTABLE



1400 E ASH ST  
GLOBE, AZ 85501  
928-402-8758

**AUGUST 2021**  
**MONTHLY REPORT**  
**TABLE OF CONTENTS**

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

**Dan Rodriguez**  
Deputy Constable



**Michael Sellars**  
Constable Clerk

Office of  
**Globe Regional Constable**  
**Ruben Mancha**

August , 2021

Gila County Board of Supervisors  
1400 East Ash St  
Globe AZ 85501

**GLOBE REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER**

For the month of **August 2021**, the Globe Regional Constable's Office:

Received a total of 98 papers for service with 189 attempts.

Drove a total of 1316 miles.

Mailed a total of 9 warrant letters.

Bailiff for Justice Court 4.

Collected a total of \$ 1000.00 as follows:

|                       |               |
|-----------------------|---------------|
| Total Deposited:      | \$1,000.00    |
| Less Refunds          | <u>\$0.00</u> |
| Paid to General Fund: | \$1,000.00    |

Respectfully submitted,

Ruben Mancha  
Globe Regional Constable  
Gila County, Globe, Arizona



## Constable Activity Log - Monthly



Constable: Ruben Mancha  
 County: Gila  
 Precinct: Globe

Deputy: Dan Rodriguez  
 Constable Clerk: Michael Sellars

Total Cases Served/Attempted: 189

Mileage Total: 1316

| 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 |
|---------------|----------------------------|------------------|------------------------------|-----------------------|------------------|---|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 7/28/21       | Order to Show Cause        | J0403CM2020-563  | Globe Regional Justice Court | State of Arizona      | Nathan Bendle    | Nathan Bendle/334 E. North St Globe, Az 85501           | None  | 8/1/21      | Attempted |               |             |               | Rodriguez         |
| 7/16/21       | Order to Show Cause        | J0403CR2010-768  | Globe Regional Justice Court | State of Arizona      | Nicole Moore     | Nicole Moore/288 Prickly Pear Globe, Az 85501           | None  | 8/1/21      | Attempted |               |             |               | Rodriguez         |
| 7/16/21       | Order to Show Cause        | J0403CR2010-333  | Globe Regional Justice Court | State of Arizona      | Nicole Moore     | Nicole Moore/288 Prickly Pear Globe, Az 85501           | None  | 8/1/21      | Attempted |               |             |               | Rodriguez         |
| 7/16/21       | Order to Show Cause        | J0403CR2006-1073 | Globe Regional Justice Court | State of Arizona      | Nicole Moore     | Nicole Moore/288 Prickly Pear Globe, Az 85501           | None  | 8/1/21      | Attempted |               |             |               | Rodriguez         |
| 7/16/21       | Order to Show Cause        | J0403CR2010-678  | Globe Regional Justice Court | State of Arizona      | Nicole Moore     | Nicole Moore/288 Prickly Pear Globe, Az 85501           | None  | 8/1/21      | Attempted |               |             |               | Rodriguez         |
| 7/27/21       | Criminal Subpoena          | J0403CM2021-143  | Globe Regional Justice Court | State of Arizona      | Gary Mohr        | Protected Information                                   | None  | 8/1/21      | Attempted |               |             |               | Rodriguez         |
| 7/27/21       | Criminal Subpoena          | J0403CM2021-143  | Globe Regional Justice Court | J0403CM2021-143       | Gary Mohr        | Protected Information                                   | None  | 8/1/21      | Attempted |               |             |               | Rodriguez         |
| 7/27/21       | Criminal Subpoena          | J0403CM2021-143  | Globe Regional Justice Court | J0403CM2021-143       | Gary Mohr        | Protected Information                                   | None  | 8/1/21      | Attempted |               |             |               | Rodriguez         |
| 7/27/21       | Order to Show Cause        | J0403CR2019-442  | Globe Regional Justice Court | J0403CR2019-442       | Michael Crockett | Michael Crockett/3902 E. Greer St Claypool, Az 85501    | None  | 8/2/21      | Attempted |               |             | 54            | Rodriguez         |
| 7/27/21       | Order to Show Cause        | J0403CM2020-99   | Globe Regional Justice Court | State of Arizona      | Erica Robles     | Erica Robles/629 N. Hill St #A Globe, Az 85501          | None  | 8/2/21      | Attempted |               |             |               | Rodriguez         |
| 7/28/21       | Order to Show Cause        | J0403CM2020-431  | Globe Regional Justice Court | State of Arizona      | Melissa Kayson   | Melissa Kayson/1264 E. Montecito Dr Globe, Az 85501     | None  | 8/2/21      | Attempted |               |             |               | Rodriguez         |
| 7/28/21       | Order to Show Cause        | J0403CM2020-431  | Globe Regional Justice Court | State of Arizona      | Melissa Kayson   | Melissa Kayson/1264 E. Montecito Dr Globe, Az 85501     | None  | 8/2/21      | Attempted |               |             |               | Rodriguez         |
| 8/3/21        | Summons; Forcible Detainer | J0403CV2021-224  | Globe Regional Justice Court | Service First Realty  | Gary Mohr        | Gary Mohr/1244 Jesse Hayes Rd Globe, Az 85501           | Posted & Photographed.                                  | 8/3/21      | Served    |               |             | 59            | Mancha            |
| 8/3/21        | Notice                     | None             | None                         | Service First Realty  | Daylene Anderson | Daylene Anderson/710 E. Manzanita Dr #1 Globe, Az 85501 | Daylene Anderson/710 E. Manzanita Dr #1 Globe, Az 85501 | 8/3/21      | Served    |               |             |               | Mancha            |
| 8/3/21        | Notice                     | None             | None                         | Service First Realty  | Karen Garman     | Karen Garman/5927 S. Old Oak St Globe, Az 85501         | Karen Garmen/5927 S. Old Oak St Globe, Az 85501         | 8/3/21      | Served    |               |             |               | Mancha            |
| 8/3/21        | Order of Protection        | J0403PO2021-86   | Globe Regional Justice Court | Protected Information | David Hollifield | David Hollifield/1300 E. Ash St # 17 Globe, Az 85501    | David Hollifield/1300 E. Ash St #118 Globe, Az 85501    | 8/3/21      | Served    |               |             |               | Mancha            |
| 7/28/21       | Order to Show Cause        | J0403CM2020-431  | Globe Regional Justice Court | State of Arizona      | Melissa Kayson   | Melissa Kayson/1264 E. Montecito Dr Globe, Az 85501     | None  | 8/3/21      | Attempted |               |             |               | Rodriguez         |
| 7/28/21       | Order to Show Cause        | J0403CM2020-431  | Globe Regional Justice Court | State of Arizona      | Melissa Kayson   | Melissa Kayson/1264 E. Montecito Dr Globe, Az 85501     | Melissa Kayson/1264 E. Montecito Dr Globe, Az 85501     | 8/3/21      | Attempted |               |             |               | Rodriguez         |
| 8/3/21        | Order of Protection        | J0403PO2021-86   | Globe Regional Justice Court | Protected Information | David Hollifield | David Hollifield/1300 E. Ash St # 17 Globe, Az 85501    | David Hollifield/1300 E. Ash St #118 Globe, Az 85501    | 8/3/21      | Served    |               |             |               | Mancha            |

## Constable Activity Log - Monthly



Constable: Ruben Mancha  
 County: Gila  
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Mileage Total: 1316

| 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 |
|---------------|-------------------------------|------------------|------------------------------|-----------------------|---------------------|---|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 7/26/21       | Order to Show Cause           | J0403CM2020-479  | Globe Regional Justice Court | State of Arizona      | Justin Fountain     | Justin Fountain/8076 E. Remington Rd Globe, Az 85501    | Donna Fountain/8076 E. Remington Rd Globe, Az 85501     | 8/3/21      | Served    |               |             |               | Rodriguez         |
| 7/26/21       | Order to Show Cause           | J0403TR2020-103  | Globe Regional Justice Court | State of Arizona      | Justin Fountain     | Justin Fountain/8076 E. Remington Rd Globe, Az 85501    | Donna Fountain/8076 E. Remington Rd Globe, Az 85501     | 8/3/21      | Served    |               |             |               | Rodriguez         |
| 7/27/21       | Criminal Subpoena             | J0403CM2021-143  | Globe Regional Justice Court | State of Arizona      | Gary Mohr           | Protected Information                                   | None  | 8/3/21      | Attempted |               |             |               | Rodriguez         |
| 7/27/21       | Criminal Subpoena             | J0403CM2021-143  | Globe Regional Justice Court | State of Arizona      | Gary Mohr           | Protected Information                                   | Protected Information                                   | 8/3/21      | Served    |               |             |               | Rodriguez         |
| 7/26/21       | Order to Show Cause           | J0403TR2018-1168 | Globe Regional Justice Court | State of Arizona      | Gilbert Casillas Jr | Gilbert Casillas Jr/170 S. Highland Ave Miami, Az 85539 | None  | 8/3/21      | Attempted |               |             |               | Rodriguez         |
| 7/26/21       | Order to Show Cause           | J0403CM2020-403  | Globe Regional Justice Court | State of Arizona      | Gilbert Casillas Jr | Gilbert Casillas Jr/170 S. Highland Ave Miami, Az 85539 | None  | 8/3/21      | Attempted |               |             |               | Rodriguez         |
| 7/27/21       | Order to Show Cause           | J0403CR2019-442  | Globe Regional Justice Court | J0403CR2019-442       | Michael Crockett    | Michael Crockett/3902 E. Greer St Claypool, Az 85501    | None  | 8/3/21      | Attempted |               |             |               | Rodriguez         |
| 7/27/21       | Order to Show Cause           | J0403CR2019-442  | Globe Regional Justice Court | State of Arizona      | Michael Crockett    | Michael Crockett/3902 E. Greer St Claypool, Az 85501    | Michael Crockett/3902 E. Greer St Claypool, Az 85532    | 8/3/21      | Served    |               |             |               | Rodriguez         |
| 7/26/21       | Order to Show Cause           | J0403CM2020-274  | Globe Regional Justice Court | State of Arizona      | Manuel Pesqueira    | Manuel Pesqueira/5975 S. Morrow Ave Claypool, Az 85532  | Manuel Pesqueira/5975 S. Morrow Ave Claypool, Az 85532  | 8/3/21      | Served    |               |             |               | Rodriguez         |
| 7/28/21       | Order to Show Cause           | J0403TR2020-59   | Globe Regional Justice Court | State of Arizona      | Richard Ayers       | Richard Ayers/4573 S. Azurite Dr Globe, Az 85501        | Richard Ayers/4573 S. Azurite Dr Globe, Az 85501        | 8/3/21      | Served    |               |             |               | Rodriguez         |
| 8/3/21        | Summons; Forcible Detainer    | J0403CV2021-224  | Globe Regional Justice Court | Service First Realty  | Gary Mohr           | Gary Mohr/1244 Jesse Hayes Rd Globe, Az 85501           | Posted & Photographed.                                  | 8/3/21      | Served    |               |             |               | Mancha            |
| 8/3/21        | 5-Day Notice                  | None             | None                         | Service First Realty  | Daylene Anderson    | Daylene Anderson/710 E. Manzanita Dr #1 Globe, Az 85501 | Daylene Anderson/710 E. Manzanita Dr #1 Globe, Az 85501 | 8/3/21      | Served    |               |             |               | Mancha            |
| 8/3/21        | 5-Day Notice                  | None             | None                         | Service First Realty  | Karen Garman        | Karen Garman/5927 S. Old Oak St Globe, Az 85501         | Karen Garmen/5927 S. Old Oak St Globe, Az 85501         | 8/3/21      | Served    |               |             |               | Mancha            |
| 8/4/21        | Divorce Packet                | DO202100142      | Gila County Superior Court   | Jennifer Hollifield   | David Hollifield    | David Hollifield/1300 E. Ash St # 17 Globe, Az 85501    | David Hollifield/1300 E. Ash St #118 Globe, Az 85501    | 8/4/21      | Served    |               |             | 7             | Mancha            |
| 8/4/21        | Notice                        | J0403CT2021-1325 | Globe Regional Justice Court | State of Arizona      | Mercedes Heath      | Mercedes Heath/5451 S. Randall Rd Globe, Az 85501       | None  | 8/4/21      | Attempted |               |             |               | Rodriguez         |
| 7/27/21       | Criminal Subpoena             | J0403CM2021-143  | Globe Regional Justice Court | State of Arizona      | Gary Mohr           | Protected Information                                   | None  | 8/4/21      | Attempted |               |             |               | Rodriguez         |
| 8/4/21        | Injunction Against Harassment | J0403PO2021-87   | Globe Regional Justice Court | Protected Information | Nathan Zaragoza     | Nathan Zaragoza/427 W. Tremont St Globe, Az 85501       | Nathan Zaragoza/427 W. Tremont St Globe, Az 85501       | 8/5/21      | Served    |               |             | 68            | Mancha            |
| 8/4/21        | Notice                        | J0403CT2021-1325 | Globe Regional Justice Court | State of Arizona      | Mercedes Heath      | Mercedes Heath/5451 S. Randall Rd Globe, Az 85501       | Mercedes Heath/5451 S. Randall Rd Globe, Az 85501       | 8/5/21      | Served    |               |             |               | Rodriguez         |
| 7/27/21       | Criminal Subpoena             | J0403CM2021-143  | Globe Regional Justice Court | State of Arizona      | Gary Mohr           | Protected Information                                   | None  | 8/5/21      | Attempted |               |             |               | Rodriguez         |
| 7/27/21       | Criminal Subpoena             | J0403CM2021-143  | Globe Regional Justice Court | State of Arizona      | Gary Mohr           | Protected Information                                   | None  | 8/5/21      | Attempted |               |             |               | Rodriguez         |

## Constable Activity Log - Monthly



Constable: Ruben Mancha  
 County: Gila  
 Precinct: Globe

Deputy: Dan Rodriguez  
 Constable Clerk: Michael Sellars

Total Cases Served/Attempted: 189

Mileage Total: 1316

| 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 |
|---------------|----------------------------|------------------|------------------------------|---------------------------|------------------------------|--|--|-------------|-----------|---------------|-------------|---------------|-------------------|
| 8/6/21        | Summons; Forcible Detainer | J0403CV2021-187  | Globe Regional Justice Court | Herlinda medrano          | Jay Garcia                   | Jay Garcia/5524 S. Apache Ave Globe, Az 85501          | Posted & Photographed.                               | 8/6/21      | Served    |               |             | 52            | Mancha            |
| 8/5/21        | Summons & Complaint        | J0403CV2021-212  | Globe Regional Justice Court | Midland Credit Management | Ylianna Manriquez            | Ylianna Manriquez/585 N. Veasco Ave Hayden, Az 85135   | None   | 8/6/21      | Attempted |               |             |               | Rodriguez         |
| 7/28/21       | Order to Show Cause        | J0403CM2020-492  | Globe Regional Justice Court | State of Arizona          | Temetria Young               | Temetria Young/1105 N. Broad St #23 Globe, Az 85501    | None   | 8/6/21      | Attempted |               |             |               | Rodriguez         |
| 8/6/21        | Child Custody Packet       | GC202100092      | Gila County Superior Court   | State of Arizona          | Bobbie May Jimenez           | Bobbie May Jimenez/205 N. Nellie Ave Miami, Az 85539   | Bobbie May Jimenez/205 N. Nellie Ave Miami, Az 85539 | 8/6/21      | Served    |               |             |               | Mancha            |
| 8/6/21        | Child Custody Packet       | DO202100145      | Gila County Superior Court   | State of Arizona          | Evelyn Martinez              | Evelyn Martinez/5900 N. Main St #35 Globe, Az 85501    | None   | 8/6/21      | Attempted |               |             |               | Rodriguez         |
| 7/26/21       | Order to Show Cause        | J0403TR2019-733  | Globe Regional Justice Court | State of Arizona          | Billy Jack Ronald Owen Moore | Billy JRO Moore/625 W. Hackney Rd Globe, Az 85501      | None   | 8/7/21      | Attempted |               |             | 19            | Rodriguez         |
| 7/26/21       | Order to Show Cause        | J0403CR2006-51   | Globe Regional Justice Court | State of Arizona          | Billy Jack Ronald Owen Moore | Billy JRO Moore/625 W. Hackney Rd Globe, Az 85501      | None   | 8/7/21      | Attempted |               |             |               | Rodriguez         |
| 7/26/21       | Order to Show Cause        | J0403CR2005-1090 | Globe Regional Justice Court | State of Arizona          | Billy Jack Ronald Owen Moore | Billy JRO Moore/625 W. Hackney Rd Globe, Az 85501      | None   | 8/7/21      | Attempted |               |             |               | Rodriguez         |
| 8/7/21        | Child Custody Packet       | DO202100145      | Gila County Superior Court   | State of Arizona          | Evelyn Martinez              | Evelyn Martinez/5900 N. Main St #35 Globe, Az 85501    | None   | 8/7/21      | Attempted |               |             |               | Rodriguez         |
| 8/5/21        | Summons & Complaint        | J0403CV2021-212  | Globe Regional Justice Court | Midland Credit Management | Ylianna Manriquez            | Ylianna Manriquez/585 N. Veasco Ave Hayden, Az 85135   | None   | 8/8/21      | Attempted |               |             |               | Rodriguez         |
| 8/7/21        | Child Custody Packet       | DO202100145      | Gila County Superior Court   | State of Arizona          | Evelyn Martinez              | evelyn Martinez/5900 N. Main St #35 Globe, Az 85501    | Evelyn Martinez/5900 N. Main St #35 Globe, Az 85501  | 8/8/21      | Served    |               |             | 60            | Rodriguez         |
| 8/6/21        | Notice to Appear; Petition | JV2021-062       | Gila County Superior Court   | State of Arizona          | Protected Information        | Protected Information                                  | Protected Information                                | 8/8/21      | Served    |               |             |               | Rodriguez         |
| 8/6/21        | Notice to Appear; Petition | JV2021-062       | Gila County Superior Court   | State of Arizona          | Protected Information        | Protected Information                                  | Protected Information                                | 8/8/21      | Served    |               |             |               | Rodriguez         |
| 8/9/21        | Summons; Forcible Detainer | J0403CV2021-232  | Globe Regional Justice Court | Amber Norton              | Amanda Denton                | Amanda Denton/5981 S. Calle De Loma Claypool, Az 85532 | Posted & Photographed.                               | 8/9/21      | Served    |               |             | 79            | Mancha            |
| 8/5/21        | Summons & Complaint        | J0403CV2021-212  | Globe Regional Justice Court | Midland Credit Management | Ylianna Manriquez            | Ylianna Manriquez/585 N. Veasco Ave Hayden, Az 85135   | None   | 8/9/21      | Attempted |               |             |               | Rodriguez         |
| 8/9/21        | Hearing Order on IAH       | J0403PO2021-87   | Globe Regional Justice Court | Protected Information     | Nathan Zaragoza              | Protected Information                                  | Protected Information                                | 8/9/21      | Served    |               |             |               | Rodriguez         |
| 7/27/21       | Criminal Subpoena          | J0403CM2021-143  | Globe Regional Justice Court | State of Arizona          | Gary Mohr                    | Protected Information                                  | None   | 8/10/21     | Attempted |               |             | 93            | Rodriguez         |
| 8/5/21        | Summons & Complaint        | J0403CV2021-212  | Globe Regional Justice Court | Midland Credit Management | Ylianna Manriquez            | Ylianna Manriquez/585 N. Veasco Ave Hayden, Az 85135   | None   | 8/10/21     | Attempted |               |             |               | Rodriguez         |
|               | Order of Protection        | J0403PO2021-89   | Globe Regional Justice Court | Protected Information     | David Ramirez                | David Ramirez/695 N. Cholla St Globe, Az 85501         | None   | 8/11/21     | Attempted |               |             | 73            | Mancha            |
| 7/28/21       | Order to Show Cause        | J0403CM2020-563  | Globe Regional Justice Court | State of Arizona          | Nathan Bendle                | Nathan Bendle/334 E. North St Globe, Az 85501          | Estrella Bendle/334 E. North St Globe, Az 85501      | 8/11/21     | Served    |               |             |               | Rodriguez         |

## Constable Activity Log - Monthly



Constable: Ruben Mancha  
 County: Gila  
 Precinct: Globe

Deputy: Dan Rodriguez  
 Constable Clerk: Michael Sellars

Total Cases Served/Attempted: 189

Mileage Total: 1316

| 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 |
|---------------|----------------------------|-----------------|------------------------------|---------------------------|-------------------|---|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 8/11/21       | Order of Protection        | J0403PO2021-091 | Globe Regional Justice Court | Protected Information     | Shawna Teague     | Shawna Teague/1619 N. Radanovich Blvd Globe, Az 85501   | Shawna Teague/1619 N. Radanovich Blvd Globe, Az 85501 | 8/11/21     | Served    |               |             |               | Mancha            |
| 7/27/21       | Criminal Subpoena          | J0403CM2021-143 | Globe Regional Justice Court | State of Arizona          | Gary Mohr         | Protected Information                                   | None  | 8/11/21     | Attempted |               |             |               | Rodriguez         |
| 8/12/21       | Hearing Order on OP        | J0403PO2021-91  | Globe Regional Justice Court | Protected Information     | Shawna Teague     | Protected Information                                   | Protected Information                                 | 8/12/21     | Served    |               |             | 53            | Rodriguez         |
| 8/5/21        | Summons & Complaint        | J0403CV2021-212 | Globe Regional Justice Court | Midland Credit Management | Ylianna Manriquez | Ylianna Manriquez/585 N. Veasco Ave Hayden, Az 85135    | None  | 8/12/21     | Attempted |               |             |               | Rodriguez         |
| 8/12/21       | Response                   | DO202100129     | Gila County Superior Court   | Alissa Van Etten          | Zachary Van Etten | Jerry DeRose/102 N. Broad St Ste 2 Globe, Az 85501      | None  | 8/12/21     | Attempted |               |             |               | Mancha            |
| 8/12/21       | Response                   | DO202100129     | Gila County Superior Court   | Alissa Van Etten          | Zachary Van Etten | Jerry DeRose/102 N. Broad St Ste 2 Globe, Az 85501      | None  | 8/12/21     | Attempted |               |             |               | Mancha            |
| 8/12/21       | Response                   | DO202100129     | Gila County Superior Court   | Alissa Van Etten          | Zachary Van Etten | Jerry DeRose/102 N. Broad St Ste 2 Globe, Az 85501      | None  | 8/14/21     | Attempted |               |             | 70            | Mancha            |
| 8/12/21       | Response                   | DO202100129     | Gila County Superior Court   | Alissa Van Etten          | Zachary Van Etten | Jerry DeRose/102 N. Broad St Ste 2 Globe, Az 85501      | None  | 8/15/21     | Attempted |               |             |               | Mancha            |
| 8/12/21       | Response                   | DO202100129     | Gila County Superior Court   | Alissa Van Etten          | Zachary Van Etten | Jerry DeRose/102 N. Broad St Ste 2 Globe, Az 85501      | None  | 8/15/21     | Attempted |               |             |               | Mancha            |
| 8/16/21       | Notice of Zoning Violation | GCG2108-003     | Board of Supervisors         | Gila County               | Maria Rason       | Maria Rason/5922 S. Morrow ave Claypool, Az 85532       | None  | 8/16/21     | Attempted |               |             |               | Rodriguez         |
| 8/16/21       | Notice of Zoning Violation | GCG2108-003     | Board of Supervisors         | Gila County               | Maria Rason       | Maria Rason/5922 S. Morrow ave Claypool, Az 85532       | None  | 8/16/21     | Attempted |               |             |               | Rodriguez         |
| 8/16/21       | Order to Show Cause        | J0403TR2019-690 | Globe Regional Justice Court | State of Arizona          | Howard Taylor     | Howard Taylor/5622 E. Black Warrior Ave Globe, Az 85501 | None  | 8/16/21     | Attempted |               |             | 5             | Rodriguez         |
| 8/16/21       | Summons                    | J0403CM2021-329 | Globe Regional Justice Court | State of Arizona          | Isabel Ontiveros  | Isabel Ontiveros/302 N. Miami Ave Miami, Az 85539       | None  | 8/16/21     | Attempted |               |             |               | Rodriguez         |
| 8/16/21       | summons                    | J0403CM2021-329 | Globe Regional Justice Court | State of Arizona          | Isabel Ontiveros  | Isabel Ontiveros/302 N. Miami Ave Miami, Az 85539       | Isabel Ontiveros/180 E Hunter Dr Globe, Az 85501      | 8/17/21     | Served    |               |             | 42            | Rodriguez         |
| 8/13/21       | Summons                    | J0403CM2021-328 | Globe Regional Justice Court | State of Arizona          | Alexis Sanchez    | Alexis Sanchez/465 W. Hackney Ave Globe, Az 85501       | None  | 8/17/21     | Attempted |               |             |               | Rodriguez         |
| 8/13/21       | Summons                    | J0403CM2021-328 | Globe Regional Justice Court | State of Arizona          | Alexis Sanchez    | Alexis Sanchez/465 W. Hackney Ave Globe, Az 85501       | Alexis Sanchez/715 Smith St Miami, Az 85539           | 8/17/21     | Served    |               |             |               | Rodriguez         |
| 8/17/21       | Summons                    | J0403TR2021-115 | Globe Regional Justice Court | State of Arizona          | Raquel Macias     | Raquel Macias/1101 E. Lyndsay Dr Globe, Az 85501        | None  | 8/17/21     | Attempted |               |             |               | Rodriguez         |
| 8/16/21       | Order to Show Cause        | J0403TR2019-690 | Globe Regional Justice Court | State of Arizona          | Howard Taylor     | Howard Taylor/5622 E. Black Warrior Ave Globe, Az 85501 | None  | 8/17/21     | Attempted |               |             |               | Rodriguez         |
| 8/19/21       | Order to Show Cause        | J0403TR2004-293 | Globe Regional Justice Court | State of Arizona          | Anthony Briones   | Anthony Briones/223 E. Yuma St Globe, Az 85501          | None  | 8/18/21     | Attempted |               |             |               | Rodriguez         |
| 8/19/21       | Order to Show Cause        | J0403CM2020-426 | Globe Regional Justice Court | State of Arizona          | Anthony Briones   | Anthony Briones/223 E. Yuma St Globe, Az 85501          | None  | 8/18/21     | Attempted |               |             |               | Rodriguez         |



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|---------------|----------------------|------------------|-------------------------------|-----------------------|-------------------------|---|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 8/19/21       | Order to Show Cause  | J0403CR2019-129  | Globe Regional Justice Court  | State of Arizona      | Anthony Briones         | Anthony Briones/223 E. Yuma St Globe, Az 85501                | None  | 8/18/21     | Attempted |               |             |               | Rodriguez         |
| 8/18/21       | Summons              | J0403TR2021-115  | Globe Regional Justice Court  | State of Arizona      | Raquel Macias           | Raquel Macias/1101 E. Lyndsay Dr Globe, Az 85501              | None  | 8/18/21     | Attempted |               |             | 75            | Rodriguez         |
| 8/18/21       | Summons              | J0403TR2021-115  | Globe Regional Justice Court  | State of Arizona      | Raquel Macias           | Raquel Macias/1101 E. Lyndsay Dr Globe, Az 85501              | Raquel Macias/1101 E. Lyndsay Dr Globe, Az 85501              | 8/18/21     | Served    |               |             |               | Rodriguez         |
| 8/18/21       | Order to Show Cause  | J0403CM2020-305  | Globe Regional Justice Court  | State of Arizona      | Cheyenne Higginbotham   | Cheyenne Higginbotham/1264 E. Montecito Dr #3 Globe, Az 85501 | Cheyenne Higginbotham/1264 E. Montecito Dr #3 Globe, Az 85501 | 8/18/21     | Served    |               |             |               | Rodriguez         |
| 8/18/21       | Subpoena             | J0403CT2021-1382 | Globe Regional Justice Court  | State of Arizona      | Calvin Wade             | Trooper M. Fink-DPS/4335 Hwy 60 Claypool, Az 85532            | Trooper M. Villa-DPS/4335 Hwy 60 Claypool, Az 85532           | 8/18/21     | Served    |               |             |               | Rodriguez         |
| 8/18/21       | Response             | DO202100134      | Gila County Superior Court    | David Mikeworth       | Jennifer Mikeworth      | David Mikeworth/7903 S. Cherokee Dr Globe, Az 85501           | None  | 8/18/21     | Attempted |               |             |               | Rodriguez         |
| 8/18/21       | Response             | DO202100134      | Gila County Superior Court    | David Mikeworth       | Jennifer Mikeworth      | David Mikeworth/7903 S. Cherokee Dr Globe, Az 85501           | None  | 8/18/21     | Attempted |               |             |               | Rodriguez         |
| 8/17/21       | Hearing Order on IAH | J0403PO2021-65   | Globe Regional Justice Court  | Protected Information | Anthony Vandawalker     | Protected Information   | Protected Information   | 8/18/21     | Attempted |               |             |               | Rodriguez         |
| 8/18/21       | Order of Protection  | J0403PO2021-96   | Globe Regional Justice Court  | Protected Information | Ahriana Tarango         | Ahriana Tarango/636 W. Ord Mountain Rd Globe, Az 85501        | None  | 8/18/21     | Attempted |               |             |               | Rodriguez         |
| 8/18/21       | Order of Protection  | J0403PO2021-95   | Globe Regional Justice Court  | Protected Information | Janaya Tarango          | Janaya Tarango/636 S. Ord Mountain Rd Globe, Az 85501         | None  | 8/18/21     | Attempted |               |             |               | Rodriguez         |
| 8/19/21       | Summons              | J0404CF2021-66   | Payson Regional Justice Court | State of Arizona      | Shawn Ruales            | Shawn Ruales/15236 Ferndale Rd Clermont, Fl 34715             | Shawn Ruales/1100 South St Globe, Az 85501                    | 8/19/21     | Served    |               |             | 3             | Mancha            |
| 8/19/21       | Order to Show Cause  | J0403CR2018-150  | Globe Regional Justice Court  | State of Arizona      | Beatrice Windham        | Beatrice Windham/240 S. Latham Blvd                           | None  | 8/19/21     | Attempted |               |             |               | Rodriguez         |
| 8/19/21       | Order to Show Cause  | J0403CR2018-150  | Globe Regional Justice Court  | State of Arizona      | Beatrice Windham        | Beatrice Windham/240 S. Latham Blvd Miami, Az 85539           | Beatrice Windham/240 S. Latham Blvd Miami, Az 85539           | 8/19/21     | Served    |               |             |               | Rodriguez         |
| 8/19/21       | Subpoena             | J0403CT2021-1221 | Globe Regional Justice Court  | State of Arizona      | Carlos Favela Marmolejo | Trooper C. Kimbrough DPS/4335 Hwy 60 Claypool, Az 85532       | Trooper T. Gamboa-DPS/4335 Hwy 60 Claypool, Az 85532          | 8/19/21     | Served    |               |             |               | Rodriguez         |
| 8/16/21       | Order to Show Cause  | J0403TR2019-690  | Globe Regional Justice Court  | State of Arizona      | Howard Taylor           | Howard Taylor/5622 E. Black Warrior Ave Globe, Az 85501       | Howard Taylor/6114 S. Russell Rd Globe, Az 85501              | 8/19/21     | Served    |               |             |               | Rodriguez         |
| 8/18/21       | Response             | DO202100134      | Gila County Superior Court    | David Mikeworth       | Jennifer Mikeworth      | David Mikeworth/7903 S. Cherokee Dr Globe, Az 85501           | David Mikeworth/691 Sycamore St Globe, Az 85501               | 8/18/21     | Served    |               |             |               | Rodriguez         |
| 8/17/21       | Hearing Order on IAH | J0403PO2021-65   | Globe Regional Justice Court  | Protected Information | Anthony Vandawalker     | Protected Information   | Protected Information   | 8/19/21     | Served    |               |             |               | Rodriguez         |
| 8/19/21       | Order to Show Cause  | J0403CM2021-82   | Globe Regional Justice Court  | State of Arizona      | Derrick McIntosh        | Derrick McIntosh/2182 N. Escudilla Dr #6 Globe, Az 85501      | None  | 8/19/21     | Attempted |               |             |               | Rodriguez         |
| 8/19/21       | Order to Show Cause  | J0403CM2021-82   | Globe Regional Justice Court  | State of Arizona      | Derrick McIntosh        | Derrick McIntosh/2182 N. Escudilla Dr #6 Globe, Az 85501      | None  | 8/19/21     | Attempted |               |             |               | Rodriguez         |
| 8/18/21       | Order of Protection  | J0403PO2021-96   | Globe Regional Justice Court  | Protected Information | Ahriana Tarango         | Ahriana Tarango/636 W. Ord Mountain Rd Globe, Az 85501        | None  | 8/19/21     | Attempted |               |             |               | Rodriguez         |

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|---------------|-------------------------------|------------------|------------------------------|-----------------------|--------------------|--|--|-------------|-----------|---------------|-------------|---------------|-------------------|
| 8/18/21       | Order of Protection           | J0403PO2021-95   | Globe Regional Justice Court | Protected Information | Janaya Tarango     | Janaya Tarango/636 S. Ord Mountain Rd Globe, Az 85501    | None   | 8/19/21     | Attempted |               |             |               | Rodriguez         |
| 8/18/21       | Order of Protection           | J0403PO2021-96   | Globe Regional Justice Court | Protected Information | Ahriana Tarango    | Ahriana Tarango/636 W. Ord Mountain Rd Globe, Az 85501   | Ahriana Tarango/636 W. Ord Mountain Rd Globe, Az 85501 | 8/19/21     | Served    |               |             |               | Rodriguez         |
| 8/18/21       | Order of Protection           | J0403PO2021-95   | Globe Regional Justice Court | Protected Information | Janaya Tarango     | Janaya Tarango/636 S. Ord Mountain Rd Globe, Az 85501    | Janaya Tarango/636 S. Ord Mountain Rd Globe, Az 85501  | 8/19/21     | Served    |               |             |               | Rodriguez         |
| 8/18/21       | Arrest Warrant                | J0403TR2005-1647 | Globe Regional Justice Court | State of Arizona      | Miguel Castillo Jr | Miguel Castillo Jr/22 Sumter St Cantillo, TX 79835       | Warrant letter mailed                                  | 8/19/21     | Attempted |               |             |               | Sellars           |
| 8/19/21       | Order to Show Cause           | J0403TR2004-293  | Globe Regional Justice Court | State of Arizona      | Anthony Briones    | Anthony Briones/223 E. Yuma St Globe, Az 85501           | None   | 8/20/21     | Attempted |               |             |               | Rodriguez         |
| 8/19/21       | Order to Show Cause           | J0403CM2020-426  | Globe Regional Justice Court | State of Arizona      | Anthony Briones    | Anthony Briones/223 E. Yuma St Globe, Az 85501           | None   | 8/20/21     | Attempted |               |             |               | Rodriguez         |
| 8/19/21       | Order to Show Cause           | J0403CR2019-129  | Globe Regional Justice Court | State of Arizona      | Anthony Briones    | Anthony Briones/223 E. Yuma St Globe, Az 85501           | None   | 8/20/21     | Attempted |               |             |               | Rodriguez         |
| 8/20/21       | Arrest Warrant                | J0403TR2019-614  | Globe Regional Justice Court | State of Arizona      | Cynthia Salo       | Cynthia Salo/177 W. Railroad Ave Miami, Az 85539         | Warrant letter mailed                                  | 8/20/21     | Attempted |               |             | 12            | Sellars           |
| 8/20/21       | Arrest Warrant                | J0403TR2019-1683 | Globe Regional Justice Court | State of Arizona      | Cynthia Salo       | Cynthia Salo/177 W. Railroad Ave Miami, Az 85539         | Warrant letter mailed                                  | 8/20/21     | Attempted |               |             |               | Sellars           |
| 8/19/21       | Order to Show Cause           | J0403CM2021-82   | Globe Regional Justice Court | State of Arizona      | Derrick McIntosh   | Derrick McIntosh/2182 N. Escudilla Dr #6 Globe, Az 85501 | None   | 8/20/21     | Attempted |               |             |               | Rodriguez         |
| 8/11/21       | Order of Protection           | J0403PO2021-89   | Globe Regional Justice Court | Protected Information | David Ramirez      | David Ramirez/695 N. Cholla St Globe, Az 85501           | David Ramirez/Sky View Dr-Ash St Globe, Az 85501       | 8/20/21     | Served    |               |             |               | Mancha            |
| 8/20/21       | Order to Show Cause           | J0403CM2020-583  | Globe Regional Justice Court | State of Arizona      | Tyler Scott        | Tyler Scott/1462 E. Montecito Dr #62 Globe, Az 85501     | Attempted  | 8/20/21     | Attempted |               |             |               | Mancha            |
| 7/27/21       | Criminal Subpoena             | J0403CM2021-143  | Globe Regional Justice Court | State of Arizona      | Gary Mohr          | Protected Information                                    | Protected Information                                  | 8/21/21     | Served    |               |             |               | Rodriguez         |
| 8/23/21       | Letter                        | DO202100129      | Gila County Superior Court   | Alissa Van Etten      | Zachary Van Etten  | Jerry DeRose/102 N. Broad St Ste 2 Globe, Az 85501       | Jerry Derose/102 N. Broad St #2 Globe, Az 85501        | 8/23/21     | Served    |               |             | 49            | Mancha            |
| 8/12/21       | Response                      | DO202100129      | Gila County Superior Court   | Alissa Van Etten      | Zachary Van Etten  | Jerry DeRose/102 N. Broad St Ste 2 Globe, Az 85501       | jerry Derose/102 N. Broad St #2 Globe, Az 85501        | 8/23/21     | Served    |               |             |               | Mancha            |
| 8/23/21       | Injunction Against Harassment | J0403PO2021-99   | Globe Regional Justice Court | Protected Information | Stephanie Gonzales | Stephanie Gonzales/547 W. Banker Ave Globe, Az 85501     | None   | 8/23/21     | Attempted |               |             |               | Mancha            |
| 8/23/21       | Injunction Against Harassment | J0403PO2021-99   | Globe Regional Justice Court | Protected Information | Stephanie Gonzales | Stephanie Gonzales/547 W. Banker Ave Globe, Az 85501     | Stephanie Gonzales/547 W. Banker Ave Globe, Az 85501   | 8/23/21     | Served    |               |             |               | Mancha            |
| 8/23/21       | Injunction Against Harassment | J0403PO2021-100  | Globe Regional Justice Court | Protected Information | Stephanie Gonzales | Stephanie Gonzales/547 W. Banker Ave Globe, Az 85501     | None   | 8/23/21     | Attempted |               |             |               | Mancha            |
| 8/23/21       | Injunction Against Harassment | J0403PO2021-99   | Globe Regional Justice Court | Protected Information | Stephanie Gonzales | Stephanie Gonzales/547 W. Banker Ave Globe, Az 85501     | Stephanie Gonzales/547 W. Banker Ave Globe, Az 85501   | 8/23/21     | Served    |               |             |               | Mancha            |
| 8/23/21       | Hearing Order on OP           | J0403PO2021-96   | Globe Regional Justice Court | Protected Information | Ahriana Tarango    | Protected Information                                    | None   | 8/23/21     | Attempted |               |             |               | Rodriguez         |

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|---------------|----------------------------|------------------|------------------------------|-----------------------|------------------------|--|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 8/23/21       | Hearing Order on op        | J0403PO2021-95   | Globe Regional Justice Court | Protected Information | Janaya Tarango         | Protected Information  | None  | 8/23/21     | Attempted |               |             |               | Rodriguez         |
| 8/23/21       | Hearing Order on op        | J0403PO2021-95   | Globe Regional Justice Court | Protected Information | Janaya Tarango         | Protected Information  | None  | 8/24/21     | Attempted |               |             | 57            | Rodriguez         |
| 8/23/21       | Hearing Order on OP        | J0403PO2021-96   | Globe Regional Justice Court | Protected Information | Ahriana Tarango        | Protected Information  | None  | 8/24/21     | Attempted |               |             |               | Rodriguez         |
| 8/23/21       | Hearing Order on op        | J0403PO2021-95   | Globe Regional Justice Court | Protected Information | Janaya Tarango         | Protected Information  | Protected Information   | 8/24/21     | Served    |               |             |               | Rodriguez         |
| 8/23/21       | Hearing Order on OP        | J0403PO2021-96   | Globe Regional Justice Court | Protected Information | Ahriana Tarango        | Protected Information  | Protected Information   | 8/24/21     | Served    |               |             |               | Rodriguez         |
| 8/24/21       | Five Day Notice            | None             | None                         | Service First Realty  | Felisha Gonzales       | Felisha Gonzales/5902 E. Short Ave Globe, Az 85501                         | Posted & Photographed.  | 8/24/21     | Served    |               |             |               | Rodriguez         |
| 8/24/21       | Five Day Notice            | None             | None                         | Service First Realty  | Daylene Anderson       | Daylene Anderson/710 E. Manzanita Dr #1 Globe, Az 85501                    | Posted & Photographed.  | 8/24/21     | Served    |               |             |               | Rodriguez         |
| 8/24/21       | Five Day Notice            | None             | None                         | Service First Realty  | Nicole & Derek Sanders | Nicole & Derek Sanders/713 W. Railroad Ave Miami, Az 85539                 | Nicole Sanders/713 W. Railroad Ave Miami, Az 85539                        | 8/24/21     | Served    |               |             |               | Rodriguez         |
| 8/24/21       | Subpoena                   | J0403TR2021-090  | Globe Regional Justice Court | State of Arizona      | Michael Formiller      | Paula Russell/1039 E. Saguaro Dr #H52 Globe, Az 85501                      | None  | 8/24/21     | Attempted |               |             |               | Rodriguez         |
| 8/24/21       | Subpoena                   | J0403TR2021-090  | Globe Regional Justice Court | State of Arizona      | Michael Formiller      | Paula Russell/1039 E. Saguaro Dr #H52 Globe, Az 85501                      | Paula Russell/1039 E. Saguaro Dr #H52 Globe, Az 85501                     | 8/25/21     | Served    |               |             | 52            | Rodriguez         |
| 8/24/21       | Summons                    | J0403CM2021-348  | Globe Regional Justice Court | State of Arizona      | Brian Coppin Jr        | Brian Coppin Jr/310 E. North St Globe, Az 85501                            | None  | 8/25/21     | Attempted |               |             |               | Rodriguez         |
| 8/25/21       | Order to Show Cause        | J0403TR2019-660  | Globe Regional Justice Court | State of Arizona      | Daniel Valenzuela      | Daniel Valenzuela/455 W. Surmont St Globe, Az 85501                        | None  | 8/25/21     | Attempted |               |             |               | Rodriguez         |
| 8/25/21       | Arrest Warrant             | J0403CM2020-492  | Globe Regional Justice Court | State of Arizona      | Temetria Young         | Temetria Young/1105 N. Broad St #23 Globe, Az 85501                        | Warrant letter mailed   | 8/25/21     | Attempted |               |             |               | Sellars           |
| 8/25/21       | Arrest Warrant             | J0403TR2012-3231 | Globe Regional Justice Court | State of Arizona      | Brandon Twohey         | Brandon Twohey/P O Box 1137 Claypool, Az 85532                             | Warrant letter mailed   | 8/25/21     | Attempted |               |             |               | Sellars           |
| 8/25/21       | Arrest Warrant             | J0403TR2020-191  | Globe Regional Justice Court | State of Arizona      | Michael Riley          | Michael Riley/P O Box 1740 Claypool, Az 85532                              | Warrant letter mailed   | 8/25/21     | Attempted |               |             |               | Sellars           |
| 8/25/21       | Arrest Warrant             | J0403TR2011-2909 | Globe Regional Justice Court | State of Arizona      | James Lee              | James Lee/8788 B S. Kelner Cyn Rd Globe, Az 85501                          | Warrant letter mailed   | 8/25/21     | Attempted |               |             |               | Sellars           |
| 8/25/21       | Arrest Warrant             | J0403TR2019-630  | Globe Regional Justice Court | State of Arizona      | James Lee              | James Lee/8788 B S. Kelner Cyn Rd Globe, Az 85501                          | Warrant letter mailed   | 8/25/21     | Attempted |               |             |               | Sellars           |
| 8/25/21       | Arrest Warrant             | J0403TR2021-1856 | Globe Regional Justice Court | State of Arizona      | James Lee              | James Lee/8788 B S. Kelner Cyn Rd Globe, Az 85501                          | Warrant letter mailed   | 8/25/21     | Attempted |               |             |               | Sellars           |
| 8/25/21       | Summons; Forcible Detainer | J0403CV2021-246  | Globe Regional Justice Court | Sandra Sandtoe        | Donna Debartolo        | Donna Debartolo/229 S. Ida Dr Globe, Az 85501                              | Donna Debartolo/229 S. Ida Dr Globe, Az 85501                             | 8/25/21     | Served    |               |             |               | Mancha            |
| 8/26/21       | Summons; Forcible Detainer | J0403CV2021-247  | Globe Regional Justice Court | HAV Properties LLC    | Tai Kay Higginbotham   | Tai Kay Higginbotham/1299 S. Upper Pinal Creek Rd Spc 14 B Globe, Az 85501 | ai Kay Higginbotham/1299 S. Upper Pinal Creek Rd Spc 14 B Globe, Az 85501 | 8/26/21     | Served    |               |             | 127           | Mancha            |

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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 |
|---------------|----------------------------|------------------|-------------------------------|-----------------------|----------------------|---|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 8/26/21       | Order of Protection        | J1105PO2021-95   | Copper Corridor Justice Court | Protected Information | Eric Melton          | Eric Melton/419 W. 4th St Winkelman, Az 85192               | Eric Melton/419 W. 4th St Winkelman, Az 85192       | 8/26/21     | Served    |               |             |               | Mancha            |
| 8/24/21       | Summons & Complaint        | J0403CV2021-126  | Globe Regional Justice Court  | Midland Funding LLC   | Jasmine Perez        | Jamsine Perez/350 E. Oak St Globe, Az 85501                 | None  | 8/26/21     | Attempted |               |             |               | Rodriguez         |
| 8/25/21       | Order to Show Cause        | J0403TR2019-660  | Globe Regional Justice Court  | State of Arizona      | Daniel Valenzuela    | Daniel Valenzuela/455 W. Surmont St Globe, Az 85501         | None  | 8/25/21     | Attempted |               |             |               | Rodriguez         |
| 8/26/21       | Summons                    | J0403CM2021-284  | Globe Regional Justice Court  | State of Arizona      | Christopher Reynolds | Christopher Reynolds/850 S. Highland Globe, Az 85501        | None  | 8/27/21     | Attempted |               |             |               | Rodriguez         |
| 8/24/21       | Summons                    | J0403CM2021-348  | Globe Regional Justice Court  | State of Arizona      | Brian Coppin Jr      | Brian Coppin Jr/310 E. North St Globe, Az 85501             | None  | 8/27/21     | Attempted |               |             |               | Rodriguez         |
| 8/27/21       | Order to Show Cause        | J0403CR2014-101  | Globe Regional Justice Court  | State of Arizona      | Cody Lee Arnett      | Cody Lee Arnett/164 E. Hardy St Miami, Az 85539             | None  | 8/27/21     | Attempted |               |             | 81            | Mancha            |
| 8/27/21       | Order to Show Cause        | J0403CR2017-258  | Globe Regional Justice Court  | State of Arizona      | Cody Lee Arnett      | Cody Lee Arnett/164 E. Hardy St Miami, Az 85539             | None  | 8/27/21     | Attempted |               |             |               | Mancha            |
| 8/27/21       | DCPI ORDER                 | JD2021-0023      | Gila County Superior Court    | State of Arizona      | DCPI ORDER           | Community Bridges/5734 E. Hope Ln Globe, Az 85501           | Y. Hernandez-CB/5734 E. Hope Ln Globe, Az 85501     | 8/27/21     | Served    |               |             |               | Rodriguez         |
| 8/27/21       | DCPI ORDER                 | JD2021-0023      | Gila County Superior Court    | State of Arizona      | DCPI ORDER           | Diversified Solutions/1400 E. South St Globe, Az 85501      | M. McMillan-D5/1400 E. South St Globe, Az 85501     | 8/27/21     | Served    |               |             |               | Rodriguez         |
| 8/27/21       | DCPI ORDER                 | JD2021-0023      | Gila County Superior Court    | State of Arizona      | DCPI ORDER           | Horizon Human Services/415 W. Baseline Sput Globe, Az 85501 | C. Padilla-HHS/415 W. Baseline Sput Globe, Az 85501 | 8/27/21     | Served    |               |             |               | Rodriguez         |
| 8/27/21       | Summons; Forcible Detainer | J0403CV2021-249  | Globe Regional Justice Court  | Jim Coates            | Angela Tafoya        | Angela Tafoya/420 W. Sullivan St Miami, Az 85539            | Posted & Photographed.                              | 8/27/21     | Served    |               |             |               | Mancha            |
| 8/27/21       | Summons; Forcible Detainer | J0403CV2021-250  | Globe Regional Justice Court  | Cindy Darling         | Paul Scarberry       | Cindy Darling/1100 Monroe St Globe, Az 85501                | Cindy Darling/1100 Monroe St Globe, Az 85501        | 8/27/21     | Served    |               |             |               | Mancha            |
| 8/27/21       | Summons; Forcible Detainer | J0403CV2021-250  | Globe Regional Justice Court  | Cindy Darling         | Paul Scarberry       | Paul Scarberry/3782 E. Jefferson Miami, Az 85539            | Paul Scarberry/3782 E. Jefferson Miami, Az 85539    | 8/27/21     | Served    |               |             |               | Mancha            |
| 8/26/21       | Order to Show Cause        | J0403TR2014-1923 | Globe Regional Justice Court  | State of Arizona      | Wyatt Ames           | Wyatt Ames/819 E Boston St Globe, Az 85501                  | None  | 8/27/21     | Attempted |               |             |               | Rodriguez         |
| 8/26/21       | Order to Show Cause        | J0403CR2017-85   | Globe Regional Justice Court  | State of Arizona      | Wyatt Ames           | Wyatt Ames/819 E Boston St Globe, Az 85501                  | None  | 8/27/21     | Attempted |               |             |               | Rodriguez         |
| 8/26/21       | Order to Show Cause        | J0403TR2014-1923 | Globe Regional Justice Court  | State of Arizona      | Wyatt Ames           | Wyatt Ames/819 E Boston St Globe, Az 85501                  | None  | 8/27/21     | Attempted |               |             |               | Rodriguez         |
| 8/26/21       | Order to Show Cause        | J0403CR2017-85   | Globe Regional Justice Court  | State of Arizona      | Wyatt Ames           | Wyatt Ames/819 E Boston St Globe, Az 85501                  | None  | 8/27/21     | Attempted |               |             |               | Rodriguez         |
| 8/26/21       | Summons                    | J0403CM2021-284  | Globe Regional Justice Court  | State of Arizona      | Christopher Reynolds | Christopher Reynolds/850 S. Highland Globe, Az 85501        | None  | 8/28/21     | Attempted |               |             |               | Rodriguez         |
| 8/27/21       | Criminal Subpoena          | J0403CM2020-031  | Globe Regional Justice Court  | State of Arizona      | Walter Munyan        | Protected Information                                       | None  | 8/28/21     | Attempted |               |             |               | Rodriguez         |
| 8/27/21       | Criminal Subpoena          | J0403CM2020-031  | Globe Regional Justice Court  | State of Arizona      | Walter Munyan        | Protected Information                                       | None  | 8/28/21     | Attempted |               |             |               | Rodriguez         |

## Constable Activity Log - Monthly



Constable: Ruben Mancha

Deputy: Dan Rodriguez

County: Gila

Constable Clerk: Michael Sellars

Precinct: Globe

Total Cases Served/Attempted: 189

Mileage Total: 1316

| Date Received | Type of Document           | Case No.          | Court                        | Plaintiff             | Defendant            | Address  | Person Served/ Served Via                              | Date Served | Service   | Mileage |     | Daily Mileage | Notes & Served By |
|---------------|----------------------------|-------------------|------------------------------|-----------------------|----------------------|--|--|-------------|-----------|---------|-----|---------------|-------------------|
|               |                            |                   |                              |                       |                      |  |  |             |           | Start   | End |               |                   |
| 8/25/21       | Order to Show Cause        | J0403TR2021-63    | Globe Regional Justice Court | State of Arizona      | Yolanda Martinez     | Yolanda Martinez/657 W. Olive St Miami, Az 85539         | None   | 8/28/21     | Attempted |         |     | 63            | Rodriguez         |
| 8/26/21       | Summons                    | J0403CM2021-284   | Globe Regional Justice Court | State of Arizona      | Christopher Reynolds | Christopher Reynolds/850 S. Highland Globe, Az 85501     | None   | 8/29/21     | Attempted |         |     |               | Rodriguez         |
| 8/26/21       | Summons                    | J0403CM2021-284   | Globe Regional Justice Court | State of Arizona      | Christopher Reynolds | Christopher Reynolds/850 S. Highland Globe, Az 85501     | None   | 8/29/21     | Attempted |         |     |               | Rodriguez         |
| 8/29/21       | Order to Show Cause        | J0403TR2021-63    | Globe Regional Justice Court | State of Arizona      | Yolanda Martinez     | Yolanda Martinez/657 W. Olive St Miami, Az 85539         | Charlott Martinez/657 W. Olive St Miami, Az 85539      | 8/29/21     | Served    |         |     | 63            | Rodriguez         |
| 8/26/21       | Order to Show Cause        | J0403TR2014-1923  | Globe Regional Justice Court | State of Arizona      | Wyatt Ames           | Wyatt Ames/819 E Boston St Globe, Az 85501               | None   | 8/29/21     | Attempted |         |     |               | Rodriguez         |
| 8/26/21       | Order to Show Cause        | J0403CR2017-85    | Globe Regional Justice Court | State of Arizona      | Wyatt Ames           | Wyatt Ames/819 E Boston St Globe, Az 85501               | None   | 8/29/21     | Attempted |         |     |               | Rodriguez         |
| 8/27/21       | Criminal Subpoena          | J0403CM2020-031   | Globe Regional Justice Court | State of Arizona      | Walter Munyan        | Protected Information                                    | None   | 8/29/21     | Attempted |         |     |               | Rodriguez         |
| 8/30/21       | Summons; Forcible Detainer | J04003CV2021-250  | Globe Regional Justice Court | Cindy Darling         | Paul Scarberry       | Cindy Darling/1100 Monroe St Globe, Az 85501             | Cindy Darling/1400 E. Ash St Globe, Az 85501           | 8/29/21     | Served    |         |     |               | Mancha            |
| 8/30/21       | Order of Protection        | J0403PO2021000102 | Globe Regional Justice Court | Protected Information | Christopher Flores   | Christopher Flores/7917 S. Dickison Dr Globe, Az 85501   | Christopher Flores/7917 S. Dickison Dr Globe, Az 85501 | 8/30/21     | Served    |         |     |               | Mancha            |
| 8/27/21       | Criminal Subpoena          | J0403CM2020-031   | Globe Regional Justice Court | State of Arizona      | Walter Munyan        | Protected Information                                    | None   | 8/30/21     | Attempted |         |     |               | Rodriguez         |
| 8/27/21       | Criminal Subpoena          | J0403CM2020-031   | Globe Regional Justice Court | State of Arizona      | Walter Munyan        | Protected Information                                    | None   | 8/30/21     | Attempted |         |     |               | Rodriguez         |
| 8/24/21       | Summons                    | J0403CM2021-348   | Globe Regional Justice Court | State of Arizona      | Brian Coppin Jr      | Brian Coppin Jr/310 E. North St Globe, Az 85501          | None   | 8/30/21     | Attempted |         |     |               | Rodriguez         |
| 8/30/21       | Summons; Forcible Detainer | J0403CV2021-250   | Globe Regional Justice Court | Cindy Darling         | Paul Scarberry       | Paul Scarberry/3782 E. Jefferson Miami, Az 85539         | Paul Scarberry/3782 E. Jefferson Miami, Az 85539       | 8/30/21     | Served    |         |     |               | Mancha            |
| 8/26/21       | Order to Show Cause        | J0403TR2014-1923  | Globe Regional Justice Court | State of Arizona      | Wyatt Ames           | Wyatt Ames/819 E Boston St Globe, Az 85501               | Rebecca Ames/819 E. Boston St Globe, Az 85501          | 8/30/21     | Served    |         |     |               | Rodriguez         |
| 8/26/21       | Order to Show Cause        | J0403CR2017-85    | Globe Regional Justice Court | State of Arizona      | Wyatt Ames           | Wyatt Ames/819 E Boston St Globe, Az 85501               | Rebecca Ames/819 E. Boston St Globe, Az 85501          | 8/30/21     | Served    |         |     |               | Rodriguez         |
| 8/24/21       | Summons & Complaint        | J0403CV2021-126   | Globe Regional Justice Court | Midland Funding LLC   | Jasmine Perez        | Jasmine Perez/350 E. Old Oak St Globe, Az 85501          | Jasmine Perez/350 E. Old Oak St Globe, Az 85501        | 8/30/21     | Served    |         |     |               | Rodriguez         |
| 8/30/21       | Subpoena                   | J0403CU2021-1315  | Globe Regional Justice Court | State of Arizona      | Dailon Vesely        | Trooper Deatherage-DPS/4334 US Hwy 60 Claypool, Az 85532 | Trooper Fane-DPS/4334 US Hwy 60 Claypool, Az 85532     | 8/31/21     | Served    |         |     |               | Rodriguez         |
| 8/27/21       | Criminal Subpoena          | J0403CM2020-031   | Globe Regional Justice Court | State of Arizona      | Walter Munyan        | Deputy S. Armstrong-GCSO/1100 South St Globe, Az 85501   | C. Dale-GCSO/1425 E. South St Globe, Az 85501          | 8/31/21     | Served    |         |     |               | Rodriguez         |
| 8/27/21       | Criminal Subpoena          | J0403CM2020-031   | Globe Regional Justice Court | State of Arizona      | Walter Munyan        | Officer J. Cochran-GPD/175 N. Pine St Globe, Az 85501    | M. McCreary-GPD/175 N. Pine St Globe, Az 85501         | 8/31/21     | Served    |         |     |               | Rodriguez         |
| 8/31/21       | Order of Protection        | J0403PO2021-096   | Globe Regional Justice Court | Protected Information | Ahriana Tarango      | Protected Information                                    | Protected Information                                  | 8/31/21     | Served    |         |     |               | Mancha            |



# GILA COUNTY TREASURER'S RECEIPT GILA COUNTY, ARIZONA

GILA COUNTY, ARIZONA  
RECEIVED  
132628 SEP-15

DATE 9/1/21

CONTRACT # \_\_\_\_\_

GRANT # \_\_\_\_\_

DEPOSIT TO FUND GENERAL FUND FUND # \_\_\_\_\_

REMITTING AGENCY Globe Regional Constable # 321

BILLING PERIOD AUGUST 2021

| Account Code     | Direct Deposit / Check # | Revenue Description | Amount |    |
|------------------|--------------------------|---------------------|--------|----|
| 1005.321.3405.80 | CASH                     |                     | 112    | 00 |
|                  | MO                       |                     | 40     | 00 |
|                  | 1077                     |                     | 328    | 00 |
|                  | 1904                     |                     | 64     | 00 |
|                  | 8383                     |                     | 96     | 00 |
|                  | 8320                     |                     | 128    | 00 |
|                  | 8365                     |                     | 64     | 00 |
|                  | 8337                     |                     | 48     | 00 |
|                  | 8367                     |                     | 40     | 00 |
|                  | 8368                     |                     | 40     | 00 |
|                  | 8365                     |                     | 40     | 00 |

Preparer Signature: Michael Surran Title Clk

Approved Signature: RL Mc Title CONSTABLE

**SUMMARY OF DEPOSIT**

|              |                |
|--------------|----------------|
| Currency     | 112.00         |
| Coins        |                |
| Checks       | 888.00         |
| <b>Total</b> | <b>1000.00</b> |

50.00 = 1x50<sup>00</sup>  
 20.00 = 1x20<sup>-</sup>  
 30.00 = 3x10<sup>-</sup>  
 5.00 = 5x1<sup>-</sup>  
 7.00 = 1x7<sup>-</sup>

TREASURER By Veda N. Coate Date 9/1/2021

ORIGINATING OFFICE

141375

**ARF-6905**

**Consent Agenda Item 4. J.**

**Regular BOS Meeting**

**Meeting Date:** 10/05/2021

**Reporting Period:** Payson Regional Constable's Office Monthly Report for August 2021

**Submitted For:** Tony McDaniel, Payson Regional Constable

**Submitted By:** Kimberly Rust, Constable Clerk

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**Information**

**Subject**

Payson Regional Constable's Office Monthly Report for August 2021

**Suggested Motion**

Acknowledgment of the August 2021 monthly activity report submitted by Payson Regional Constable's Office.

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**Attachments**

August 2021

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**Steven Montgomery**  
Deputy Constable



**Kimberly Rust**  
Clerk of the Constable

**Office of**  
**Payson Regional Constable**  
**Tony McDaniel**

# **AUGUST 2021** **MONTHLY REPORT**

## **TABLE OF CONTENTS**

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

Terry Phillips  
Deputy Constable



Kimberly Rust  
Constable Clerk

Office of  
Payson Regional Constable  
Tony McDaniel

September 7, 2021

Gila County Board of Supervisors  
1400 East Ash St  
Globe AZ 85501

**PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER**

For the month of **August 2021**, the Payson Regional Constable's Office:

Received a total of 176 papers for service with 211 attempts.

Drove a total of 2109 miles.

Collected a total of **\$1568.08** as follows:

|   |                          |
|---|--------------------------|
| Total Deposited:                                      | \$1,568.08               |
| Less Refunds:   | <u>\$8.00</u>            |
| Paid to General Fund:                                 | \$1,560.08               |
| Additional Funds from an IGA from the Town of Payson: | \$875.00                 |
| Grand Total Paid to General Fund:                     | <b><u>\$2,435.08</u></b> |

Respectfully submitted,

Tony McDaniel  
Payson Regional Constable  
Gila County, Payson, Arizona

## Constable Activity Log - Monthly



Constable: Tony McDaniel  
 County: Gila  
 Precinct: Payson

Deputy: Steven Montgomery  
 Constable Clerk: Kimberly Rust

Total Cases Served/Attempted:

**211**

Mileage Total: **2109.0**

| 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 |
|---------------|---|--------------------|-------------------------------|-----------------------|-----------------------|---|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 8/2/21        | Injunction Against Harassment                           | J0404PO2021000109  | Payson Regional Justice Court | Protected Information | John Burridge         | John Burridge / 3933 E HWY 260 #34 Star Valley AZ 85541     | John Burridge / 3933 E HWY 260 #34 Star Valley AZ 85541     | 8/2/21      | Served    |               |             | 71.5          | McDaniel          |
| 8/2/21        | Subpoena  | J0404CT2021001240  | Payson Regional Justice Court | State of Arizona      | Anay Perez            | Trooper O'Bryant / Email                                    | Trooper O'Bryant / Email                                    | 8/2/21      | Served    |               |             |               | McDaniel          |
| 8/2/21        | Order Appointing Attorney                               | 2021CM94           | Payson Regional Justice Court | State of Arizona      | Marissa Fleischaker   | Marissa Fleischaker / 324 E Garrels Dr Star Valley AZ 85541 | Marissa Fleischaker / 324 E Garrels Dr Star Valley AZ 85541 | 8/2/21      | Served    |               |             |               | McDaniel          |
| 8/2/21        | Subpoena  | M0444CT2021012416  | Payson Magistrate Court       | State of Arizona      | Ashley Osorio         | Officer Evans / 303 N Beeline HWY Payson AZ 85541           | PPD Records / 303 N Beeline HWY Payson AZ 85541             | 8/3/21      | Served    |               |             |               | McDaniel          |
| 8/2/21        | Subpoena  | J0404CT2021001240  | Payson Regional Justice Court | State of Arizona      | Anay Perez            | Trooper O'Bryant / Email                                    | Trooper O'Bryant / Email                                    | 8/2/21      | Served    |               |             |               | McDaniel          |
| 8/2/21        | Notice of Hearing on Order of Protection                | J0404PO2021000108  | Payson Regional Justice Court | Protected Information | Protected Information | Protected Information                                       | Protected Information                                       | 8/2/21      | Served    |               |             |               | McDaniel          |
| 8/2/21        | Hearing Notice Prior to Issuance of Order of Protection | J0404PO2021000110  | Payson Regional Justice Court | Protected Information | Protected Information | Protected Information                                       | Protected Information                                       | 8/2/21      | Served    |               |             |               | McDaniel          |
| 8/2/21        | Subpoena  | J0404CT20210210097 | Payson Magistrate Court       | State of Arizona      | Dakota Parsons        | Trooper Hiegel / Email                                      | Emailed Sgt Manjarres & Trooper                             | 8/2/21      | Served    |               |             |               | McDaniel          |
| 8/2/21        | Subpoena  | M0444CT2021012390  | Payson Magistrate Court       | State of Arizona      | Shelley Caddenhead    | Officer Hansen / 303 N Beeline HWY Payson AZ 85541          | PPD Records / 303 N Beeline HWY Payson AZ 85541             | 8/2/21      | Served    |               |             |               | McDaniel          |
| 8/2/21        | Injunction Against Harassment                           | J0404PO2021000111  | Payson Regional Justice Court | Protected Information | David Garcia          | David Garcia / 236 W Standage Dr Payson AZ 85541            | David Garcia / 236 W Standage Dr Payson AZ 85541            | 8/2/21      | Served    |               |             |               | McDaniel          |
| 8/2/21        | Injunction Against Harassment                           | J0404PO2021000112  | Payson Regional Justice Court | Protected Information | Nichelle Ridenour     | Nichelle Ridenour / 502 W Laredo Loop Payson AZ 85541       | None  | 8/2/21      | Attempted |               |             |               | McDaniel          |
| 8/2/21        | Order to Appear   | DO202100126        | Gila County Superior Court    | William Sturgeon      | Mary Sturgeon         | Mary Sturgeon / 222 E Punkin Center Rd Tonto Basin AZ 85553 | None  | 8/3/21      | Attempted |               |             | 140.1         | McDaniel          |
| 8/2/21        | Injunction Against Harassment                           | J0404PO2021000112  | Payson Regional Justice Court | Protected Information | Nichelle Ridenour     | Nichelle Ridenour / 502 W Laredo Loop Payson AZ 85541       | Nichelle Ridenour / 502 W Laredo Loop Payson AZ 85541       | 8/3/21      | Served    |               |             |               | McDaniel          |
| 8/2/21        | Order to Appear   | DO202100126        | Gila County Superior Court    | William Sturgeon      | Mary Sturgeon         | Mary Sturgeon / 247 Sarahs Way Tonto Basin AZ 85553         | Mary Sturgeon / 247 Sarahs Way Tonto Basin AZ 85553         | 8/3/21      | Served    |               |             |               | McDaniel          |
| 7/28/21       | Order to Show Cause                                     | J0404CM2021000123  | Payson Regional Justice Court | State of Arizona      | Loren Eaton           | Loren Eaton / 189 N Desert Rose Dr Tonto Basin AZ 85553     | Loren Eaton / 189 N Desert Rose Dr Tonto Basin AZ 85553     | 8/3/21      | Served    |               |             |               | McDaniel          |
| 8/3/21        | Subpoena  | J0404CT2021001063  | Payson Regional Justice Court | State of Arizona      | Oscar Barahona Soto   | Trooper Zickenfoose / Email                                 | Trooper Zickenfoose / Email                                 | 8/3/21      | Served    |               |             |               | McDaniel          |
| 8/3/21        | Summons & Complaint                                     | S0400CV202100288   | Gila County Superior Court    | Carl Whittle          | Ronald Eberhardt      | Ronald Eberhardt / 502 W Main St Payson AZ 85541            | None  | 8/3/21      | Attempted |               |             |               | McDaniel          |
| 8/3/21        | Summons   | M0444CM2021012222  | Payson Magistrate Court       | State of Arizona      | Lucinda Becenti       | Lucinda Becenti / 1018 N Easy St Payson AZ 85541            | None  | 8/3/21      | Attempted |               |             |               | McDaniel          |
| 8/3/21        | Summons   | M0444CM2021012222  | Payson Magistrate Court       | State of Arizona      | Lucinda Becenti       | Lucinda Becenti / 1018 N Easy St Payson AZ 85541            | Lucinda Becenti / 1018 N Easy St Payson AZ 85541            | 8/3/21      | Served    |               |             |               | McDaniel          |

## Constable Activity Log - Monthly



Constable: Tony McDaniel  
 County: Gila  
 Precinct: Payson

Deputy: Steven Montgomery  
 Constable Clerk: Kimberly Rust

|  |
|--|
|  |
|  |
|  |

Total Cases Served/Attempted: 211

Mileage Total: 2109.0

| 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 |
|---------------|----------------------------|--------------------|-------------------------------|-------------------------|-------------------------------|---|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 8/3/21        | Summons & Complaint        | 2021CV237OV        | Payson Regional Justice Court | US Collections West INC | Michael Harte & J. Doe        | Michael Harte / 700 E Tahoe Vista Cir Payson AZ 85541                   | None  | 8/3/21      | Attempted |               |             |               | McDaniel          |
| 8/3/21        | Summons & Complaint        | 2021CV237OV        | Payson Regional Justice Court | US Collections West INC | Michael Harte & J. Doe        | Michael Harte / 505 E Saguaro Payson AZ 85541                           | None  | 8/3/21      | Attempted |               |             |               | McDaniel          |
| 8/3/21        | Summons & Complaint        | 2021CV237OV        | Payson Regional Justice Court | US Collections West INC | Michael Harte & J. Doe        | Michael Harte / 1101 S Cedarcrest Cir Payson AZ 85541                   | None  | 8/3/21      | Attempted |               |             |               | McDaniel          |
| 8/3/21        | Subpoena                   | 2019CM5362         | Payson Regional Justice Court | State of Arizona        | Beverly Brooks                | Trooper Halenar / 201 N Colcord Payson AZ 85541                         | Emailed Sgt Manjarres & Trooper                           | 8/4/21      | Served    |               |             | 175.1         | McDaniel          |
| 8/3/21        | Subpoena                   | 2019CM5362         | Payson Regional Justice Court | State of Arizona        | Beverly Brooks                | Mary Hayhome / Protected Information                                    | Mary Hayhome / Protected Information                      | 8/4/21      | Served    |               |             |               | McDaniel          |
| 8/3/21        | Subpoena                   | 2019CM5362         | Payson Regional Justice Court | State of Arizona        | Beverly Brooks                | Trooper Montgomery / 108 W Main St Payson AZ 85541                      | Trooper Montgomery / 108 W Main St Payson AZ 85541        | 8/4/21      | Served    |               |             |               | McDaniel          |
| 8/3/21        | Subpoena                   | 2019CM5362         | Payson Regional Justice Court | State of Arizona        | Beverly Brooks                | Trooper Harold / 201 N Colcord Payson AZ 85541                          | Emailed Sgt Manjarres & Trooper                           | 8/4/21      | Served    |               |             |               | McDaniel          |
| 8/4/21        | Order to Appear            | DO201700284        | Gila County Superior Court    | Dominic Deocampo        | Nicole Deocampa               | Dominic Deocampo / 82 N Sidewinder Trl Payson AZ 85541                  | None  | 8/4/21      | Attempted |               |             |               | McDaniel          |
| 8/4/21        | Order to Appear            | DO201700284        | Gila County Superior Court    | Dominic Deocampo        | Nicole Deocampa               | Dominic Deocampo / 82 N Sidewinder Trl Payson AZ 85541                  | Dominic Deocampo / 1507 N Easy St Payson AZ 85541         | 8/4/21      | Served    |               |             |               | McDaniel          |
| 8/4/21        | Subpoena                   | J0404CT20210006 14 | Payson Regional Justice Court | State of Arizona        | Mahad Gillani                 | Trooper Harold / 201 N Colcord Payson AZ 85541                          | Emailed Sgt Manjarres & Trooper                           | 8/4/21      | Served    |               |             |               | McDaniel          |
| 8/3/21        | Abandonment Notice         | None               | None                          | Owens Law Firm          | Ashley Umbower and Casey Hill | Ashley Umbower and Casey Hill / 600 S Ponderosa #A Payson AZ 85541      | Posted on both doors / 600 S Ponderosa #a Payson AZ 85541 | 8/4/21      | Served    |               |             |               | McDaniel          |
| 8/4/21        | Order to Show Cause        | M0444CR2019012 202 | Payson Regional Justice Court | State of Arizona        | John Heath Bebout             | John Heath Bebout / 304 S Bentley St Payson AZ 85541                    | None  | 8/4/21      | Attempted |               |             |               | Montgomery        |
| 8/4/21        | Order to Show Cause        | M0444CR2019012 202 | Payson Regional Justice Court | State of Arizona        | John Heath Bebout             | John Heath Bebout / 304 S Bentley St Payson AZ 85541                    | John Heath Bebout / 108 W Main Street Payson AZ 85541     | 8/4/21      | Served    |               |             |               | Montgomery        |
| 8/4/21        | Notice to Appear; Petition | JV202100059        | Gila County Superior Court    | State of Arizona        | Protected Information         | Kendra Michelle Cobb / Protected Information                            | Kendra Michelle Cobb / 108 W Main Street Payson AZ 85541  | 8/4/21      | Served    |               |             |               | Montgomery        |
| 8/4/21        | Notice to Appear; Petition | JV202100060        | Gila County Superior Court    | State of Arizona        | Protected Information         | Jesse Allen Wallace / Protected Information                             | None  | 8/4/21      | Attempted |               |             |               | Montgomery        |
| 8/4/21        | Notice to Appear; Petition | JV202100060        | Gila County Superior Court    | State of Arizona        | Protected Information         | Jesse Allen Wallace / Protected Information                             | Jesse Allen Wallace / 108 W Main Street AZ 85541          | 8/4/21      | Served    |               |             |               | Montgomery        |
| 8/4/21        | Notice to Appear; Petition | JV202100060        | Gila County Superior Court    | State of Arizona        | Protected Information         | Protected Information   | None  | 8/4/21      | Attempted |               |             |               | Montgomery        |
| 8/4/21        | Criminal Summons           | CR2021207          | Gila County Superior Court    | State of Arizona        | Alice Denise Hall-Florence    | Alace Denise Hall-Florence / 1704 N Doggie Circle Payson AZ 85541       | None  | 8/4/21      | Attempted |               |             |               | Montgomery        |
| 8/4/21        | Criminal Summons           | CR2021207          | Gila County Superior Court    | State of Arizona        | Alice Denise Hall-Florence    | Alace Denise Hall-Florence / 189 N Cornerstone Way Star Valley AZ 85541 | None  | 8/4/21      | Attempted |               |             |               | Montgomery        |

### Constable Activity Log - Monthly



Constable: Tony McDaniel  
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 Precinct: Payson

Deputy: Steven Montgomery  
 Constable Clerk: Kimberly Rust



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Mileage Total: 2109.0

| 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 |
|---------------|-------------------------------|-------------------|-------------------------------|---------------------------------------|----------------------------|---|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 8/4/21        | Criminal Summons              | CR2021207         | Gila County Superior Court    | State of Arizona                      | Alice Denise Hall-Florence | Alace Denise Hall-Florence / 1704 N Doggie Circle Payson AZ 85541 | None  | 8/4/21      | Attempted |               |             |               | Montgomery        |
| 7/28/21       | Divorce Packet                | DO202100221       | Navajo County Superior Court  | Jesus Garcia                          | Kenzi Haroldson            | Kenzi Haroldson / 289 S Old HWY 188 Tonto Basin AZ 85553          | None  | 8/4/21      | Attempted |               |             |               | McDaniel          |
| 7/28/21       | Divorce Packet                | DO202100221       | Navajo County Superior Court  | Jesus Garcia                          | Kenzi Haroldson            | Kenzi Haroldson / 1156 N Cline Blvd Tonto Basin AZ 85553          | None  | 8/4/21      | Attempted |               |             |               | McDaniel          |
| 8/4/21        | Notice to Appear; Petition    | JV202100059       | Gila County Superior Court    | State of Arizona                      | Protected Information      | Protected Information   | None  | 8/5/21      | Attempted |               |             | 160.6         | Montgomery        |
| 8/2/21        | Subpoena Duces Tecum          | DO2015000343      | Gila County Superior Court    | Nick Duell C/O Collins & Collins, LLP | Sierra Helmer              | Lynne Vigil / Protected Information                               | Lynne Vigil / Protected Information                     | 8/5/21      | Served    |               |             |               | Montgomery        |
| 8/5/21        | Child Support Packet          | DO20090145        | Gila County Superior Court    | Heather Pinedo                        | Jose Pinedo                | Heather Pinedo / 906 S Beeline HWY Payson AZ 85541                | Heather Pinedo / 906 S Beeline HWY Payson AZ 85541      | 8/5/21      | Served    |               |             |               | McDaniel          |
| 8/3/21        | Summons & Complaint           | 2021CV237OV       | Payson Regional Justice Court | US Collections West INC               | Michael Harte & J. Doe     | Michael Harte / 108 W Main St Payson AZ 85541                     | Michael Harte / 108 W Main St Payson AZ 85541           | 8/5/21      | Served    |               |             |               | McDaniel          |
| 8/4/21        | Notice to Appear; Petition    | JV202100060       | Gila County Superior Court    | State of Arizona                      | Protected Information      | Protected Information   | Protected Information                                   | 8/5/21      | Served    |               |             |               | McDaniel          |
| 7/28/21       | Divorce Packet                | DO202100221       | Navajo County Superior Court  | Jesus Garcia                          | Kenzi Haroldson            | Kenzi Haroldson / 1156 N Cline Blvd Tonto Basin AZ 85553          | None  | 8/5/21      | Attempted |               |             |               | McDaniel          |
| 7/28/21       | Divorce Packet                | DO202100221       | Navajo County Superior Court  | Jesus Garcia                          | Kenzi Haroldson            | Kenzi Haroldson / 45995 SR 188 Tonto Basin AZ 85553               | None  | 8/5/21      | Attempted |               |             |               | McDaniel          |
| 7/22/21       | Order of Protection           | J0404PO2021000106 | Payson Regional Justice Court | Protected Information                 | Stefan Lee Bernhardt       | Stefan Lee Bernhardt / 204 W Wade Ln Payson AZ 85541              | Stefan Lee Bernhardt / 204 W Wade Ln Payson AZ 85541    | 8/6/21      | Served    |               |             | 69.1          | Montgomery        |
| 8/6/21        | Summons                       | M0444CM2021012211 | Payson Magistrate Court       | State of Arizona                      | Protected Information      | Protected Information   | None  | 8/6/21      | Attempted |               |             |               | Montgomery        |
| 8/6/21        | Summons                       | M0444CM2021012211 | Payson Magistrate Court       | State of Arizona                      | Protected Information      | Protected Information   | None  | 8/6/21      | Attempted |               |             |               | Montgomery        |
| 8/6/21        | Summons                       | M0444CM2021012211 | Payson Magistrate Court       | State of Arizona                      | Kortney Madeline Wilcox    | Kortney Madeline Wilcox / 404 S Old Meadow Ln Payson AZ 85541     | Kortney Madeline Wilcox / 1000 S McLane Payson AZ 85541 | 8/6/21      | Served    |               |             |               | Montgomery        |
| 8/4/21        | Notice to Appear; Petition    | JV202100059       | Gila County Superior Court    | State of Arizona                      | Protected Information      | Protected Information   | None  | 8/6/21      | Attempted |               |             |               | Montgomery        |
| 8/4/21        | Notice to Appear; Petition    | JV202100059       | Gila County Superior Court    | State of Arizona                      | Protected Information      | Protected Information   | None  | 8/9/21      | Attempted |               |             | 11.2          | Montgomery        |
| 8/6/21        | Writ of Restitution           | 2021CV158FD       | Payson Regional Justice Court | Robert Young                          | Marcia Langley             | Marcia Langley / 1206 W Gold Nugget Ln Payson AZ 85541            | Posted / 1206 W Gold Nugget Ln Payson AZ 85541          | 8/9/21      | Served    |               |             |               | Montgomery        |
| 8/10/21       | Injunction Against Harassment | J0404PO2021000115 | Payson Regional Justice Court | Protected Information                 | Richard Howard             | Richard Howard / 108 W Main St (Jail) Payson AZ 85541             | Richard Howard / 108 W Main St (Jail) Payson AZ 85541   | 8/10/21     | Served    |               |             |               | Det Marchesseault |
| 8/10/21       | Subpoena                      | M0444CT2021012482 | Payson Magistrate Court       | State of Arizona                      | Dealynn McNealey           | Officer Barr / 303 N Beeline HWY Payson AZ 85541                  | PPD Records / 303 N Beeline HWY Payson AZ 85541         | 8/11/21     | Served    |               |             | 57.1          | McDaniel          |

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|---------------|----------------------------|-------------------|-------------------------------|-----------------------|-----------------------|--|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 8/10/21       | Order to Show Cause        | M0444CM2021012032 | Payson Magistrate Court       | State of Arizona      | Calvin Wolfswinkel    | Calvin Wolfswinkel / 201 N Moggollon Trl Payson AZ 85541 | None  | 8/11/21     | Attempted |               |             |               | McDaniel          |
| 8/10/21       | Order to Show Cause        | M0444CM2020012411 | Payson Magistrate Court       | State of Arizona      | Nichelle Ridenour     | Nichelle Ridenour / 502 W Laredo Loop Payson AZ 85541    | Nichelle Ridenour / 502 W Laredo Loop Payson AZ 85541   | 8/11/21     | Served    |               |             |               | McDaniel          |
| 8/9/21        | Subpoena                   | M0444CT2021012508 | Payson Magistrate Court       | State of Arizona      | Calarida Begay        | Officer Hansen / 303 N Beeline HWY Payson AZ 85541       | PPD Records / 303 N Beeline HWY Payson AZ 85541         | 8/11/21     | Served    |               |             |               | McDaniel          |
| 8/9/21        | Minute Entry               | 2021CV229FD       | Payson Regional Justice Court | Mount View Apartments | Dallas Monte Jones    | Dallas Monte Jones / 211 S. Ponderosa #8 Payson AZ 85541 | Dallas Monte Jones / 211 S Ponderosa #8 Payson AZ 85541 | 8/11/21     | Attempted |               |             |               | McDaniel          |
| 8/9/21        | Minute Entry               | 2021CV229FD       | Payson Regional Justice Court | Mount View Apartments | Dallas Monte Jones    | Dallas Monte Jones / 211 S. Ponderosa #8 Payson AZ 85541 | Dallas Monte Jones / 211 S Ponderosa #8 Payson AZ 85541 | 8/11/21     | Served    |               |             |               | Montgomery        |
| 8/10/21       | Order to Show Cause        | M0444TR2020012101 | Payson Magistrate Court       | State of Arizona      | Neloy Barua           | Neloy Barua / 303 S Ash St #8 Payson AZ 85541            | None  | 8/11/21     | Attempted |               |             |               | McDaniel          |
| 8/6/21        | Child Custody Packet       | DO202000268       | Gila County Superior Court    | Kyle Plumlee          | Heather Plumlee       | Kyle Jason Plumlee /210 W Corral Dr Payson AZ 85541      | Kyle Jason Plumlee / 104 W Airport Rd Payson AZ 85541   | 8/11/21     | Served    |               |             |               | Montgomery        |
| 8/10/21       | Minute Entry               | P0400GC201800010  | Gila County Superior Court    | Protected Information | None                  | William Ingram III / 815 S Beeline Hwy Payson AZ 85541   | William Ingram III / 815 S Beeline Hwy Payson AZ 85541  | 8/11/21     | Served    |               |             |               | McDaniel          |
| 8/11/21       | Subpoena                   | J0404CT2021001394 | Payson Regional Justice Court | State of Arizona      | Daniel Weaver         | Trooper Killen / Email                                   | Emailed Sgt Manjarres & Trooper                         | 8/11/21     | Served    |               |             |               | McDaniel          |
| 8/11/21       | Order of Protection        | P0400PO202100035  | Gila County Superior Court    | Protected Information | Jonathan Stodghill    | Jonathan Stodghill / 1307 W Stirrup Payson AZ 85541      | Jonathan Stodghill / 1307 W Stirrup Payson AZ 85541     | 8/11/21     | Served    |               |             |               | McDaniel          |
| 8/9/21        | Response to Child Custody  | DO202100120       | Gila County Superior Court    | Kalynn Hall           | Larry Hopson          | Collins & Collins / 616 S Beeline HWY Payson AZ 85541    | Teri Mannino / 616 S Beeline HWY Payson AZ 85541        | 8/11/21     | Served    |               |             |               | McDaniel          |
| 8/11/21       | Summons                    | M0444CM2021012230 | Payson Magistrate Court       | State of Arizona      | Protected Information | Protected Information                                    | None  | 8/11/21     | Attempted |               |             |               | McDaniel          |
| 8/11/21       | Summons                    | M0444CM2021012230 | Payson Magistrate Court       | State of Arizona      | Protected Information | Protected Information                                    | None  | 8/11/21     | Attempted |               |             |               | McDaniel          |
| 8/11/21       | Order to Show Cause        | M0444CR2019012007 | Payson Magistrate Court       | State of Arizona      | Ashely Arellano       | Ashley Arellano / 503 W Frontier ST Payson AZ 85541      | None  | 8/11/21     | Attempted |               |             |               | Montgomery        |
| 8/4/21        | Notice to Appear; Petition | JV202100059       | Gila County Superior Court    | State of Arizona      | Protected Information | Protected Information                                    | None  | 8/11/21     | Attempted |               |             |               | Montgomery        |
| 8/11/21       | Notice to Appear; Petition | JV2021064         | Gila County Superior Court    | State of Arizona      | Protected Information | Protected Information                                    | Protected Information                                   | 8/12/21     | Served    |               |             | 188.0         | McDaniel          |
| 8/11/21       | Notice to Appear; Petition | JV2021064         | Gila County Superior Court    | State of Arizona      | Protected Information | Charles Bell / Protected Information                     | Charles Bell / Protected Information                    | 8/12/21     | Served    |               |             |               | McDaniel          |
| 8/11/21       | Notice to Appear; Petition | JV2021063         | Gila County Superior Court    | State of Arizona      | Protected Information | Jessica Shill / Protected Information                    | Jessica Shill / Protected Information                   | 8/12/21     | Served    |               |             |               | McDaniel          |
| 8/11/21       | Summons                    | M0444CM2021012230 | Payson Magistrate Court       | State of Arizona      | Julita Ulloa          | Julita Ulloa / 111 W Cedar Ln Payson AZ 85541            | Julita Ulloa / 111 W Cedar Ln Payson AZ 85541           | 8/12/21     | Served    |               |             |               | McDaniel          |

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|---------------|---------------------------------------|-------------------|-------------------------------|---------------------|-------------------------|---|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 8/11/21       | Summons                               | J0404TR2021000103 | Payson Regional Justice Court | State of Arizona    | Protected Information   | Protected Information   | None  | 8/12/21     | Attempted |               |             |               | Montgomery        |
| 8/11/21       | Summons                               | J0404TR2021000103 | Payson Regional Justice Court | State of Arizona    | Ashley Marie Griffith   | Ashley Marie Griffith / 3793 N AZ Hwy 87; Pine Trailer Park Unit 11 Pine AZ 85544 | Ashley Marie Griffith / 3972 N AZ Hwy 87 Pine AZ 85544            | 8/12/21     | Served    |               |             |               | Montgomery        |
| 8/12/21       | Subpoena                              | M0444CT2021012508 | Payson Magistrate Court       | State of Arizona    | Clarida Ann Begay       | Sgt M Hansen / 303 N Beeline Hwy Payson AZ 85541                                  | PPD Records / 303 N Beeline HWY Payson AZ 85541                   | 8/12/21     | Served    |               |             |               | Montgomery        |
| 8/12/21       | Divorce Packet                        | DO202100150       | Gila County Superior Court    | Nabid Tellez        | Jorge Fuentes Hernandez | Jorge Fuentes Hernandez / 1002 S Goodellow Rd #12 Payson AZ 85541                 | None  | 8/12/21     | Attempted |               |             |               | Montgomery        |
| 8/12/21       | Divorce Packet                        | DO202100150       | Gila County Superior Court    | Nabid Tellez        | Jorge Fuentes Hernandez | Jorge Fuentes Hernandez / 1002 S Goodellow Rd #12 Payson AZ 85541                 | Jorge Fuentes Hernandez / 1002 S Goodellow Rd #12 Payson AZ 85541 | 8/12/21     | Served    |               |             |               | Montgomery        |
| 8/12/21       | Order of Protection                   | M1342PO2021000787 | Cottonwood Municipal Court    | Michele Alma Fuller | Robert Brian Fuller     | Robert Brian Fuller / 3678 N AZ Highway 87 Pine, AZ 85544                         | None  | 8/12/21     | Attempted |               |             |               | Montgomery        |
| 8/12/21       | Order to Appear                       | DO202100133       | Gila County Superior Court    | Megan Reed          | Anthony Parker          | Anthony Parker / 807 E Frontier St Payson AZ 85541                                | None  | 8/12/21     | Attempted |               |             |               | Montgomery        |
| 8/12/21       | Hearing Notice Change of Plea Hearing | J0404CM2021000043 | Payson Regional Justice Court | State of Arizona    | Edward Mesa             | Edward Mesa / 7232 E Knoll St Mesa AZ 85207                                       | Edward Mesa / Email   | 8/13/21     | Served    |               |             | 114.4         | McDaniel          |
| 8/12/21       | Hearing Notice Change of Plea Hearing | J0404CM2021000036 | Payson Regional Justice Court | State of Arizona    | Edward Mesa             | Edward Mesa / 7232 E Knoll St Mesa AZ 85207                                       | Edward Mesa / Email   | 8/13/21     | Served    |               |             |               | McDaniel          |
| 8/12/21       | Order of Protection                   | M1342PO2021000787 | Cottonwood Municipal Court    | Michele Alma Fuller | Robert Brian Fuller     | Robert Brian Fuller / 3678 N AZ Highway 87 Pine, AZ 85544                         | Robert Brian Fuller / 3678 N AZ Highway 87 Pine AZ 85544          | 8/13/21     | Served    |               |             |               | Montgomery        |
| 8/13/21       | Hearing Notice                        | CM202012298       | Payson Magistrate Court       | State of Arizona    | Ron Hines               | Ron Hines / 203 W Airport Rd Payson AZ 85541                                      | Ron Hines / 203 W Airport Rd Payson AZ 85541                      | 8/13/21     | Served    |               |             |               | McDaniel          |
| 8/13/21       | Letter to Contact Court               | 2021CM12177       | Payson Magistrate Court       | State of Arizona    | Brandon Temple          | Brandon Temple / 1301 N Gila Dr Payson AZ 85541                                   | None  | 8/13/21     | Attempted |               |             |               | McDaniel          |
| 8/13/21       | Letter to Contact Court               | 2021CM12177       | Payson Magistrate Court       | State of Arizona    | Brandon Temple          | Brandon Temple / 1301 N Gila Dr Payson AZ 85541                                   | Brandon Temple / 1301 N Gila Dr Payson AZ 85541                   | 8/13/21     | Served    |               |             |               | McDaniel          |
| 8/13/21       | Letter to Contact Court               | 2021TR14          | Payson Regional Justice Court | State of Arizona    | Jacob Beasley           | Jacob Beasley / 905 S McLane Rd #15 Payson AZ 85541                               | None  | 8/13/21     | Attempted |               |             |               | McDaniel          |
| 8/13/21       | Letter to Contact Court               | 2021TR14          | Payson Regional Justice Court | State of Arizona    | Jacob Beasley           | Jacob Beasley / 16458 N HWY 87 Rye AZ 85541                                       | Jacob Beasley / 16458 N HWY 87 Rye AZ 85541                       | 8/13/21     | Served    |               |             |               | McDaniel          |
| 8/11/21       | Order to Show Cause                   | M0444CR2019012007 | Payson Magistrate Court       | State of Arizona    | Ashely Arellano         | Ashley Arellano / 503 W Frontier ST Payson AZ 85541                               | Ashley Arellano / 503 W Frontier ST Payson AZ 85541               | 8/13/21     | Served    |               |             |               | McDaniel          |
| 8/13/21       | Order to Show Cause                   | J0404TR2020000194 | Payson Regional Justice Court | State of Arizona    | Jami Kaye Schnack       | Jami Kaye Schnack / 801 E Frontier St Unit 48 Payson AZ 85541                     | Jami Kaye Schnack / 801 E Frontier St Unit 48 Payson AZ 85541     | 8/13/21     | Served    |               |             |               | Montgomery        |
| 8/13/21       | Order to Show Cause                   | J0404CM2020000072 | Payson Regional Justice Court | State of Arizona    | Jami Kaye Schnack       | Jami Kaye Schnack / 801 E Frontier St Unit 48 Payson AZ 85541                     | Jami Kaye Schnack / 801 E Frontier St Unit 48 Payson AZ 85541     | 8/13/21     | Served    |               |             |               | Montgomery        |
| 8/13/21       | Letter to Contact Court               | 2021CM12172       | Payson Magistrate Court       | State of Arizona    | Robert Givens           | Robert Givens / 1304 N Beeline HWY #77 Payson AZ 85541                            | None  | 8/13/21     | Attempted |               |             |               | McDaniel          |

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|---------------|---|-------------------|-------------------------------|--|-----------------------|--|--|-------------|-----------|------------------|-------------|---------------|-------------------|----------|
| 8/12/21       | Order to Appear                                     | DO202100133       | Gila County Superior Court    | Megan Reed   | Anthony Parker        | Anthony Parker / 807 E Frontier St Payson AZ 85541               | None   | 8/13/21     | Attempted |                  |             |               | Montgomery        |          |
| 8/16/21       | 5day Notice   | None              | None                          | Bill Andrus  | Kevin Carr            | Kevin Carr / 307 E Pine St Payson AZ 85541                       | Kevin Carr / 307 E Pine St Payson AZ 85541                         | 8/16/21     | Served    |                  |             | 96.9          | McDaniel          |          |
| 8/16/21       | Injunction Against Harassment                       | J0404PO2021000117 | Payson Regional Justice Court | Protected Information  | David Jones           | David Jones / 809 W Green Valley Cir Payson AZ 85541             | None   | 8/16/21     | Attempted |                  |             |               | McDaniel          |          |
| 8/16/21       | Injunction Against Harassment                       | J0404PO2021000117 | Payson Regional Justice Court | Protected Information  | David Jones           | David Jones / 809 W Green Valley Cir Payson AZ 85541             | David Jones / 809 W Green Valley Cir Payson AZ 85541               | 8/16/21     | Served    |                  |             |               | McDaniel          |          |
| 8/12/21       | Order to Appear                                     | DO202100133       | Gila County Superior Court    | Megan Reed   | Anthony Parker        | Anthony Parker / 807 E Frontier St Payson AZ 85541               | None   | 8/16/21     | Attempted |                  |             |               | McDaniel          |          |
| 8/12/21       | Order to Appear                                     | DO202100133       | Gila County Superior Court    | Megan Reed   | Anthony Parker        | Anthony Parker / 807 E Frontier St Payson AZ 85541               | Anthony Parker / 807 E Frontier St Payson AZ 85541                 | 8/16/21     | Served    |                  |             |               | McDaniel          |          |
| 8/16/21       | Order of Protection                                 | P0400PO202100036  | Gila County Superior Court    | Protected Information  | Sheldon Zrna          | Sheldon Zrna / 219 E Phoenix St Payson AZ 85541                  | None   | 8/16/21     | Attempted |                  |             |               | McDaniel          |          |
| 8/16/21       | Order of Protection                                 | P0400PO202100036  | Gila County Superior Court    | Protected Information  | Sheldon Zrna          | Sheldon Zrna / 108 W Main St Payson AZ 85541                     | Sheldon Zrna / 108 W Main St Payson AZ 85541                       | 8/16/21     | Served    |                  |             |               | McDaniel          |          |
| 8/16/21       | Child Custody Packet                                | DO202100153       | Gila County Superior Court    | Sheldon Zrna   | Protected Information | Protected Information  | Protected Information  | 8/16/21     | Served    |                  |             |               | McDaniel          |          |
| 8/17/21       | Order of Protection                                 | J0404PO2021000118 | Payson Regional Justice Court | Protected Information  | Danielle Cobb         | Danielle Cobb / 1304 N Beeline HWY #49 Payson AZ 85541           | Danielle Cobb / 1304 N Beeline HWY #49 Payson AZ 85541             | 8/17/21     | Served    |                  |             | 58.2          | McDaniel          |          |
| 8/17/21       | Civil Standby                                       | J0404PO2021000118 | Payson Regional Justice Court | 40 Minute Civil Standby at a protected address to allow Danielle Cobb to remove her belongings |                       |  |  |             | 8/17/21   | Standby Complete |             |               |                   | McDaniel |
| 8/17/21       | Hearing Order                                       | 2020CM12364       | Payson Magistrate Court       | State of Arizona   | Rusty Brooner         | Rusty Brooner / Transient  | Rusty Brooner / 400 Block of Granite Dells Rd                      | 8/17/21     | Served    |                  |             |               | McDaniel          |          |
| 8/10/21       | Summons   | M0444TR2021012121 | Payson Magistrate Court       | State of Arizona   | Matthew Minard        | Matthew Minard / 303 E Zurich St Payson AZ 85541                 | Matthew Minard / 303 E Zurich St Payson AZ 85541                   | 8/18/21     | Served    |                  |             | 65.0          | McDaniel          |          |
| 8/16/21       | Summons Eviction Action                             | CV2021000266      | Payson Regional Justice Court | Joseph Muller  | Larry Hopson Sr       | Larry Hopson Sr / 408 S Ash St Payson AZ 85541                   | Larry Hopson Sr / 408 S Ash St Payson AZ 85541                     | 8/18/21     | Served    |                  |             |               | Montgomery        |          |
| 8/18/21       | Order to Show Cause                                 | M0444CM2019013055 | Payson Magistrate Court       | State of Arizona   | Kaitlyn Marie Ziemann | Kaitlyn Marie Ziemann / 1415 N Sunset Dr Payson AZ 85541         | None   | 8/18/21     | Attempted |                  |             |               | Montgomery        |          |
| 8/18/21       | Application for Review of Fines and Other Penalties | 2016TC12033       | Payson Regional Justice Court | State of Arizona   | Kaitlyn Marie Ziemann | Kaitlyn Marie Ziemann / 1415 N Sunset Dr Payson AZ 85541         | None   | 8/18/21     | Attempted |                  |             |               | Montgomery        |          |
| 8/19/21       | Summons Eviction Action                             | 2021CV267FD       | Payson Regional Justice Court | Tracy Myers  | Jennifer Godden       | Jennifer Godden / 1002 S Carson City Cir Payson AZ 85541         | Posted & Certified Mailed / 1002 S Carson City Cir Payson AZ 85541 | 8/19/21     | Served    |                  |             | 132.9         | McDaniel          |          |
| 8/19/21       | Notice of Hearing                                   | 2021CM12225       | Payson Magistrate Court       | State of Arizona   | 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   | 8/19/21     | Served    |                  |             |               | Montgomery        |          |
| 8/19/21       | Zoning Violation                                    | None              | None                          | Payson Community Development   | Madeline Olsen        | Madeline Olsen / 103 W Holly Cir Payson AZ 85541                 | Madeline Olsen / 103 W Holly Cir Payson AZ 85541                   | 8/19/21     | Served    |                  |             |               | Montgomery        |          |



## Constable Activity Log - Monthly



Constable: Tony McDaniel  
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 Precinct: Payson

Deputy: Steven Montgomery  
 Constable Clerk: Kimberly Rust

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Mileage Total: 2109.0

| 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 |
|---------------|---|-------------------|-------------------------------|------------------|-----------------------|---|--|-------------|-----------|---------------|-------------|---------------|-------------------|
| 8/19/21       | Order to Show Cause                                 | M0444CR2018012445 | Payson Magistrate Court       | State of Arizona | Joshua Blalock        | Joshua Blalock / 611 N Wilderness Trl Payson AZ 85541       | Joshua Blalock / 611 N Wilderness Trl Payson AZ 85541  | 8/19/21     | Served    |               |             |               | McDaniel          |
| 8/19/21       | Order to Show Cause                                 | M0444CR2019012037 | Payson Magistrate Court       | State of Arizona | Theron Beall          | Theron Beall / 306 E Wade Ln Payson AZ 85541                | Theron Beall / 306 E Wade Ln Payson AZ 85541           | 8/19/21     | Served    |               |             |               | Montgomery        |
| 8/19/21       | Order to Show Cause                                 | M0444CR2018012264 | Payson Magistrate Court       | State of Arizona | James Garlow          | James Garlow / 202 N Beeline HWY Payson AZ 85541            | James Garlow / 202 N Beeline HWY Payson AZ 85541       | 8/19/21     | Served    |               |             |               | Montgomery        |
| 8/19/21       | Order to Show Cause                                 | M0444CR2019012009 | Payson Magistrate Court       | State of Arizona | James Garlow          | James Garlow / 202 N Beeline HWY Payson AZ 85541            | James Garlow / 202 N Beeline HWY Payson AZ 85541       | 8/19/21     | Served    |               |             |               | Montgomery        |
| 8/19/21       | Order to Show Cause                                 | M0444CM2019013065 | Payson Magistrate Court       | State of Arizona | Jacob Hosteen         | Jacob Hosteen / 903 W Summit St Payson AZ 85541             | None   | 8/19/21     | Attempted |               |             |               | Montgomery        |
| 8/19/21       | Order to Show Cause                                 | M0444CR2018012262 | Payson Magistrate Court       | State of Arizona | Bethany Ann Edgar     | Bethany Ann Edgar / Protected Information                   | None   | 8/19/21     | Attempted |               |             |               | Montgomery        |
| 8/19/21       | Order to Show Cause                                 | M0444CM2020012363 | Payson Magistrate Court       | State of Arizona | Tina Lemley           | Tina Lemley / 1107 S McLane Rd #19 Payson AZ 85541          | None   | 8/19/21     | Attempted |               |             |               | Montgomery        |
| 8/19/21       | Application for Review of Fines and Other Penalties | 2017TR1789        | Payson Regional Justice Court | State of Arizona | Katherine Shaffer     | Katherine Shaffer / 468 W Eleanor Dr Payson AZ 85541        | None   | 8/19/21     | Attempted |               |             |               | McDaniel          |
| 8/19/21       | Order to Show Cause                                 | M0444CR2017012231 | Payson Magistrate Court       | State of Arizona | Katherine Shaffer     | Katherine Shaffer / 468 W Eleanor Dr Payson AZ 85541        | None   | 8/19/21     | Attempted |               |             |               | McDaniel          |
| 8/19/21       | Application for Review of Fines and Other Penalties | 2017TR1789        | Payson Regional Justice Court | State of Arizona | Katherine Shaffer     | Katherine Shaffer / 468 W Eleanor Dr Payson AZ 85541        | None   | 8/19/21     | Attempted |               |             |               | McDaniel          |
| 8/19/21       | Order to Show Cause                                 | M0444CR2017012231 | Payson Magistrate Court       | State of Arizona | Katherine Shaffer     | Katherine Shaffer / 468 W Eleanor Dr Payson AZ 85541        | None   | 8/19/21     | Attempted |               |             |               | McDaniel          |
| 8/19/21       | Order to Show Cause                                 | M0444CM2020012363 | Payson Magistrate Court       | State of Arizona | Tina Lemley           | Tina Lemley / 1107 S McLane Rd #19 Payson AZ 85541          | None   | 8/20/21     | Attempted |               |             | 19.0          | Montgomery        |
| 8/20/21       | Criminal Summons                                    | CR2020418         | Gila County Superior Court    | State of Arizona | Brett Darren Cramer   | Trooper Richardson / 201 N Colcord Payson AZ 85541          | Emailed Sgt Thomason and Trooper                       | 8/20/21     | Served    |               |             |               | Montgomery        |
| 8/20/21       | Criminal Summons                                    | CR2020418         | Gila County Superior Court    | State of Arizona | Brett Darren Cramer   | Sgt E. Larson / 1701 N Merzville Rd Forest Lakes, AZ 85931  | Emailed Sgt Larson                                     | 8/20/21     | Served    |               |             |               | Montgomery        |
| 8/20/21       | Criminal Summons                                    | CR2020418         | Gila County Superior Court    | State of Arizona | Brett Darren Cramer   | Trooper Klemme / 1701 N Merzville Rd Forest Lakes, AZ 85931 | Emailed Sgt Larson and Trooper                         | 8/20/21     | Served    |               |             |               | Montgomery        |
| 8/20/21       | Criminal Summons                                    | CR2020418         | Gila County Superior Court    | State of Arizona | Brett Darren Cramer   | Sgt E. Larson / 1701 N Merzville Rd Forest Lakes, AZ 85931  | Emailed Sgt Larson                                     | 8/20/21     | Served    |               |             |               | Montgomery        |
| 8/20/21       | Criminal Summons                                    | CR2020418         | Gila County Superior Court    | State of Arizona | Brett Darren Cramer   | Trooper McCabe / 1701 N Merzville Rd Forest Lakes, AZ 85931 | Emailed Trooper McCabe                                 | 8/20/21     | Served    |               |             |               | Montgomery        |
| 8/19/21       | Notice  | 2021TR80          | Payson Regional Justice Court | State of Arizona | Ashley Marie Arellano | Ashley Marie Arellano / 503 W Frontier Payson AZ 85541      | None   | 8/20/21     | Attempted |               |             |               | Montgomery        |
| 8/19/21       | Notice  | 2021TR80          | Payson Regional Justice Court | State of Arizona | Ashley Marie Arellano | Ashley Marie Arellano / 503 W Frontier Payson AZ 85541      | Ashley Marie Arellano / 503 W Frontier Payson AZ 85541 | 8/20/21     | Served    |               |             |               | Montgomery        |

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|---------------|----------------------------|-------------------|----------------------------|-----------------------|-----------------------|--|--|-------------|-----------|---------------|-------------|---------------|-------------------|
| 8/20/21       | Notice to Appear; Petition | JV2021066         | Gila County Superior Court | State of Arizona      | Protected Information | Protected Information                                | Protected Information                              | 8/20/21     | Served    |               |             |               | Montgomery        |
| 8/20/21       | Notice to Appear; Petition | JV2021066         | Gila County Superior Court | State of Arizona      | Protected Information | Eduvijes Amaya / Protected Information               | Protected Information                              | 8/20/21     | Served    |               |             |               | Montgomery        |
| 8/20/21       | Notice to Appear; Petition | JV2021067         | Gila County Superior Court | State of Arizona      | Protected Information | Protected Information                                | Protected Information                              | 8/20/21     | Served    |               |             |               | Montgomery        |
| 8/20/21       | Notice to Appear; Petition | JV2021067         | Gila County Superior Court | State of Arizona      | Protected Information | Holly Ryan / Protected Information                   | Protected Information                              | 8/20/21     | Served    |               |             |               | Montgomery        |
| 8/20/21       | Notice to Appear; Petition | JV2021069         | Gila County Superior Court | State of Arizona      | Protected Information | Angelique Kaminski / Protected Information           | None   | 8/20/21     | Attempted |               |             |               | Montgomery        |
| 8/20/21       | Notice to Appear; Petition | JV2021068         | Gila County Superior Court | State of Arizona      | Protected Information | Joshua Ellis / Protected Information                 | Joshua Ellis / Protected Information               | 8/20/21     | Served    |               |             |               | Montgomery        |
| 8/20/21       | Notice to Appear; Petition | JV2021069         | Gila County Superior Court | State of Arizona      | Protected Information | Angelique Kaminski / Protected Information           | Angelique Kaminski / Protected Information         | 8/21/21     | Served    |               |             |               | McDaniel          |
| 8/20/21       | Criminal Subpoena          | CR2020458         | Gila County Superior Court | State of Arizona      | Debra Hopson          | Detective Varga / 303 N Beeline HWY Payson AZ 85541  | PPD Records / 303 N Beeline HWY Payson AZ 85541    | 8/23/21     | Served    |               |             | 101.4         | McDaniel          |
| 8/20/21       | Criminal Subpoena          | CR2020458         | Gila County Superior Court | State of Arizona      | Debra Hopson          | Officer Dunston / 303 N Beeline HWY Payson AZ 85541  | PPD Records / 303 N Beeline HWY Payson AZ 85541    | 8/23/21     | Served    |               |             |               | McDaniel          |
| 8/20/21       | Criminal Subpoena          | CR2020458         | Gila County Superior Court | State of Arizona      | Debra Hopson          | Sgt Hansen / 303 N Beeline HWY Payson AZ 85541       | PPD Records / 303 N Beeline HWY Payson AZ 85541    | 8/23/21     | Served    |               |             |               | McDaniel          |
| 8/20/21       | Criminal Subpoena          | CR2020458         | Gila County Superior Court | State of Arizona      | Debra Hopson          | Officer Anderson / 303 N Beeline HWY Payson AZ 85541 | PPD Records / 303 N Beeline HWY Payson AZ 85541    | 8/23/21     | Served    |               |             |               | McDaniel          |
| 8/20/21       | Criminal Subpoena          | CR2020458         | Gila County Superior Court | State of Arizona      | Debra Hopson          | Officer Brennan / 303 N Beeline HWY Payson AZ 85541  | PPD Records / 303 N Beeline HWY Payson AZ 85541    | 8/23/21     | Served    |               |             |               | McDaniel          |
| 8/20/21       | Criminal Subpoena          | CR2020458         | Gila County Superior Court | State of Arizona      | Debra Hopson          | Kristin Klee-Martinez / Protected Information        | Kristin Klee-Martinez / Protected Information      | 8/23/21     | Served    |               |             |               | McDaniel          |
| 8/19/21       | Order to Show Cause        | M0444CM2020012363 | Payson Magistrate Court    | State of Arizona      | Tina Lemley           | Tina Lemley / 1107 S McLane Rd #19 Payson AZ 85541   | Tina Lemley / 1107 S McLane Rd #19 Payson AZ 85541 | 8/23/21     | Served    |               |             |               | Montgomery        |
| 8/20/21       | Notice to Appear; Petition | JV2021068         | Gila County Superior Court | State of Arizona      | Protected Information | Protected Information                                | None   | 8/23/21     | Attempted |               |             |               | McDaniel          |
| 8/23/21       | Order of Protection        | P0400PO202100038  | Gila County Superior Court | Protected Information | Everett Rushlow       | Everett Rushlow / 300 S Colcord Rd Payson AZ 85541   | None   | 8/23/21     | Attempted |               |             |               | McDaniel          |
| 8/20/21       | Notice to Appear; Petition | JV2021068         | Gila County Superior Court | State of Arizona      | Protected Information | Protected Information                                | None   | 8/24/21     | Attempted |               |             | 119.0         | McDaniel          |
| 8/20/21       | Notice to Appear; Petition | JV2021068         | Gila County Superior Court | State of Arizona      | Protected Information | Protected Information                                | None   | 8/24/21     | Attempted |               |             |               | McDaniel          |
| 8/20/21       | Notice to Appear; Petition | JV2021068         | Gila County Superior Court | State of Arizona      | Protected Information | Protected Information                                | Protected Information                              | 8/24/21     | Served    |               |             |               | McDaniel          |

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| 8/24/21       | Injunction Against Harassment | J0404PO2021000121 | Payson Regional Justice Court | Protected Information                  | Douglas Haag                  | Douglas Haag / 807 W Green Valley Cir Payson AZ 85541               | Douglas Haag / 807 W Green Valley Cir Payson AZ 85541 | 8/24/21     | Served    |               |             |               | McDaniel          |
| 8/24/21       | Summons                       | J0404TR2021000128 | Payson Regional Justice Court | State of Arizona                       | Protected Information         | Protected Information   | None  | 8/24/21     | Attempted |               |             |               | McDaniel          |
| 8/24/21       | Thirty Day Notice             | None              | None                          | Richard Stanko                         | Brandy Stanko                 | Brandy Stanko / 412 E Jura Cir Payson AZ 85541                      | None  | 8/24/21     | Attempted |               |             |               | McDaniel          |
| 8/24/21       | Thirty Day Notice             | None              | None                          | Richard Stanko                         | Brandy Stanko                 | Brandy Stanko / 412 E Jura Cir Payson AZ 85541                      | Justin Flores / 412 E Jura Cir Payson AZ 85541        | 8/24/21     | Served    |               |             |               | McDaniel          |
| 8/24/21       | Order to Show Cause           | M0444CR2019012146 | Payson Magistrate Court       | State of Arizona                       | Kevin Dewitt                  | Kevin Dewitt / 700 E McKamey Payson AZ 85541                        | None  | 8/24/21     | Attempted |               |             |               | McDaniel          |
| 8/24/21       | Civil Arrest Warrant          | J0404CV2021000177 | Payson Regional Justice Court | Raymond Pugel                          | Jeff Balda                    | Jeff Balda / 1325 W Paint Pony Cir Payson AZ 85541                  | None  | 8/24/21     | Attempted |               |             |               | McDaniel          |
| 8/24/21       | Noice to Vacate               | None              | None                          | Lisa Canavier                          | Ashley Umbower and Casey Hill | Ahsley Umbower & Casey Hill / 600 S Ponderosa St #A Payson AZ 85541 | None  | 8/24/21     | Attempted |               |             |               | McDaniel          |
| 8/24/21       | Noice to Vacate               | None              | None                          | Lisa Canavier                          | Ashley Umbower and Casey Hill | Ahsley Umbower & Casey Hill / 600 S Ponderosa St #A Payson AZ 85541 | None  | 8/25/21     | Attempted |               |             | 112.9         | McDaniel          |
| 8/24/21       | Order to Show Cause           | M0444CR2019012146 | Payson Magistrate Court       | State of Arizona                       | Kevin Dewitt                  | Kevin Dewitt / 700 E McKamey Payson AZ 85541                        | None  | 8/25/21     | Attempted |               |             |               | McDaniel          |
| 8/24/21       | Order to Show Cause           | M0444CR2019012146 | Payson Magistrate Court       | State of Arizona                       | Kevin Dewitt                  | Kevin Dewitt / 807 W Longhorn Rd Payson AZ 85541                    | Kevin Dewitt / 807 W Longhorn Rd Payson AZ 85541      | 8/25/21     | Served    |               |             |               | McDaniel          |
| 8/23/21       | Order of Protection           | P0400PO202100038  | Gila County Superior Court    | Protected Information                  | Everett Rushlow               | Everette Rushlow / 108 W Main St Payson AZ 85541                    | Everette Rushlow / 108 W Main St Payson AZ 85541      | 8/25/21     | Served    |               |             |               | Det Marchesseault |
| 8/24/21       | Subpoena                      | 2021TR64          | Payson Regional Justice Court | State of Arizona                       | Kendra Cobb                   | Sgt Labonte / 108 W Main St Payso0n AZ 85541                        | GCSO Email & Box / 108 W Main St Payson AZ 85541      | 8/25/21     | Served    |               |             |               | McDaniel          |
| 8/24/21       | Subpoena                      | 2021TR64          | Payson Regional Justice Court | State of Arizona                       | Kendra Cobb                   | Deputy Montijo / 108 W Main St Payso0n AZ 85541                     | GCSO Email & Box / 108 W Main St Payson AZ 85541      | 8/25/21     | Served    |               |             |               | McDaniel          |
| 8/24/21       | Summons                       | J0404TR2021000128 | Payson Regional Justice Court | State of Arizona                       | Mary Tabor                    | Mary Tabor / 3860 E HWY 260 #26 Star Valley AZ 85541                | Mary Tabor / 3860 E HWY 260 #26 Star Valley AZ 85541  | 8/25/21     | Served    |               |             |               | McDaniel          |
| 8/24/21       | Writ of Garnishment Earnigs   | S0400CV202100050  | Gila County Superior Court    | Marine One Acceptance Corp.            | Benjamin Zachary Curtis       | JFC Company Inc / 1107 N Beeline Hwy #B Payson AZ 85541             | Dennis Omoto / 1107 N Beeline Hwy #B Payson AZ 85541  | 8/25/21     | Served    |               |             |               | Montgomery        |
| 8/25/21       | DCPI Order                    | JD20210024        | Gila County Superior Court    | In the Matter of Protected Information | None                          | Community Bridges / Protected Information                           | Wayne Kimball / Protected Information                 | 8/25/21     | Served    |               |             |               | McDaniel          |
| 8/25/21       | DCPI Order                    | JD20210024        | Gila County Superior Court    | In the Matter of Protected Information | None                          | Southwest Behavioral / Protected Information                        | Becky Conway / Protected Information                  | 8/25/21     | Served    |               |             |               | McDaniel          |
| 8/25/21       | DCPI Order                    | JD20210024        | Gila County Superior Court    | In the Matter of Protected Information | None                          | North Country Healthcare / 126 E Main St Payson AZ 85541            | Brooke Moran / 126 E Main ST Payson AZ 85541          | 8/25/21     | Served    |               |             |               | McDaniel          |
| 8/24/21       | Writ of Garnishment Earnigs   | S0400CV202100050  | Gila County Superior Court    | Marine One Acceptance Corp.            | Benjamin Zachary Curtis       | JP Morgan Chase Bank NA / 201 S Beeline Hwy Payson AZ 85541         | Crystal Jackson / 201 S Beeline Hwy Payson AZ 85541   | 8/25/21     | Served    |               |             |               | Montgomery        |

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|---------------|------------------------------|--------------------|---------------------------------|------------------------------|-------------------------|--|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 8/24/21       | Writ of Garnishment Earnings | S0400CV202100050   | Gila County Superior Court      | Marine One Acceptance Corp.  | Benjamin Zachary Curtis | National Bank of AZ / 804 S Beeline Hwy Payson AZ 85541                    | Jenny Scott / 804 S Beeline Hwy Payson AZ 85541           | 8/25/21     | Served    |               |             |               | Montgomery        |
| 8/24/21       | Writ of Garnishment Earnings | S0400CV202100050   | Gila County Superior Court      | Marine One Acceptance Corp.  | Benjamin Zachary Curtis | Wells Fargo / 115 E AZ Hwy 260 / Payson AZ 85541                           | Abigail Reves / 115 E AZ Hwy 260 Payson AZ 85541          | 8/25/21     | Served    |               |             |               | Montgomery        |
| 8/25/21       | Summons & Complaint          | S8015CV202100882   | Mohave County Superior Court    | Brown & Brown Law Offices    | Mercedes Sandoval       | Keith A Sims / 1110 N Bavarian Way Payson AZ 85541                         | Deceased  | 8/25/21     | Attempted |               |             |               | McDaniel          |
| 8/25/21       | Hearing Notice               | 2021TR14           | Payson Regional Justice Court   | State of Arizona             | Jacob Beasley           | Jacob Beasley / 16458 N HWY 87 Rye AZ 85541                                | Jacob Beasley / 16458 N HWY 87 Rye AZ 85541               | 8/25/21     | Served    |               |             |               | Montgomery        |
| 8/26/21       | Subpoena                     | J0404CT2021001310  | Payson Regional Justice Court   | State of Arizona             | Nicole Taylor           | Trooper Dampier / Email  | Emailed Sgt Manjarres & Trooper                           | 8/26/21     | Served    |               |             | 106.9         | McDaniel          |
| 8/26/21       | Notice of Zoning Violation   | CP2107009          | Gila County Planning and Zoning | Gila County Plannig & Zoning | Laura Kristen Miranda   | Laura Kristen Miranda / 4102 N Hwy 87 Pine AZ 85544                        | Laura Kristen Miranda / 4102 N Hwy 87 Pine AZ 85544       | 8/26/21     | Served    |               |             |               | Montgomery        |
| 8/26/21       | Subpoena                     | M0444CT2021012587  | Payson Magistrate Court         | State of Arizona             | Thomas Brown            | Officer Buzzard / 303 N Beeline HWY Payson AZ 85541                        | PPD Records / 303 N Beeline HWY Payson AZ 85541           | 8/26/21     | Served    |               |             |               | McDaniel          |
| 8/26/21       | Subpoena                     | M04444CT2021012535 | Payson Magistrate Court         | State of Arizona             | Thomas Brown            | Officer Buzzard / 303 N Beeline HWY Payson AZ 85541                        | PPD Records / 303 N Beeline HWY Payson AZ 85541           | 8/26/21     | Served    |               |             |               | McDaniel          |
| 8/26/21       | Subpoena                     | M0444CT2021012547  | Payson Magistrate Court         | State of Arizona             | Thomas Brown            | Officer Meredith / 303 N Beeline HWY Payson AZ 85541                       | PPD Records / 303 N Beeline HWY Payson AZ 85541           | 8/26/21     | Served    |               |             |               | McDaniel          |
| 8/25/21       | Order to Show Cause          | M0444CM2020012079  | Payson Magistrate Court         | State of Arizona             | Skylar Ryan Neal Vela   | Skylar Ryan Neal Vela / 504 W Saddle Ln Payson AZ 85541                    | None  | 8/26/21     | Attempted |               |             |               | Montgomery        |
| 8/25/21       | Order to Show Cause          | M0444CM2020012079  | Payson Magistrate Court         | State of Arizona             | Skylar Ryan Neal Vela   | Skylar Ryan Neal Vela / 504 W Saddle Ln Payson AZ 85541                    | Skylar Ryan Neal Vela / 504 W Saddle Ln Payson AZ 85541   | 8/26/21     | Served    |               |             |               | Montgomery        |
| 8/26/21       | Subpoena                     | 202TR91            | Payson Regional Justice Court   | State of Arizona             | Elizabeth Barton        | Trooper Killen / Email   | Emailed Sgt Manjarres & Trooper                           | 8/26/21     | Served    |               |             |               | McDaniel          |
| 8/26/21       | Order to Show Cause          | M0444TR2017012820  | Payson Magistrate Court         | State of Arizona             | Michelle Marie Pearson  | Michelle Marie Pearson / 815 E Lone Pine Cir Payson AZ 85541               | None  | 8/26/21     | Attempted |               |             |               | Montgomery        |
| 8/26/21       | Order to Show Cause          | M0444TR2018012790  | Payson Magistrate Court         | State of Arizona             | Mary Balesteri          | Mary Balesteri / 600 S Oak St #6 Payson AZ 85541                           | None  | 8/26/21     | Attempted |               |             |               | Montgomery        |
| 8/27/21       | Order to Show Cause          | M0444TR2017012203  | Payson Magistrate Court         | State of Arizona             | Joseph Sadler           | Joseph Sadler / 206 W Main St #3 Payson AZ 85541                           | Joseph Sadler / 206 W Main St #3 Payson AZ 85541          | 8/27/21     | Served    |               |             | 71.6          | Montgomery        |
| 8/27/21       | Order to Show Cause          | M0444TR2020012013  | Payson Magistrate Court         | State of Arizona             | Joseph Sadler           | Joseph Sadler / 206 W Main St #3 Payson AZ 85541                           | Joseph Sadler / 206 W Main St #3 Payson AZ 85541          | 8/27/21     | Served    |               |             |               | Montgomery        |
| 8/27/21       | Order to Show Cause          | J0404CM2020000118  | Payson Regional Justice Court   | State of Arizona             | Danielle Lee McKinney   | Danielle Lee McKinney / 3933 E AZ Highway 260 Unit 87 Star Valley AZ 85541 | None  | 8/27/21     | Attempted |               |             |               | Montgomery        |
| 8/26/21       | Order to Show Cause          | M0444TR2017012820  | Payson Magistrate Court         | State of Arizona             | Michelle Marie Pearson  | Michelle Marie Pearson / 815 E Lone Pine Cir Payson AZ 85541               | Michelle Marie Person / 108 W Main Street Payson AZ 85541 | 8/27/21     | Attempted |               |             |               | Montgomery        |
| 8/27/21       | Order to Show Cause          | M0444TR2017012510  | Payson Magistrate Court         | State of Arizona             | Chantel Van Acker       | Chantel Van Acker / 801 E Frontier St #41 Payson AZ 85541                  | None  | 8/27/21     | Attempted |               |             |               | Montgomery        |

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| 8/26/21       | Order to Show Cause                                 | M0444TR2018012790 | Payson Magistrate Court        | State of Arizona      | Mary Balesteri                | Mary Balesteri / 600 S Oak St #6 Payson AZ 85541   | None  | 8/27/21     | Attempted |               |             |               | Montgomery        |
| 8/27/21       | Order to Show Cause                                 | M0444CU2019013001 | Payson Magistrate Court        | State of Arizona      | Trinity Cockrum               | Trinity Cockrum / 210 W Aero Dr Payson AZ 85541  | None  | 8/27/21     | Attempted |               |             |               | Montgomery        |
| 8/27/21       | Order of Protection                                 | J0404PO2021000123 | Payson Regional Justice Court  | Protected Information | Stevie Loges                  | Stevie Loges / ATL Payson Area   | None  | 8/27/21     | Attempted |               |             |               | Montgomery        |
| 8/27/21       | Civil Motion  | CV2021000177      | Payson Regional Justice Court  | Raymond Pugel         | Jeff Balda                    | Jeff Balda / 1325 W Paint Pony Cir Payson AZ 85541   | None  | 8/27/21     | Attempted |               |             |               | Montgomery        |
| 8/27/21       | Summons   | CV2021000177      | Payson Regional Justice Court  | Raymond Pugel         | Jeff Balda                    | Jeff Balda / 1325 W Paint Pony Cir Payson AZ 85541   | None  | 8/27/21     | Attempted |               |             |               | Montgomery        |
| 8/27/21       | Bond Forfeiture Hearing                             | CV2021000177      | Payson Regional Justice Court  | Raymond Pugel         | Jeff Balda                    | Jeff Balda / 1325 W Paint Pony Cir Payson AZ 85541   | None  | 8/27/21     | Attempted |               |             |               | Montgomery        |
| 8/27/21       | Bond Forfeiture Hearing                             | J0404CV2021000177 | Payson Regional Justice Court  | Pine Creek Properties | Jeff Balda                    | Kelly Capuchino / 812 W Munsee Dr Payson AZ 85541  | None  | 8/27/21     | Attempted |               |             |               | Montgomery        |
| 8/27/21       | Order to Show Cause                                 | M0444TR2017012510 | Payson Magistrate Court        | State of Arizona      | Chantel Van Acker             | Chantel Van Acker / 801 E Frontier St #41 Payson AZ 85541                                  | Chantel Van Acker / 801 E Frontier St #41 Payson AZ 85541     | 8/30/21     | Served    |               |             | 124.9         | McDaniel          |
| 8/26/21       | Order to Show Cause                                 | M0444TR2018012790 | Payson Magistrate Court        | State of Arizona      | Mary Balesteri                | Mary Balesteri / 600 S Oak St #6 Payson AZ 85541   | Mary Balesteri / 600 S Oak St #6 Payson AZ 85541              | 8/30/21     | Served    |               |             |               | McDaniel          |
| 8/19/21       | Application for Review of Fines and Other Penalties | 2017TR1789        | Payson Regional Justice Court  | State of Arizona      | Katherine Shaffer             | Katherine Shaffer / 468 W Eleanor Dr Payson AZ 85541                                       | Katherine Shaffer / 468 W Eleanor Dr Payson AZ 85541          | 8/30/21     | Served    |               |             |               | McDaniel          |
| 8/19/21       | Order to Show Cause                                 | M0444CR2017012231 | Payson Magistrate Court        | State of Arizona      | Katherine Shaffer             | Katherine Shaffer / 468 W Eleanor Dr Payson AZ 85541                                       | Katherine Shaffer / 468 W Eleanor Dr Payson AZ 85541          | 8/30/21     | Served    |               |             |               | McDaniel          |
| 8/27/21       | Order to Show Cause                                 | M0444CU2019013001 | Payson Magistrate Court        | State of Arizona      | Trinity Cockrum               | Trinity Cockrum / 801 W Bridle Path Ln Payson AZ 85541                                     | Trinity Cockrum / 801 W Bridle Path Ln Payson AZ 85541        | 8/30/21     | Served    |               |             |               | McDaniel          |
| 8/27/21       | Summons & Complaint                                 | CV202101712RB     | Flagstaff Justice Court        | DNF Associates LLC    | Tricia Morfin                 | Tricia Morfin / 196 N Desert Rose Dr Tonto Basin AZ 85553                                  | Tricia Morfin / 196 N Desert Rose Dr Tonto Basin AZ 85553     | 8/30/21     | Served    |               |             |               | McDaniel          |
| 8/30/21       | Order to Show Cause                                 | M0444CM2021012082 | Payson Magistrate Court        | State of Arizona      | Lillian Rubio                 | Lillian Rubio / 303 S Ash St Payson AZ 85541   | Lillian Rubio / 303 S Ash St Payson AZ 85541                  | 8/30/21     | Served    |               |             |               | McDaniel          |
| 8/27/21       | Order of Protection                                 | J0404PO2021000123 | Payson Regional Justice Court  | Protected Information | Stevie Loges                  | Stevie Loges / ATL Payson Area   | Stevie Loges / 108 W Main St Payson AZ 85541                  | 8/30/21     | Served    |               |             |               | McDaniel          |
| 8/31/21       | Summons & Complaint                                 | CV2021053095      | Maricopa County Superior Court | Pierlo Inc            | Thomas Baker et al defendnats | Thomas Baker / 170 E Greenback Valley Rd Tonto Basin AZ 85553                              | Thomas Baker / 170 E Greenback Valley Rd Tonto Basin AZ 85553 | 8/31/21     | Served    |               |             | 113.2         | McDaniel          |
| 8/31/21       | Summons & Complaint                                 | CV2021053095      | Maricopa County Superior Court | Pierlo Inc            | Thomas Baker et al defendnats | Amy Baker / 170 E Greenback Valley Rd Tonto Basin AZ 85553                                 | Amy Baker / 170 E Greenback Valley Rd Tonto Basin AZ 85553    | 8/31/21     | Served    |               |             |               | McDaniel          |
| 8/31/21       | Summons & Complaint                                 | CV2021053095      | Maricopa County Superior Court | Pierlo Inc            | Thomas Baker et al defendnats | Bakers Travine Power Clean Proven Products/ 170 E Greenback Valley Rd Tonto Basin AZ 85553 | Thomas Baker / 170 E Greenback Valley Rd Tonto Basin AZ 85553 | 8/31/21     | Served    |               |             |               | McDaniel          |
| 8/27/21       | Civil Motion  | CV2021000177      | Payson Regional Justice Court  | Raymond Pugel         | Jeff Balda                    | Jeff Balda / 108 W Main St Payson AZ 85541   | Jeff Balda / 108 W Main St Payson AZ 85541                    | 8/31/21     | Served    |               |             |               | Montgomery        |



**PAYSON REGIONAL CONSTABLE OFFICE  
FEES COLLECTED  
AUGUST 2021**

| DATE       | RECEIVED FROM         | PROCESS NUMBER                                   | AMOUNT     | CHECK / MO / CASH / NCOURT | RECEIPT NUMBER | REFUNDS |
|------------|-----------------------|--|------------|----------------------------|----------------|---------|
| 8/2/2021   | Protected Information | 2108PR002  | \$40.00    | Cash                       | 717106         | \$0.00  |
| 8/3/2021   | Brown & Brown Law     | 2107PR118  | \$40.00    | Check                      | 717107         | \$0.00  |
| 8/3/2021   | AAA Landlord Services | 2107PR013  | \$40.00    | Check                      | 717108         | \$0.00  |
| 7/30/2021  | Chad Martin           | 2107PR141  | \$24.00    | Ncourt                     | 717109         | \$0.00  |
| 7/30/2021  | Chad Martin           | 2107PR140  | \$24.00    | Ncourt                     | 717110         | \$0.00  |
| 8/3/2021   | Popp Law Firm         | 2107PR094  | \$40.00    | Check                      | 717111         | \$0.00  |
| 8/3/2021   | Protected Information | 2108PR003  | \$63.12    | Ncourt                     | 717112         | \$0.00  |
| 8/3/2021   | Jesus Garcia          | 2108PR016  | \$113.44   | Ncourt                     | 717113         | \$0.00  |
| 8/2/2021   | Owens Law Firm        | 2108PR018  | \$40.00    | Check                      | 717114         | \$0.00  |
| 8/2/2021   | Protected Information | 2108PR010  | \$40.00    | Ncourt                     | 717115         | \$0.00  |
| 8/5/2021   | Jeremy Waite          | 2108PR040  | \$56.00    | Ncourt                     | 717116         | \$0.00  |
| 8/6/2021   | Robert Young          | 2108PR042  | \$82.00    | Ncourt                     | 717117         | \$0.00  |
| 8/9/2021   | Crosby & Gladner      | 2107PR039  | \$65.28    | Check                      | 717118         | \$0.00  |
| 8/10/2021  | Protected Information | 2108PR053  | \$24.00    | Ncourt                     | 717119         | \$0.00  |
| 8/10/2021  | Heather Plumlee       | 2108PR043  | \$56.00    | Ncourt                     | 717120         | \$0.00  |
| 8/16/2021  | Bill Andrus           | 2108PR080  | \$40.00    | Ncourt                     | 717121         | \$0.00  |
| 8/16/2021  | Protected Information | 2108PR081  | \$40.00    | Cash                       | 717122         | \$0.00  |
| 8/16/2021  | Sheldon Zrna          | 2108PR083  | \$56.00    | Cash                       | 717123         | \$0.00  |
| 8/18/2021  | Jospeh Muller         | 2108PR086  | \$48.00    | Ncourt                     | 717124         | \$8.00  |
| 8/19/2021  | AAA Landlord Services | 2108PR092  | \$48.00    | Check                      | 717125         | \$0.00  |
| 8/20/2021  | Collins & Collins     | 2108PR071<br>2108PR120<br>2108PR121              | \$212.24   | Check                      | 717126         | \$0.00  |
| 8/24/2021  | Richard Stanko        | 2108PR123  | \$40.00    | Ncourt                     | 717127         | \$0.00  |
| 8/24/2021  | Lisa Canavier         | 2108PR125  | \$40.00    | Check                      | 717128         | \$0.00  |
| 8/24/2021  | DL Investigations     | 2108PR128<br>2108PR130<br>2108PR131<br>2108PR132 | \$256.00   | Check                      | 717129         | \$0.00  |
| 8/24/2021  | VOIDED                | None   | \$0.00     | None                       | 717130         | \$0.00  |
| 8/24/2021  | Protected Information | 2108PR129  | \$40.00    | Cash                       | 717131         | \$0.00  |
|            |                       |  |            |                            |                |         |
|            |                       |  |            |                            |                |         |
|            |                       |  |            |                            |                |         |
| Collected: |                       |  | \$1,568.08 |                            |                |         |
| Refunds:   |                       |  | \$8.00     |                            |                |         |
| Balance:   |                       |  | \$1,560.08 |                            |                |         |





**ARF-6907**

**Consent Agenda Item 4. K.**

**Regular BOS Meeting**

**Meeting Date:** 10/05/2021

**Reporting Period:** August 2021

**Submitted For:** Anita Escobedo, Clerk of the Superior Court

**Submitted By:** Esther Canez, Chief Deputy Clerk of the Superior Court

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**Information**

**Subject**

Clerk of the Superior Court's Office Monthly Report for August 2021.

**Suggested Motion**

Acknowledgment of the August 2021 monthly activity report submitted by the Clerk of the Superior Court's Office.

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**Attachments**

Clerk's Report August 2021

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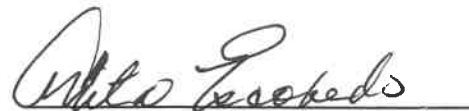
**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF GILA**

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**CLERK'S REPORT  
FOR  
AUGUST 2021**

**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 black ink, appearing to read "Anita Escobedo", written over 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 August 2021.



**ANITA ESCOBEDO**  
Clerk of the Superior Court  
of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 7th day of September 2021.



**ESTHER CANEZ**  
Chief Deputy

# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 9/7/2021 7:23:00 AM

Criteria : From Date : 8/2/2021 To Date :8/31/2021

| Agency Code   | Agency Name                    | GL Account Num | GL Account Name   | Receipt Amount    | Dishonored Amount | Adjusted Amount    | Bond Forfeiture Amount | Net Amount         | 5% Set Aside    |
|---|--------------------------------|----------------|---|-------------------|-------------------|--------------------|------------------------|--------------------|-----------------|
| <b>Agency Name :</b>                                |                                |                |   |                   |                   |                    |                        |                    |                 |
|   |                                | 5555           | HOLD ACCOUNT  | \$2332.55         |                   | (\$3393.62)        |                        | (\$1061.07)        | \$0.00          |
|   |                                | ZOVER          | OVERPAYMENT FUND  | \$14.50           |                   |                    |                        | \$14.50            | \$0.00          |
|   |                                |                | <b>SubTotal:</b>  | <b>\$2347.05</b>  |                   | <b>(\$3393.62)</b> |                        | <b>(\$1046.57)</b> | <b>\$0.00</b>   |
| <b>Agency Name : BOND POSTED - THIS COURT</b>       |                                |                |   |                   |                   |                    |                        |                    |                 |
| ZBND  | BOND POSTED - THIS COURT       | ZBND           | BOND POSTED - THIS COURT                                    | \$63830.42        |                   |                    | (\$8500.00)            | \$55330.42         | \$0.00          |
|   |                                |                | <b>SubTotal:</b>  | <b>\$63830.42</b> |                   |                    | <b>(\$8500.00)</b>     | <b>\$55330.42</b>  | <b>\$0.00</b>   |
| <b>Agency Name : D.A.R.E. PROGRAM</b>               |                                |                |   |                   |                   |                    |                        |                    |                 |
| ZDARE   | D.A.R.E. PROGRAM               | ZDARE          | D.A.R.E. PROGRAM  | \$50.00           |                   |                    |                        | \$50.00            | \$0.00          |
|   |                                |                | <b>SubTotal:</b>  | <b>\$50.00</b>    |                   |                    |                        | <b>\$50.00</b>     | <b>\$0.00</b>   |
| <b>Agency Name : ELECTED OFFICIALS RETIRE. FUND</b> |                                |                |   |                   |                   |                    |                        |                    |                 |
| ZEORF   | ELECTED OFFICIALS RETIRE. FUND | ZEORF          | ELECTED OFFICIALS RETIRE. FUND                              | \$3116.23         |                   | \$20.78            |                        | \$3137.01          | \$156.85        |
|   |                                | ZEORP          | ELECTED OFFICIALS RETIREMENT PLAN (EMPLOYERS CONTRIBUTIONS) | \$1299.39         |                   | \$8.85             |                        | \$1308.24          | \$65.41         |
|   |                                |                | <b>SubTotal:</b>  | <b>\$4415.62</b>  |                   | <b>\$29.63</b>     |                        | <b>\$4445.25</b>   | <b>\$222.26</b> |
| <b>Agency Name : GILA COUNTY TREASURER</b>          |                                |                |   |                   |                   |                    |                        |                    |                 |
| ZCNTY   | GILA COUNTY TREASURER          | ZVCAF          | \$9 VICTIMS RIGHTS PENALTY (37.6%)                          | \$4.41            |                   |                    |                        | \$4.41             | \$0.22          |
|   |                                | ZVRF           | \$9 VICTIMS RIGHTS PENALTY (62.4%)                          | \$7.35            |                   |                    |                        | \$7.35             | \$0.37          |
|   |                                | ZOS2           | 2011 ADDTNL ASSMNT-CNTY TRSR                                | \$5.72            |                   | \$1.00             |                        | \$6.72             | \$0.34          |
|   |                                | ZOS1           | 2011 ADDTNL ASSMNT-STATE TRSR                               | \$45.85           |                   | \$8.00             |                        | \$53.85            | \$2.69          |
|   |                                | ZVAPB          | 30% INTERSTATE COMPACT                                      | \$566.02          |                   |                    |                        | \$566.02           | \$28.30         |

# 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 | ZIAAF          | ADMINISTRATIVE<br>INDIGENT<br>ASSESSMENT             | \$679.20       |                   | \$50.00         |                        | \$729.20   | \$0.00       |
|             |                       | ZADPS          | ADPS FORENSICS<br>FUND (12-116.01K)                  | \$107.55       |                   |                 |                        | \$107.55   | \$5.38       |
|             |                       | ZADR           | ALTER. DISPUTE<br>RESOLUTION FUND                    | \$72.51        |                   | \$0.49          |                        | \$73.00    | \$3.65       |
|             |                       | ZATT           | ATTORNEY FEE<br>REIMBURSEMENT                        | \$593.17       |                   | \$1050.00       |                        | \$1643.17  | \$0.00       |
|             |                       | ZALTF          | AZ LENGTHY TRIAL<br>FUND                             | \$660.00       |                   |                 |                        | \$660.00   | \$33.00      |
|             |                       | ZFEE           | BASE FEES (GENERAL<br>FUND)                          | \$6537.49      |                   | \$43.59         |                        | \$6581.08  | \$329.05     |
|             |                       | ZFINE          | BASE FINES   | \$3243.91      |                   | \$1650.00       |                        | \$4893.91  | \$244.70     |
|             |                       | ZFORF          | BOND FORFEITURES                                     |                |                   |                 | \$8500.00              | \$8500.00  | \$425.00     |
|             |                       | ZCIEF          | CHILDREN ISSUES<br>EDUC FUND                         | \$85.00        |                   |                 |                        | \$85.00    | \$4.25       |
|             |                       | ZCEF           | CLEAN ELECTIONS<br>FUND                              | \$306.27       |                   |                 |                        | \$306.27   | \$0.00       |
|             |                       | ZCAA1          | CONFIDENTIAL<br>ADDRESS<br>ASSESSMENT FUND-<br>STATE | \$78.81        |                   |                 |                        | \$78.81    | \$3.94       |
|             |                       | ZCAA2          | CONFIDENTIAL<br>ADDRESS<br>ASSESSMENT FUND-<br>LOCAL | \$4.15         |                   |                 |                        | \$4.15     | \$0.21       |
|             |                       | ZCIF           | CONFIDENTIAL<br>INTERMEDIARY FUND                    | \$52.97        |                   | \$0.35          |                        | \$53.32    | \$2.67       |
|             |                       | ZCLLF          | COUNTY LAW<br>LIBRARY FUND                           | \$3116.22      |                   | \$20.78         |                        | \$3137.00  | \$156.85     |
|             |                       | ZCJEF          | CRIMINAL JUSTICE<br>ENHANCE FUND                     | \$1472.88      |                   |                 |                        | \$1472.88  | \$73.64      |
|             |                       | ZDNAS          | DNA STATE<br>SURCHARGE                               | \$73.16        |                   |                 |                        | \$73.16    | \$3.66       |
|             |                       | ZDS            | DOCUMENT STOR. &<br>RETRIEVAL FND                    | \$1430.98      |                   | \$4.07          |                        | \$1435.05  | \$71.75      |

# 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 | ZDVCA          | DOM. VIOL.-CHLD ABUSE PREV FND    | \$393.51       |                   | \$2.61          |                        | \$396.12   | \$19.81      |
|             |                       | ZDREF          | DOMESTIC RELATIONS EDUCATION      | \$90.00        |                   |                 |                        | \$90.00    | \$4.50       |
|             |                       | ZDVSF2         | DOMESTIC VIOLENCE SERVICE FUND    | \$1803.37      |                   | \$12.04         |                        | \$1815.41  | \$90.77      |
|             |                       | ZDVSF          | DOMESTIC VIOLENCE SHELTER FUND    | \$83.12        |                   |                 |                        | \$83.12    | \$4.16       |
|             |                       | ZDECJ          | DRUG & GANG ENFORCEMENT FINES     | \$212.44       |                   |                 |                        | \$212.44   | \$10.62      |
|             |                       | ZDGEF          | DRUG & GANG ENFORCEMENT FUND      | \$4.06         |                   |                 |                        | \$4.06     | \$0.20       |
|             |                       | ZFAR4          | ENHANCED FARE DELINQUENCY         | \$162.52       |                   |                 |                        | \$162.52   | \$0.00       |
|             |                       | ZFAR3          | ENHANCED FARE SPECIAL COLLECTIONS | \$199.64       |                   |                 |                        | \$199.64   | \$0.00       |
|             |                       | ZCSVF          | EXPEDITED CHILD SUPPORT AND       | \$333.00       |                   |                 |                        | \$333.00   | \$16.65      |
|             |                       | ZWITN          | EXPERT WITNESS FUND               | \$1140.00      |                   |                 |                        | \$1140.00  | \$0.00       |
|             |                       | ZEXAP          | EXTRA ADULT PROBATION ASMNT       | \$1273.62      |                   |                 |                        | \$1273.62  | \$63.68      |
|             |                       | ZEXJU          | EXTRA JUV PROBATION ASMNT         | \$100.00       |                   |                 |                        | \$100.00   | \$5.00       |
|             |                       | ZFAR2          | FARE DELINQUENCY FEE              | \$251.51       |                   |                 |                        | \$251.51   | \$0.00       |
|             |                       | ZFAR1          | FARE SPEC COLLECTIONS             | \$114.92       |                   |                 |                        | \$114.92   | \$0.00       |
|             |                       | ZFTGS          | FILL-THE-GAP SURCHARGE (7%)       | \$214.37       |                   |                 |                        | \$214.37   | \$10.72      |
|             |                       | ZFIF           | FORENSIC INVESTIGATION FUND       | \$52.16        |                   |                 |                        | \$52.16    | \$2.61       |
|             |                       | ZCC            | GEN JURIS CONCILIATION COURT      | \$62.45        |                   |                 |                        | \$62.45    | \$3.12       |
|             |                       | ZGCAT          | GILA COUNTY ATTORNEY - 60%        | \$4200.10      |                   |                 |                        | \$4200.10  | \$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%  | \$699.99       |                   |                 |                        | \$699.99   | \$0.00       |
|             |                       | ZGCSC          | GILA COUNTY SUPERIOR COURT - 30%      | \$2100.12      |                   |                 |                        | \$2100.12  | \$0.00       |
|             |                       | ZJCLF          | JUDIC. COLLECT. ENHANCE. FUND - LOCAL | \$1530.49      |                   | \$10.22         |                        | \$1540.71  | \$77.04      |
|             |                       | ZJCSF          | JUDIC. COLLECT. ENHANCE. FUND - STATE | \$3888.36      |                   | \$25.99         |                        | \$3914.35  | \$195.72     |
|             |                       | ZJCL           | JUDICIAL COLLECT ENHANCE FUND - LOCAL | \$164.63       |                   |                 |                        | \$164.63   | \$0.00       |
|             |                       | ZJCS           | JUDICIAL COLLECT ENHANCE FUND - STATE | \$309.17       |                   |                 |                        | \$309.17   | \$0.00       |
|             |                       | ZJDO           | JUVENILE DIVERSN FUND OVER \$40       | \$205.00       |                   | \$50.00         |                        | \$255.00   | \$12.75      |
|             |                       | ZJDU           | JUVENILE DIVERSN FUND UNDER \$40      | \$19.99        |                   |                 |                        | \$19.99    | \$1.00       |
|             |                       | ZJS            | JUVENILE PROBATION SERV FEES          | \$1553.17      |                   |                 |                        | \$1553.17  | \$77.66      |
|             |                       | ZMSEF          | MEDICAL SERVICES ENHANCE FUND         | \$423.36       |                   |                 |                        | \$423.36   | \$21.17      |
|             |                       | ZOS3           | OFFCR SAFETY EQUIP-CITY POLICE        | \$8.16         |                   |                 |                        | \$8.16     | \$0.41       |
|             |                       | ZOS4           | OFFCR SAFETY EQUIP-SHERIFF            | \$14.74        |                   | \$4.00          |                        | \$18.74    | \$0.94       |
|             |                       | ZPP            | PASSPORT APPLICATION FEES             | \$1365.00      |                   |                 |                        | \$1365.00  | \$68.25      |
|             |                       | ZPCOF          | PRISON CONSTRUCTION AND               | \$658.21       |                   |                 |                        | \$658.21   | \$32.91      |
|             |                       | ZPBA           | PROBATION FEE ADULT                   | \$11005.46     |                   | \$99.00         |                        | \$11104.46 | \$555.22     |
|             |                       | ZPUBZ          | PUBLIC DEFENDER FEES                  | \$160.00       |                   |                 |                        | \$160.00   | \$0.00       |
|             |                       | ZPSEF          | PUBLIC SAFETY EQUIPMENT FUND          | \$100.00       |                   |                 |                        | \$100.00   | \$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 | ZRCF           | RESOURCE CENTER FUND            | \$260.27           |                   | \$1.73           |                        | \$262.00           | \$13.10          |
|                                  |                       | ZSMEN          | SPOUSAL MAINTENANCE FUND        | \$126.83           |                   |                  |                        | \$126.83           | \$6.34           |
|                                  |                       | ZSTAT          | STATE TREASURER - GENERAL FUND  | \$15.78            |                   |                  |                        | \$15.78            | \$0.79           |
|                                  |                       | ZTECH          | TECHNICAL REGISTRATION FUND     | \$22.87            |                   |                  |                        | \$22.87            | \$1.14           |
|                                  |                       | ZVAF           | VICTIMS ASSISTANCE FUND         | \$1320.77          |                   |                  |                        | \$1320.77          | \$66.04          |
|                                  |                       | ZVREA          | VICTIMS RIGHTS ENFORCEMENT FUND | \$5.50             |                   |                  |                        | \$5.50             | \$0.28           |
|                                  |                       | ZVRIF          | VICTIMS RIGHTS IMPLEMENTATION   | \$82.00            |                   | \$0.00           |                        | \$82.00            | \$4.10           |
|                                  |                       | ZPRS9          | ZPRS9                           | \$126.49           |                   | \$20.00          |                        | \$146.49           | \$7.32           |
|                                  |                       |                | <b>SubTotal:</b>                | <b>\$56000.77</b>  |                   | <b>\$3053.87</b> | <b>\$8500.00</b>       | <b>\$67554.64</b>  | <b>\$2763.69</b> |
| <b>Agency Name : RESTITUTION</b> |                       |                |                                 |                    |                   |                  |                        |                    |                  |
| ZREST                            | RESTITUTION           | ZREST          | RESTITUTION                     | \$11708.87         |                   | \$310.12         |                        | \$12018.99         | \$0.00           |
|                                  |                       |                | <b>SubTotal:</b>                | <b>\$11708.87</b>  |                   | <b>\$310.12</b>  |                        | <b>\$12018.99</b>  | <b>\$0.00</b>    |
|                                  |                       |                | <b>Grand Total:</b>             | <b>\$138352.73</b> |                   | <b>\$0.00</b>    | <b>\$0.00</b>          | <b>\$138352.73</b> | <b>\$2985.95</b> |
|                                  |                       |                | Less Shaded Areas:              |                    |                   |                  |                        |                    |                  |
|                                  |                       |                | Bonds:                          |                    |                   |                  |                        | -\$ 55330.42       |                  |
|                                  |                       |                | Restitution:                    |                    |                   |                  |                        | -\$ 12018.99       |                  |
|                                  |                       |                | Overpayment Fund:               |                    |                   |                  |                        | -\$ 14.50          |                  |
|                                  |                       |                | D.A.R.E. Program:               |                    |                   |                  |                        | -\$ 50.00          |                  |
|                                  |                       |                |                                 |                    |                   |                  |                        | \$ 70938.82        |                  |
|                                  |                       |                | Hold:                           |                    |                   |                  |                        | +\$ 1061.07        |                  |
|                                  |                       |                |                                 |                    |                   |                  |                        | \$ 71999.89        |                  |

**ARF-6928**

**Consent Agenda Item 4. L.**

**Regular BOS Meeting**

**Meeting Date:** 10/05/2021

**Reporting Period:** Recorder's Office Monthly Report for August 2021

**Submitted For:** Sadie Bingham, Recorder

**Submitted By:** Charlotte Williams, Chief Deputy Recorder

**Submitted By:** Charlotte Williams, Chief Deputy Recorder

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**Information**

**Subject**

Recorder's Office Monthly Report for August 2021

**Suggested Motion**

Acknowledgment of the August 2021 monthly activity report submitted by the Recorder's Office.

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**Attachments**

Recorder's August 2021 Monthly Report

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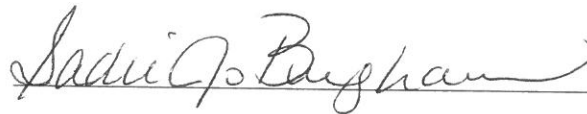


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# Gila County Recorder

REPORT FOR THE MONTH OF AUGUST 2021

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.

A handwritten signature in cursive script that reads "Sadie Jo Bingham". The signature is written in black ink and is positioned above a horizontal line.

Sadie Jo Bingham, Gila County Recorder

# Bank Deposit

From 08/01/2021 To 08/31/2021

## Deposit Totals

| Payment Type         | Actual Total       | Adjusted Total |
|----------------------|--------------------|----------------|
| Cash                 | \$1,847.00         |                |
| Check                | \$8,035.00         |                |
| Credit Card OTC      | \$1,727.19         |                |
| Electronic Transfer  | \$29,685.00        |                |
| Manual Credit Card   | \$0.00             |                |
| <b>Total Deposit</b> | <b>\$41,294.19</b> |                |

## Included Tills

| Bank Deposit | Deposited    | Till                          | Expected   | Actual Adjusted | Bank Account |
|--------------|--------------|-------------------------------|------------|-----------------|--------------|
| 7600         | Aug 2, 2021  | 11_Payson_Mon / 7329          | \$308.00   | \$308.00        | Bank Account |
| 7601         | Aug 2, 2021  | 1_ReceiptStation1_Mon / 7328  | \$1,450.00 | \$1,450.00      | Bank Account |
| 7603         | Aug 3, 2021  | 12_Payson_Tue / 7332          | \$120.00   | \$120.00        | Bank Account |
| 7604         | Aug 3, 2021  | 2_ReceiptStation1_Tue / 7331  | \$1,425.00 | \$1,425.00      | Bank Account |
| 7605         | Aug 4, 2021  | 13_Payson_Wed / 7334          | \$240.00   | \$240.00        | Bank Account |
| 7606         | Aug 4, 2021  | 3_ReceiptStation1_Wed / 7333  | \$1,958.00 | \$1,958.00      | Bank Account |
| 7607         | Aug 5, 2021  | 4_ReceiptStation1_Thu / 7336  | \$3,059.00 | \$3,059.00      | Bank Account |
| 7608         | Aug 5, 2021  | 14_Payson_Thu / 7335          | \$295.00   | \$295.00        | Bank Account |
| 7611         | Aug 6, 2021  | 5_ReceiptStation1_Fri / 7337  | \$3,427.00 | \$3,427.00      | Bank Account |
| 7612         | Aug 6, 2021  | 15_Payson_Fri / 7338          | \$330.00   | \$330.00        | Bank Account |
| 7613         | Aug 9, 2021  | 1_ReceiptStation1_Mon / 7340  | \$1,994.00 | \$1,994.00      | Bank Account |
| 7614         | Aug 9, 2021  | 11_Payson_Mon / 7341          | \$1,201.00 | \$1,201.00      | Bank Account |
| 7615         | Aug 10, 2021 | 12_Payson_Tue / 7342          | \$1,874.00 | \$1,874.00      | Bank Account |
| 7616         | Aug 10, 2021 | 2_ReceiptStation1_Tue / 7343  | \$742.00   | \$742.00        | Bank Account |
| 7617         | Aug 11, 2021 | 3_ReceiptStation1_Wed / 7344  | \$2,546.00 | \$2,546.00      | Bank Account |
| 7618         | Aug 11, 2021 | 13_Payson_Wed / 7345          | \$1,410.00 | \$1,410.00      | Bank Account |
| 7619         | Aug 12, 2021 | 4_ReceiptStation1_Thu / 7346  | \$2,987.00 | \$2,987.00      | Bank Account |
| 7620         | Aug 12, 2021 | 14_Payson_Thu / 7347          | \$110.00   | \$110.00        | Bank Account |
| 7621         | Aug 13, 2021 | 5_ReceiptStation1_Fri / 7348  | \$1,948.00 | \$1,948.00      | Bank Account |
| 7622         | Aug 13, 2021 | 15_Payson_Fri / 7349          | \$1,425.00 | \$1,425.00      | Bank Account |
| 7623         | Aug 16, 2021 | 1_ReceiptStation1_Mon / 7351  | \$1,990.19 | \$1,990.19      | Bank Account |
| 7624         | Aug 16, 2021 | 11_Payson_Mon / 7350          | \$1,620.00 | \$1,620.00      | Bank Account |
| 7625         | Aug 17, 2021 | 2_ReceiptStation1_Tue / 7353  | \$1,908.00 | \$1,908.00      | Bank Account |
| 7626         | Aug 17, 2021 | 12_Payson_Tue / 7352          | \$1,293.00 | \$1,293.00      | Bank Account |
| 7627         | Aug 18, 2021 | 3_ReceiptStation1_Wed / 7354  | \$1,180.00 | \$1,180.00      | Bank Account |
| 7628         | Aug 18, 2021 | 13_Payson_Wed / 7355          | \$1,692.00 | \$1,692.00      | Bank Account |
| 7629         | Aug 19, 2021 | 14_Payson_Thu / 7357          | \$1,140.00 | \$1,140.00      | Bank Account |
| 7630         | Aug 19, 2021 | 4_ReceiptStation1_Thu / 7356  | \$2,267.00 | \$2,267.00      | Bank Account |
| 7631         | Aug 20, 2021 | 10_ReceiptStation2_Fri / 7359 | \$1,638.00 | \$1,638.00      | Bank Account |
| 7632         | Aug 20, 2021 | 15_Payson_Fri / 7358          | \$2,108.00 | \$2,108.00      | Bank Account |
| 7633         | Aug 23, 2021 | 1_ReceiptStation1_Mon / 7360  | \$3,526.00 | \$3,526.00      | Bank Account |
| 7634         | Aug 23, 2021 | 11_Payson_Mon / 7361          | \$120.00   | \$120.00        | Bank Account |
| 7635         | Aug 24, 2021 | 2_ReceiptStation1_Tue / 7363  | \$1,644.00 | \$1,644.00      | Bank Account |
| 7636         | Aug 24, 2021 | 12_Payson_Tue / 7362          | \$1,174.00 | \$1,174.00      | Bank Account |
| 7637         | Aug 25, 2021 | 3_ReceiptStation1_Wed / 7365  | \$1,845.00 | \$1,845.00      | Bank Account |
| 7638         | Aug 25, 2021 | 13_Payson_Wed / 7364          | \$1,238.00 | \$1,238.00      | Bank Account |
| 7639         | Aug 26, 2021 | 4_ReceiptStation1_Thu / 7366  | \$2,258.00 | \$2,258.00      | Bank Account |
| 7640         | Aug 26, 2021 | 14_Payson_Thu / 7367          | \$942.00   | \$942.00        | Bank Account |
| 7641         | Aug 27, 2021 | 15_Payson_Fri / 7368          | \$1,590.00 | \$1,590.00      | Bank Account |
| 7642         | Aug 27, 2021 | 5_ReceiptStation1_Fri / 7369  | \$1,870.00 | \$1,870.00      | Bank Account |
| 7643         | Aug 30, 2021 | 1_ReceiptStation1_Mon / 7371  | \$2,954.00 | \$2,954.00      | Bank Account |

# Bank Deposit

From 08/01/2021 To 08/31/2021

| Check No | Date         | Description                  | Debit      | Credit     | Account      |
|----------|--------------|------------------------------|------------|------------|--------------|
| 7644     | Aug 30, 2021 | 11_Payson_Mon / 7370         | \$1,496.00 | \$1,496.00 | Bank Account |
| 7645     | Aug 31, 2021 | 2_ReceiptStation1_Tue / 7373 | \$2,433.00 | \$2,433.00 | Bank Account |
| 7646     | Aug 31, 2021 | 12_Payson_Tue / 7372         | \$1,236.00 | \$1,236.00 | Bank Account |
| 7663     | Aug 17, 2021 | previousday / 7377           | \$0.00     | \$0.00     | Bank Account |
| 7683     | Aug 31, 2021 | previousday / 7376           | \$2,370.00 | \$2,370.00 | Bank Account |

|                       |                    |                    |
|-----------------------|--------------------|--------------------|
| Total                 | \$72,381.19        | \$72,381.19        |
| Non-Deposit Total     | (\$31,087.00)      | (\$31,087.00)      |
| <b>Deposit Total</b>  | <b>\$41,294.19</b> | <b>\$41,294.19</b> |
| Total Till Over/Short |                    | \$0.00             |

## Journal Activity

| Account                    |   | Debits             | Credits              | Net                  |
|----------------------------|---|--------------------|----------------------|----------------------|
| <b>Asset</b>               |   |                    |                      |                      |
| 1005SuspensePrePayAccounts | 1005 Suspense - Prepay                    | \$1,402.00         | (\$1,000.00)         | \$402.00             |
| Cash                       | Cash/Check                                | \$9,882.00         | \$0.00               | \$9,882.00           |
| creditcard                 | credit card                               | \$1,727.19         | \$0.00               | \$1,727.19           |
| D-1005-120-01-4612-023     | Recording Fee (deferred)                  | \$110.00           | (\$110.00)           | \$0.00               |
| D-7145-120-01-4775-004     | Recorder Storage and Retrieval (deferred) | \$40.00            | (\$40.00)            | \$0.00               |
| ETransfer                  | Electronic Transfers                      | \$29,685.00        | \$0.00               | \$29,685.00          |
|                            | <b>Total</b>                              | <b>\$42,846.19</b> | <b>(\$1,150.00)</b>  | <b>\$41,696.19</b>   |
| <b>Liability</b>           |   |                    |                      |                      |
| 1005SuspenseChargeAccounts | 1005 Suspense - Charge                    | \$150.00           | (\$150.00)           | \$0.00               |
|                            | <b>Total</b>                              | <b>\$150.00</b>    | <b>(\$150.00)</b>    | <b>\$0.00</b>        |
| <b>Expense</b>             |   |                    |                      |                      |
|                            | <b>Total</b>                              | <b>\$0.00</b>      | <b>\$0.00</b>        | <b>\$0.00</b>        |
| <b>Revenue</b>             |   |                    |                      |                      |
| 1005-120-01-4612-001       | Copies                                    | \$0.00             | (\$756.00)           | (\$756.00)           |
| 1005-120-01-4612-002       | Certified Seal                            | \$0.00             | (\$63.00)            | (\$63.00)            |
| 1005-120-01-4612-012       | Overpayment                               | \$0.00             | (\$6.00)             | (\$6.00)             |
| 1005-120-01-4612-018       | Misc Fees (Notification)                  | \$0.00             | (\$16.00)            | (\$16.00)            |
| 1005-120-01-4612-023       | Recording Fee                             | \$0.00             | (\$34,231.00)        | (\$34,231.00)        |
| 1005-120-01-4612-023-1     | General Fund - Voter                      | \$0.00             | (\$17.44)            | (\$17.44)            |
| 7145-120-01-4775-004       | Recorder Storage and Retrieval            | \$0.00             | (\$5,408.00)         | (\$5,408.00)         |
| 7146-120-01-4612           | Mining Fees                               | \$0.00             | (\$15.00)            | (\$15.00)            |
| 7146-120-01-4776-009       | State Mining Fees                         | \$0.00             | (\$60.00)            | (\$60.00)            |
| 7147-120-01-4612-018       | Voter                                     | \$0.00             | (\$93.75)            | (\$93.75)            |
| 7147-120-01-4774-031       | Miscellaneous                             | \$0.00             | (\$1,030.00)         | (\$1,030.00)         |
| eRecording                 | eRecording                                | \$29,535.00        | (\$29,535.00)        | \$0.00               |
|                            | <b>Total</b>                              | <b>\$29,535.00</b> | <b>(\$71,231.19)</b> | <b>(\$41,696.19)</b> |
|                            | <b>Total</b>                              | <b>\$72,531.19</b> | <b>(\$72,531.19)</b> | <b>\$0.00</b>        |

## Range Summary

| Range      | Account            | Debits            | Credits       | Net               |
|------------|--------------------|-------------------|---------------|-------------------|
| Cash/Check | Cash Cash/Check    | \$9,882.00        | \$0.00        | \$9,882.00        |
|            | <b>Range Total</b> | <b>\$9,882.00</b> | <b>\$0.00</b> | <b>\$9,882.00</b> |

| Account              | DS           | EPN         | Indecomm  | Ingeo       | IRS       | Simplifile   |
|----------------------|--------------|-------------|-----------|-------------|-----------|--------------|
| Amount applied       | \$ 10,860.00 | \$ 1,050.00 | \$ 120.00 | \$ 3,150.00 | \$ 150.00 | \$ 11,565.00 |
| To come in September | \$ 960.00    | \$ 120.00   |           | \$ 90.00    |           | \$ 840.00    |
|                      | \$690.00     | \$ 90.00    |           |             |           |              |
| <b>Total</b>         | \$ 12,510.00 | \$ 1,260.00 | \$ 120.00 | \$ 3,240.00 | \$ 150.00 | \$ 12,405.00 |



# House Account Summary

Gila County AZ Recorder

For the Period of 08/01/2021 - 08/31/2021

Immediate and Deferred Accounts

| House Account ID | House Account Name                    | Starting Balance | Charges   | Payments    | Ending Balance |
|------------------|---------------------------------------|------------------|-----------|-------------|----------------|
| ACCU             | ACCUSEARCH                            | (64.00)          | 25.00     | 0.00        | (39.00)        |
| ADOT             | AZ DEPT OF TRANS                      | (198.50)         | 0.00      | 0.00        | (198.50)       |
| APS              | APS/COPIES                            | (194.00)         | 9.00      | 0.00        | (185.00)       |
| APSR             | APS/RECORDINGS                        | (289.00)         | 0.00      | 0.00        | (289.00)       |
| ARARS            | AZ RESEARCH &AMP RETRIEVAL SVCS       | (83.00)          | 8.00      | (300.00)    | (375.00)       |
| 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            | (2,042.00)       | 0.00      | 0.00        | (2,042.00)     |
| BK               | BILL KING                             | (93.00)          | 141.00    | (200.00)    | (152.00)       |
| CRSI             | Colorado Records Sooner Inc           | (30.00)          | 0.00      | 0.00        | (30.00)        |
| CTS              | COMPLETE TITLE SOLUTIONS              | (47.00)          | 0.00      | 0.00        | (47.00)        |
| D2               | D2 SURVEYING LLC                      | (381.00)         | 0.00      | 0.00        | (381.00)       |
| D3               | D3 Title Agency                       | (100.00)         | 0.00      | 0.00        | (100.00)       |
| DS               | DATA SERVICES                         | (1,000.00)       | 12,510.00 | (12,510.00) | (1,000.00)     |
| EMP              | EMPIRE WEST TITLE AGENCY LLC          | (49.00)          | 0.00      | 0.00        | (49.00)        |
| EPN              | eRecording Partners Network           | (1,000.00)       | 1,260.00  | (1,260.00)  | (1,000.00)     |
| EQUIT            | EQUITY SERVICES                       | (50.00)          | 0.00      | 0.00        | (50.00)        |
| FARES            | CORELOGIC                             | (611.40)         | 190.00    | 0.00        | (421.40)       |
| FATM             | FIRST AMERICAN MICROFICHE             | (37.20)          | 0.00      | 0.00        | (37.20)        |
| FNDS             | BLACK KNIGHT FINANCIAL SERVICES       | (1,858.20)       | 190.00    | 0.00        | (1,668.20)     |
| GCCD             | GILA COUNTY COMMUNITY                 | 164.50           | 0.00      | 0.00        | 164.50         |



# House Account Summary

Gila County AZ Recorder

For the Period of 08/01/2021 - 08/31/2021

Immediate and Deferred Accounts

| House Account ID        | House Account Name                     | Starting Balance | Charges   | Payments    | Ending Balance |
|-------------------------|--|------------------|-----------|-------------|----------------|
|                         | DEVELOPMENT                            |                  |           |             |                |
| HANSEN-ENGINEERING      | HANSEN ENGINEERING & SURVEYING         | (56.00)          | 0.00      | 0.00        | (56.00)        |
| IMAPP                   | IMAPP, INC                             | (53.40)          | 0.00      | 0.00        | (53.40)        |
| INDECOMM                | INDECOMM                               | (1,000.00)       | 120.00    | (120.00)    | (1,000.00)     |
| Ingeo                   | Ingeo - eRecording                     | (1,127.00)       | 3,240.00  | (3,240.00)  | (1,127.00)     |
| IRS                     | INTERNAL REVENUE SERVICE               | (82.00)          | 150.00    | (150.00)    | (82.00)        |
| LA001                   | First American Title Lenders Advantage | (428.50)         | 0.00      | 0.00        | (428.50)       |
| LITC                    | Lawyers Title of Arizona inc           | (154.00)         | 0.00      | 0.00        | (154.00)       |
| 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       | (188.00)         | 0.00      | 0.00        | (188.00)       |
| NTC                     | NATIONWIDE TITLE CLEARING              | (982.00)         | 0.00      | 0.00        | (982.00)       |
| PIONE                   | PIONEER TITLE AGENCY FICHE             | (5,346.00)       | 270.00    | 0.00        | (5,076.00)     |
| PTP2                    | PIONEER TITLE AGENCY RECORDINGS 2      | (4,742.00)       | 179.00    | 0.00        | (4,563.00)     |
| Public Works Floodplain | Gila County                            | (81.00)          | 0.00      | 0.00        | (81.00)        |
| RSSI                    | RECORD SEARCHING SERVICES INC          | (98.00)          | 10.00     | 0.00        | (88.00)        |
| RUI                     | RESEARCH UNLIMITED INC                 | (83.00)          | 0.00      | 0.00        | (83.00)        |
| simplifile              | Simplifile - eRecording                | (2,285.00)       | 12,405.00 | (12,405.00) | (2,285.00)     |
| SOUTHWES DIV            | FIRST AMERICAN TITLE                   | (936.20)         | 0.00      | 0.00        | (936.20)       |
| TD                      | Timely Documents                       | (98.00)          | 0.00      | 0.00        | (98.00)        |
| ZILL                    | ZILLOW                                 | (770.00)         | 190.00    | 0.00        | (580.00)       |

# House Account Summary

Gila County AZ Recorder

For the Period of 08/01/2021 - 08/31/2021

Immediate and Deferred Accounts

| House Account ID | House Account Name | Starting Balance | Charges   | Payments    | Ending Balance |
|------------------|--------------------|------------------|-----------|-------------|----------------|
| Totals           |                    | (28,776.70)      | 30,897.00 | (30,185.00) | (28,064.70)    |



**ARF-6914**

**Consent Agenda Item 4. M.**

**Regular BOS Meeting**

**Meeting Date:** 10/05/2021

**Reporting Period:** Monthly Report for August 2021

**Submitted For:** Mary Navarro, Justice Court Operations Mgr.

**Submitted By:** Mary Navarro, Justice Court Operations Mgr.

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**Information**

**Subject**

Globe Regional Justice of the Peace's Office Monthly Report for August 2021

**Suggested Motion**

Acknowledgment of the August 2021 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

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**Attachments**

August 2021 Monthly Activity Report

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| August, 2021  | AZTEC   | CURRENT ACCOUNT  | OLD ACCOUNT    | TOTAL        | 5% FILL THE   | ADJUSTED     |
|---|---------|------------------|----------------|--------------|---------------|--------------|
|   | CODE    | CODE             | CODE           | ALLOCATED    | GAP SET ASIDE | BALANCE      |
| Bulk Merchandise Civil Penalty                      | ZBULK   |                  | STATE          | \$ -         | \$ -          | \$ -         |
| Automobile Theft Authority Fund                     | ZATA    |                  | STATE          | \$ -         | \$ -          | \$ -         |
| Child Passenger Restraint                           | ZCPRF   |                  | STATE          | \$ 213.48    | \$ 10.67      | \$ 202.81    |
| Drug and Gang Enforcement Fines                     | ZDECJ   |                  | STATE          | \$ 62.47     | \$ 3.12       | \$ 59.35     |
| Dangerous Plants, Pests, & Diseases Trust Fund      | ZDPP    |                  | STATE          | \$ -         | \$ -          | \$ -         |
| Domestic Violence Shelter Fund                      | ZDVSF   |                  | STATE          | \$ 101.81    | \$ 5.09       | \$ 96.72     |
| FARE Special Collection Fee 19%                     | ZFAR1   |                  | STATE          | \$ 1,385.79  | \$ -          | \$ 1,385.79  |
| FARE Delinquency Fee \$35.00                        | ZFAR2   |                  | STATE          | \$ 1,086.10  | \$ -          | \$ 1,086.10  |
| FARE Enhanced Special Collections Fee               | ZFAR3   |                  | STATE          | \$ 557.87    | \$ -          | \$ 557.87    |
| FARE Enhancement Fee \$49.00                        | ZFAR4   |                  | STATE          | \$ 1,034.78  | \$ -          | \$ 1,034.78  |
| Game and Fish - Wildlife                            | ZGF     |                  | STATE          | \$ 11.31     | \$ 0.57       | \$ 10.74     |
| Extra DUI Assessment \$500                          | ZGFDU   |                  | STATE          | \$ 299.07    | \$ 14.95      | \$ 284.12    |
| 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          | \$ -         | \$ -          | \$ -         |
| State Photo Enforcement Base Fine                   | ZSPBF   |                  | STATE          | \$ -         | \$ -          | \$ -         |
| State Photo Enforcement Clean Election Surcharge    | ZSPCE   |                  | STATE          | \$ -         | \$ -          | \$ -         |
| Public Safety Equipment Fund                        | ZPSEF   |                  | STATE          | \$ -         | \$ -          | \$ -         |
| State Treasurer General Fund                        | ZSTAT   |                  | STATE          | \$ 2,698.05  | \$ 134.90     | \$ 2,563.15  |
| AZ DPS Forensics Fund                               | ZADPS   | 0872-2061        |                | \$ 561.35    | \$ 28.07      | \$ 533.28    |
| Alternative Dispute Resolution                      | ZADR    | 848-2061         | T848-2061      | \$ 41.53     | \$ 2.08       | \$ 39.45     |
| Arson Detection Reward Fund 41-2167D                | ZADRF   | 901-2061         | T901-2061      | \$ -         | \$ -          | \$ -         |
| Confidential Address Assessment - State Treasurer   | ZCAA1   | 884-2061         |                | \$ 96.72     | \$ 4.84       | \$ 91.88     |
| Confidential Address Assessment - Local             | ZCAA2   | 1005-311-3800-30 |                | \$ 5.09      | \$ 0.26       | \$ 4.83      |
| \$5 Constable Training Fund                         | ZOECF   | 0915-2061        |                | \$ -         | \$ -          | \$ -         |
| Citizens Clean Elections                            | ZCEF    | 888-2061         | T888-2061      | \$ 1,275.00  | \$ -          | \$ 1,275.00  |
| Criminal Justice Enhancement 67%                    | ZCJEF   | 812-2061         | T812-2061      | \$ 5,609.02  | \$ 280.46     | \$ 5,328.56  |
| Defensive Driving Diversion Fee                     | ZDDS    | 1005.311-3510.10 | X105-4831      | \$ 3,700.00  | \$ 185.00     | \$ 3,515.00  |
| DNA State Surcharge 3% 12-116.01C                   | ZDNAS   | 872-2061         | T872-2061      | \$ 176.39    | \$ 8.82       | \$ 167.57    |
| DUI Abatement                                       | ZDUIA   | 889-2061         | T889-2061      | \$ 32.80     | \$ 1.64       | \$ 31.16     |
| Elected Officials Retirement Fund 14.09%            | ZEORF   | 801-2061         | T801-2061      | \$ 309.83    | \$ 15.50      | \$ 294.33    |
| Elected Officials Retirement Plan 6.00%             | ZEORP   | 0874-2061        | 0874-2061      | \$ 131.90    | \$ 6.60       | \$ 125.30    |
| Extra Adult Probation Assessment                    | ZEXAP   | 4042 335-3405.30 | X25001335-4835 | \$ 73.65     | \$ 3.69       | \$ 69.96     |
| Base Fees (General Fund)                            | ZFEE    | 1005.311-3400.15 | X105-4615      | \$ 1,220.38  | \$ 61.02      | \$ 1,159.36  |
| Base Fines (General Fund)                           | ZFINE   | 1005.311-3510.10 | X105-4831      | \$ 12,191.62 | \$ 609.59     | \$ 11,582.03 |
| Fill the Gap Surcharge 7%                           | ZFTGS   |                  | T870-2061      | \$ 869.59    | \$ 43.48      | \$ 826.11    |
| Failure To Pay Warrant Surcharge 10%                | ZFTPS   | 1005.311.3400.17 | X10501311-4861 | \$ 675.72    | \$ 33.79      | \$ 641.93    |
| 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      | \$ 714.64    | \$ -          | \$ 714.64    |
| Judicial Collection Enhancement Local %             | ZJCLF   | 1005.311-3400.15 | X105-4615      | \$ 138.03    | \$ -          | \$ 138.03    |
| Judicial Collection Enhancement \$13                | ZJCS    | 840-2061         | T840-2061      | \$ 1,327.27  | \$ -          | \$ 1,327.27  |
| Judicial Collection Enhancement %PC                 | ZJCSF   | 840-2061         | T840-2061      | \$ 356.83    | \$ 17.85      | \$ 338.98    |
| Jail (Incarceration) Fees                           | ZJF     | 1005.300-3405.40 | X10502442-4651 | \$ 1,218.64  | \$ -          | \$ 1,218.64  |
| Local Costs   | ZLCL1-5 | 1005.311-3400.10 | X105-4450      | \$ 190.00    | \$ 9.50       | \$ 180.50    |
| Cost of Prosecution Reimbursement 60%               | ZLCL6   | 3544.301-3400.11 | X182-4620      | \$ 1,702.51  | \$ -          | \$ 1,702.51  |
| Cost of Prosecution Reimbursement 40%               | ZLCL6   | 4574.333-3400.16 | X22601333-4864 | \$ 1,135.00  | \$ -          | \$ 1,135.00  |
| 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 | X105-4615      | \$ -         | \$ -          | \$ -         |
| Medical Services Enhancement 13%                    | ZMSEF   | 813-2061         | T813-2061      | \$ 1,676.73  | \$ 83.84      | \$ 1,592.89  |
| 2011 Additional Assessment - State Treasurer        | ZOS1    | 930-2061         | T930-2061      | \$ 1,499.12  | \$ 74.96      | \$ 1,424.16  |
| 2011 Additional Assessment - County Treasurer       | ZOS2    | 931-2061         | T931-2061      | \$ 187.38    | \$ 9.37       | \$ 178.01    |
| Officer Safety Equipment - City Police - Globe (CP) | ZOS3    | 932-2061         | T932-2061      | \$ 36.10     | \$ 1.81       | \$ 34.29     |
| Officer Safety Equipment - Sheriff (SHF)            | ZOS4    | 933-2061         | T933-2061      | \$ 77.83     | \$ 3.90       | \$ 73.93     |
| Officer Safety Equipment - DPS (DPS)                | ZOS5    | 934-2061         | T934-2061      | \$ 600.56    | \$ 30.03      | \$ 570.53    |
| Officer Safety Equipment - MVD/ADOT (MVD)           | ZOS6    | 935-2061         | T935-2061      | \$ -         | \$ -          | \$ -         |
| Officer Safety Equipment - Game and Fish (GF)       | ZOS7    | 936-2061         | T936-2061      | \$ 1.41      | \$ 0.08       | \$ 1.33      |
| 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         | 0953-2061      | \$ 6.24      | \$ 0.32       | \$ 5.92      |
| Arizona Department of Insurance (ADOI)              | ZOS15   | 939-2061         | T939-2061      | \$ -         | \$ -          | \$ -         |
| Officer Safety Equipment - Miami Police Dept. (MPD) | ZOS16   | 940-2061         | T940-2061      | \$ 20.02     | \$ 1.01       | \$ 19.01     |
| 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      | \$ 5.90      | \$ 0.30       | \$ 5.60      |
| TriCity Fire Department (TRIF)                      | 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      | \$ 4.94      | \$ 0.25       | \$ 4.69      |
| Arizona Department of Liquor (ADL)                  | ZOS25   | 947-2061         | T947-2061      | \$ -         | \$ -          | \$ -         |
| Officer Safety Equipment - Attorney General Office  | ZOS26   | 959-2061         |                | \$ -         | \$ -          | \$ -         |
| Overpayment Forfeited                               | ZOVF    | 1005.311.3510.10 | X105-4831      | \$ 5.15      | \$ 0.26       | \$ 4.89      |
| Over Payment Refund                                 | ZOVR    |                  |                | \$ -         | \$ -          | \$ -         |

|  |       |                  |                 |                     |                    |                     |
|--|-------|------------------|-----------------|---------------------|--------------------|---------------------|
| Adult Probation Fee                              | ZPBA  | 4042.335-3405.30 | X25001335-4835  | \$ 43.78            | \$ 2.19            | \$ 41.58            |
| Prison Construction Fund                         | ZPCOF | 908-2061         | T908-2061       | \$ 2,869.19         | \$ 143.46          | \$ 2,725.73         |
| Peace Officer Train. Equip. Fund \$4             | ZPOTE | 0963-2061        |                 | \$ 655.44           | \$ 32.78           | \$ 622.66           |
| 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       | \$ 3,892.40         | \$ 194.62          | \$ 3,697.78         |
| Public Defender Fees                             | ZPUBZ | 1005.345-3300.00 | X105-4429       | \$ 1,164.26         | \$ -               | \$ 1,164.26         |
| 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 | 1005.300-3510.10 | X105-4264       | \$ 1.97             | \$ 0.10            | \$ 1.87             |
| 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        |                 | \$ 590.76           | \$ 29.54           | \$ 561.22           |
| Victim Rights Enforcement Fund                   | ZVREA | 0957-2061        | T957-2061       | \$ 367.95           | \$ 18.40           | \$ 349.55           |
| Victim Rights Assessment Fund \$9                | ZVRF  | 0847-2061        |                 | \$ 981.97           | \$ 49.10           | \$ 932.87           |
| Local Warrant Fee                                | ZWAR  |                  |                 | \$ -                | \$ -               | \$ -                |
| DARE - Sheriff's Office                          | ZDASO |                  | SHERIFF D.A.R.E | \$ -                | \$ -               | \$ -                |
| HURF - to City Police                            | ZHRCF |                  | CITY POLICE     | \$ -                | \$ -               | \$ -                |
| Display Suspended Plates (Miami Police Dept.)    | ZSLMP |                  | CITY POLICE     | \$ -                | \$ -               | \$ -                |
| Display Suspended Plates (Globe City Police)     | ZSLPC |                  | CITY POLICE     | \$ -                | \$ -               | \$ -                |
| <b>TOTALS</b>                                    |       |                  |                 | <b>\$ 55,893.34</b> | <b>\$ 2,157.81</b> | <b>\$ 53,735.53</b> |

**TOTAL ADJUSTED BALANCE VERIFICATION \$ 53,735.53**

**TOTAL RESTITUTION RECEIVED \$ -**

**TOTAL RECEIPTS THIS MONTH \$ 55,893.34**

| DATE     | CHECK NO. | AMOUNT              | MONTHLY REMITTANCE TO:                |
|----------|-----------|---------------------|---------------------------------------|
| 09/01/21 | 1350      | \$ 7,281.43         | ARIZONA STATE TREASURER               |
| 09/01/21 | 1351      | \$ 48,611.91        | GILA COUNTY TREASURER                 |
|          |           | \$ -                | GILA COUNTY SHERIFF D.A.R.E.          |
|          |           | \$ -                | GPD SUSPENDED PLATES                  |
|          |           | \$ -                | MPD SUSPENDED PLATES                  |
|          |           | <b>\$ 55,893.34</b> | <b>TOTAL DISTRIBUTIONS THIS MONTH</b> |

**\$ - Over Payment Refunded**

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 AUGUST 2021.

  
Justice of the Peace

**GLOBE REGIONAL JUSTICE COURT  
MONTHLY TRUST REPORT**

**For the Month of: AUGUST, 2021**

**BONDS**

|  |                    |
|--|--------------------|
| <b>BALANCE AT THE BEGINNING OF THE MONTH</b> | <b>\$ 9,277.00</b> |
| <b>RECEIVED DURING THE MONTH</b>             | <b>\$ 2,350.00</b> |
| <b>DISBURSED DURING THE MONTH</b>            | <b>\$ 2,941.00</b> |
| <b>BALANCE AT THE END OF THE MONTH</b>       | <b>\$ 8,686.00</b> |

  
\_\_\_\_\_  
**Financial Clerk**

  
\_\_\_\_\_  
**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-6921**

**Consent Agenda Item 4. N.**

**Regular BOS Meeting**

**Meeting Date:** 10/05/2021

**Reporting Period:** August 2021

**Submitted For:** Dorothy Little, Justice of the Peace-Payson Region

**Submitted By:** Dorothy Little, Justice of the Peace-Payson Region

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**Information**

**Subject**

Payson Regional Justice of Peace's Office Monthly Report for August 2021

**Suggested Motion**

Acknowledgment of the August 2021 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

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**Attachments**

August 2021

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PAYSON JUSTICE COURT TREASURER'S RECAP

| August, 2021                                      | AZTEC | ACCOUNT                 | ACCOUNT         | TOTAL AMOUNT                               | 5% FILL THE GAP    | ADJUSTED            |
|---|-------|-------------------------|-----------------|--|--------------------|---------------------|
| FUND NAME   | CODE  | CODE                    | CODE            | ALLOCATED                                  | SET ASIDE          | BALANCE             |
| AZ DPS Forensics Fund                             | ZADPS | 0872-000-000-2061-00    | 0872-2061       | \$ 703.39                                  | \$ 35.17           | \$ 668.22           |
| Alternative Dispute Resolution                    | ZADR  | 0848000-000-000-2061-00 | T848-2061       | \$ 55.35                                   | \$ 2.77            | \$ 52.58            |
| Public Defender Fee                               | ZPUBZ | 1005000-314-000-3400-11 | X10501314004383 | \$ 136.80                                  | \$ -               | \$ 136.80           |
| Confidential Address Assessment - State Treasurer | ZCAA1 | 0884000-000-000-2061-00 |                 | \$ 77.43                                   | \$ 3.87            | \$ 73.56            |
| Confidential Address Assessment - Local           | ZCAA2 | 1005000-302-000-3800-30 |                 | \$ 4.07                                    | \$ 0.20            | \$ 3.87             |
| Constable Ethics Committee Fund                   | ZCECF | 0916000-2061-00         | 0916-2061       | \$ 50.00                                   | \$ 2.50            | \$ 47.50            |
| Citizens Clean Elections                          | ZCEF  | 0888000-000-000-2061-00 | T888-2061       | \$ 1,313.64                                | \$ -               | \$ 1,313.64         |
| Criminal Justice Enhancement 67%                  | ZCJEF | 0812000-000-000-2061-00 | T812-2061       | \$ 5,617.39                                | \$ 280.87          | \$ 5,336.52         |
| Defensive Driving Diversion Fee                   | ZDDS  | 1005000-314-000-3400-90 | X105-4609       | \$ 6,700.00                                | \$ 335.00          | \$ 6,365.00         |
| DNA State Surcharge 3% 12-116 01C                 | ZDNAS | 0872000-000-000-2061-00 | T872-2061       | \$ 85.14                                   | \$ 4.26            | \$ 80.88            |
| Elected Officials Retirement Fund 15 30%          | ZEORF | 0801000-000-000-2061-00 | T801-2061       | \$ 412.65                                  | \$ 20.63           | \$ 392.02           |
| Elected Officials Retirement Plan 6%              | ZEORP |                         |                 | \$ 175.61                                  | \$ 8.78            | \$ 166.83           |
| Base Fees (General Fund)                          | ZFEE  | 1005000-314-000-3400-15 | X105-4615       | \$ 1,624.67                                | \$ 81.23           | \$ 1,543.44         |
| Base Fines (General Fund)                         | ZFINE | 1005000-314-000-3510-10 | X105-4831       | \$ 12,422.75                               | \$ 621.14          | \$ 11,801.61        |
| Fill the Gap Surcharge 7%                         | ZFTGS | 0870000-000-000-2061-00 | T870-2061       | \$ 919.33                                  | \$ 45.97           | \$ 873.36           |
| Failure to Pay Warrant Surcharge 10%              | ZFTPS | 1005000-314-000-3400-17 | X10501314004861 | \$ -                                       | \$ -               | \$ -                |
| Extra DUI Assessment \$500                        | ZGFDU | 0912000-000-000-2061-00 | T912-2061       | \$ -                                       | \$ -               | \$ -                |
| Judicial Collection Enhancement \$7               | ZJCL  | 4741000-314-000-3400-15 | X36001314004615 | \$ 440.26                                  | \$ -               | \$ 440.26           |
| Judicial Collection Enhancement Local %           | ZJCLF | 4741000-314-000-3400-15 | X36001314004615 | \$ 183.71                                  | \$ 9.19            | \$ 174.52           |
| Judicial Collection Enhancement \$13              | ZJCS  | 0818000-000-000-2061-00 | T818-2061       | \$ 817.63                                  | \$ -               | \$ 817.63           |
| Judicial Collection Enhancement %PC               | ZJCSF | 0840000-000-000-2061-00 | T840-2061       | \$ 475.01                                  | \$ 23.75           | \$ 451.26           |
| Jail (Incarceration) Fees                         | ZJF   | 1005000-300-340-3405-40 | X10502340004651 | \$ 392.70                                  | \$ -               | \$ 392.70           |
| Local Costs                                       | ZLCL  | 1005000-314-000-3510-10 | X105-4831       | \$ -                                       | \$ -               | \$ -                |
| Administrative Costs                              | ZMISC | 1005000-314-000-3400-99 | X105-4886       | \$ -                                       | \$ -               | \$ -                |
| Medical Services Enhancement 13%                  | ZMSEF | 0813000-000-000-2061-00 | T813-2061       | \$ 1,707.62                                | \$ 85.38           | \$ 1,622.24         |
| 2011 Additional Assessment - State Treasurer      | ZOS1  | 0930000-000-000-2061-00 |                 | \$ 1,469.15                                | \$ 73.46           | \$ 1,395.69         |
| 2011 Additional Assessment - County Treasurer     | ZOS2  | 0931000-000-000-2061-00 |                 | \$ 183.66                                  | \$ 9.18            | \$ 174.48           |
| Officer Safety Equipment - City Police (CP)       | ZOS3  | 0932000-000-000-2061-00 |                 | \$ 4.91                                    | \$ 0.25            | \$ 4.66             |
| Officer Safety Equipment - Sheriff (SHF)          | ZOS4  | 0933000-000-000-2061-00 |                 | \$ 97.64                                   | \$ 4.88            | \$ 92.76            |
| Officer Safety Equipment - DPS (DPS)              | ZOS5  | 0934000-000-000-2061-00 |                 | \$ 592.67                                  | \$ 29.63           | \$ 563.04           |
| Officer Safety Equipment - MVD/ADOT (MVD)         | ZOS6  | 0935000-000-000-2061-00 |                 | \$ -                                       | \$ -               | \$ -                |
| Officer Safety Equipment - Game and Fish (GF)     | ZOS7  | 0936000-000-000-2061-00 |                 | \$ 28.00                                   | \$ 1.40            | \$ 26.60            |
| Officer Safety - Registrar of Contractors (ROC)   | ZOS8  |                         |                 | \$ -                                       | \$ -               | \$ -                |
| Officer Safety Equipment - Animal Control (AC)    | ZOS10 | 0942000-000-000-2061-00 |                 | \$ -                                       | \$ -               | \$ -                |
| Officer Safety - Tonto Apache Police (TAR)        | ZOS15 | 0950000-000-000-2061-00 |                 | \$ 11.28                                   | \$ 0.56            | \$ 10.72            |
| Officer Safety - Department of Agriculture        | ZOS17 | 0951000-000-000-2061-00 |                 | \$ -                                       | \$ -               | \$ -                |
| Overpayment Forfeited                             | ZOVER | 1005000-314-000-3510-10 | X105-4831       | \$ 13.00                                   | \$ 0.65            | \$ 12.35            |
| Adult Probation Fee                               | ZPBA  | 4042000-335-000-3405-30 | X25001335-4835  | \$ -                                       | \$ -               | \$ -                |
| Peace Officer Training Equipment Fund             | ZPOTE | 0963-2061               |                 | \$ 653.40                                  | \$ 32.67           | \$ 620.73           |
| Probation Surcharge 2006 (\$10.00)                | ZPR56 | 0871000-000-000-2061-00 | T871-2061       | \$ -                                       | \$ -               | \$ -                |
| Probation Surcharge 2009 (\$20.00)                | ZPR59 | 0871000-000-000-2061-00 | T871-2061       | \$ -                                       | \$ -               | \$ -                |
| Probation Assessment/Surcharge                    | ZPR5U | 0871000-000-000-2061-00 | T871-2061       | \$ 3,677.27                                | \$ 183.86          | \$ 3,493.41         |
| Public Safety Equipment                           | ZPSEF | 0912000-000-000-2061-00 | T912-2061       | \$ 1,085.00                                | \$ 54.25           | \$ 1,030.75         |
| Reimbursement to County Attorney 60%              | ZREIM | 3544000-301-000-3400-11 | X18201301004777 | \$ 480.60                                  | \$ -               | \$ 480.60           |
| Reimbursement to Superior Court 40%               | ZREIM | 4574000-333-000-3400-16 | X226333004864   | \$ 320.40                                  | \$ -               | \$ 320.40           |
| Security Enhancement Fee (Local)                  | ZSECE |                         |                 | \$ -                                       | \$ -               | \$ -                |
| Technical Registration Fund (\$15 Drug Offenses)  | ZTECH | 0833000-000-000-2061-00 |                 | \$ -                                       | \$ -               | \$ -                |
| Victim Comp Assistance Fund                       | ZVCAF | 0954-2061               |                 | \$ 580.69                                  | \$ 29.03           | \$ 551.66           |
| Victim Rights Enforcement Fund                    | ZVREA | 0957000-2061-00         |                 | \$ 363.51                                  | \$ 18.18           | \$ 345.33           |
| Victim Rights Fund                                | ZVRF  | 847-2061                |                 | \$ 965.14                                  | \$ 48.26           | \$ 916.88           |
| Forfeited Bond to Treasurer                       | ZVFOR | 1005000-314-000-3510-10 | X105-4831       | \$ -                                       | \$ -               | \$ -                |
| AZ Native Plant Fund                              | ZANP  | 0833-2061               | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| ARSON   | ZADRF | 0883-2061               | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| Child Passenger Restraint                         | ZCPRF | 0883-2061               | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| Drug and Gang Enforcement Fines                   | ZDECJ | 0883-2061               | STATE/COUNTY    | \$ 92.18                                   | \$ 4.61            | \$ 87.55            |
| DUI Abatement                                     | ZDUJA | 0883-2061               | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| Domestic Violence Shelter Fund                    | ZDVSF | 0883-2061               | STATE/COUNTY    | \$ 81.50                                   | \$ 4.08            | \$ 77.42            |
| FARE Special Collection Fee 19%                   | ZFAR1 | 0883-2061               | STATE/COUNTY    | \$ 765.97                                  | \$ 4.08            | \$ 761.89           |
| FARE Delinquency Fee \$36.00                      | ZFAR2 | 0883-2061               | STATE/COUNTY    | \$ 319.28                                  | \$ -               | \$ 319.28           |
| FARE Enhanced Special Collection Fee              | ZFAR3 | 0883-2061               | STATE/COUNTY    | \$ 770.90                                  | \$ -               | \$ 770.90           |
| FARE Enhanced Delinquency Fee                     | ZFAR4 | 0883-2061               | STATE/COUNTY    | \$ 751.40                                  | \$ -               | \$ 751.40           |
| Game and Fish - Wildlife                          | ZGF   |                         | STATE/COUNTY    | \$ 150.00                                  | \$ 7.50            | \$ 142.50           |
| HURF 1 28-5438, 2533C                             | ZHRF1 |                         | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| HURF 3 28-5433C, 4139                             | ZHRF3 |                         | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| HURF - to DPS                                     | ZHRFD |                         | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| Prison Construction Fund                          | ZPCOF |                         | STATE/COUNTY    | \$ 1,659.84                                | \$ 82.99           | \$ 1,576.85         |
| Registrar of Contractors                          | ZRCA  |                         | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| State Highway Fund                                | ZSHWY |                         | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| State Highway Work Zone Fund                      | ZSHWZ |                         | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| Display Suspended Plates (DPS)                    | ZSLPD |                         | STATE/COUNTY    | \$ 158.13                                  | \$ 7.91            | \$ 150.22           |
| Sex Offender Mon Fund                             | ZSOMF |                         | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| State Photo Enforcement Base Fine                 | ZSPBF |                         | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| State Photo Enforcement Clean Election Surcharge  | ZSPCE |                         | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| Bad Check Program - County Attorney               | ZBAD  |                         | COUNTY ATTY     | \$ -                                       | \$ -               | \$ -                |
| Gila County DARE Program                          | ZDARE | 0855-2061               | GILA COUNTY     | \$ -                                       | \$ -               | \$ -                |
| HURF - to Sheriff's Office 28-5533G               | ZHRFS |                         | SHERIFF         | \$ -                                       | \$ -               | \$ -                |
| Display Suspended Plates (Sheriff's Office)       | ZSLPS |                         | SHERIFF         | \$ 300.54                                  | \$ 15.03           | \$ 285.51           |
| HURF - to City Police                             | ZHRFC |                         | CITY POLICE     | \$ -                                       | \$ -               | \$ -                |
| Display Suspended Plates (City Police)            | ZSLPC |                         | CITY POLICE     | \$ -                                       | \$ -               | \$ -                |
| Display Suspended Plates (T.A.R. Police)          | ZSLPA |                         | T.A.R. POLICE   | \$ -                                       | \$ -               | \$ -                |
| <b>TOTALS</b>                                     |       |                         |                 | <b>\$ 49,890.99</b>                        | <b>\$ 2,173.17</b> | <b>\$ 47,717.82</b> |
|   |       |                         |                 | <b>TOTAL ADJUSTED BALANCE VERIFICATION</b> |                    | <b>\$ 47,717.82</b> |

| DATE                               | CHECK NO. | AMOUNT       | MONTHLY REMITTANCE TO:                             |
|------------------------------------|-----------|--------------|--|
|                                    |           | \$ 44,967.47 | GILA COUNTY TREASURER                              |
|                                    |           | \$ 4,638.01  | ARIZONA STATE TREASURER                            |
|                                    |           | \$ -         | GILA COUNTY BAD CHECK PROGRAM                      |
|                                    |           | \$ -         | GILA COUNTY: DARE                                  |
|                                    |           | \$ 285.51    | SHERIFF SUSPENDED PLATES AND HURF                  |
|                                    |           | \$ -         | CITY POLICE SUSPENDED PLATES AND HURF              |
|                                    |           | \$ -         | T.A.R. POLICE SUSPENDED PLATES                     |
| All funds to Gila County Treasurer | 9/2/2021  | 6739         | <b>\$ 49,890.99 TOTAL DISTRIBUTIONS THIS MONTH</b> |

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for AUGUST, 2020.

DOROTHY A. LITTLE  
Gila County Justice of the Peace

PREPARER: 9/2/2021

**Limited Jurisdiction Courts**  
**Misdemeanor, Criminal And Civil Traffic Caseload Summary By Case**

PAYSON REGIONAL JUSTICE COURT - 404

START DATE : 8/1/2021      END DATE :8/31/2021

| LINE ID  | CASE TYPE                                | Total Filings & Dispositions |                      | Clearance Rate  | Cases Pending End Of Month | Cases on Warrants Status |
|--|--|------------------------------|----------------------|-----------------|----------------------------|--------------------------|
|  |  | Total Filings*               | Total Dispositions** | Clearance Rate  |                            |                          |
| <b>Section - 1 Misdemeanor</b>                     |  |                              |                      |                 |                            |                          |
| <b>Person</b>                                      |  |                              |                      |                 |                            |                          |
| A  | Person-Sex Offenses                      | 0                            | 1                    | 0.00 %          | 0                          | 0                        |
| B  | Person-Kidnapping                        | 0                            | 0                    | 0.00 %          | 0                          | 0                        |
| C  | Person-Aggravated Assaults               | 0                            | 0                    | 0.00 %          | 0                          | 1                        |
| D  | Person-Other Assaults                    | 6                            | 5                    | 83.33 %         | 55                         | 48                       |
| <b>Property</b>                                    |  |                              |                      |                 |                            |                          |
| E  | Property-Burglary                        | 0                            | 0                    | 0.00 %          | 0                          | 0                        |
| F  | Property-Auto Theft                      | 0                            | 0                    | 0.00 %          | 0                          | 0                        |
| G  | Property-Other                           | 7                            | 0                    | 0.00 %          | 62                         | 68                       |
| <b>Other</b>                                       |  |                              |                      |                 |                            |                          |
| H  | Drug Possession/Paraphernalia            | 3                            | 0                    | 0.00 %          | 100                        | 123                      |
| I  | Weapons                                  | 1                            | 0                    | 0.00 %          | 1                          | 0                        |
| J  | Public Order                             | 3                            | 2                    | 66.67 %         | 83                         | 75                       |
| K  | Interfering With Judicial Proceedings    | 0                            | 0                    | 0.00 %          | 10                         | 9                        |
| L  | Failure to Appear/Misd&CrimTraffic       | 0                            | 0                    | 0.00 %          | 1                          | 1                        |
| M  | Petty Offenses                           | 2                            | 2                    | 100.00 %        | 3                          | 1                        |
| N  | Other                                    | 8                            | 6                    | 75.00 %         | 78                         | 104                      |
| O  | <b>Section 1: Total Misdemeanor</b>      | <b>30</b>                    | <b>16</b>            | <b>53.33 %</b>  | <b>393</b>                 | <b>430</b>               |
| <b>Section - 2 Criminal Traffic</b>                |  |                              |                      |                 |                            |                          |
| <b>DUI</b>   |  |                              |                      |                 |                            |                          |
| A  | Motor Vehicle                            | 3                            | 1                    | 33.33 %         | 51                         | 64                       |
| B  | Extreme Motor Vehicle                    | 0                            | 0                    | 0.00 %          | 24                         | 30                       |
| C  | Boating/Flying                           | 0                            | 0                    | 0.00 %          | 0                          | 0                        |
| <b>Serious Violations</b>                          |  |                              |                      |                 |                            |                          |
| D  | Leaving the Scene                        | 0                            | 1                    | 0.00 %          | 3                          | 2                        |
| E  | Reckless Driving                         | 0                            | 0                    | 0.00 %          | 7                          | 0                        |
| F  | Racing on Highway                        | 0                            | 0                    | 0.00 %          | 0                          | 0                        |
| G  | All Other                                | 0                            | 0                    | 0.00 %          | 1                          | 1                        |
| <b>Other Violations</b>                            |  |                              |                      |                 |                            |                          |
| H  | Criminal Speed                           | 0                            | 3                    | 0.00 %          | 33                         | 17                       |
| I  | All Other                                | 6                            | 10                   | 166.67 %        | 274                        | 338                      |
| J  | <b>Section 2: Total Criminal Traffic</b> | <b>9</b>                     | <b>15</b>            | <b>166.67 %</b> | <b>393</b>                 | <b>452</b>               |
| <b>Section - 3 CivilTraffic</b>                    |  |                              |                      |                 |                            |                          |
| A  | Driver License                           | 6                            | 5                    | 83.33 %         | 11                         | 0                        |
| B  | Registration                             | 15                           | 10                   | 66.67 %         | 18                         | 0                        |
| C  | Insurance                                | 11                           | 9                    | 81.82 %         | 17                         | 0                        |
| D  | Speeding                                 | 77                           | 101                  | 131.17 %        | 151                        | 1                        |
| E  | Excessive Speeding                       | 33                           | 58                   | 175.76 %        | 36                         | 1                        |
| F  | Red Light                                | 1                            | 0                    | 0.00 %          | 1                          | 0                        |
| G  | Seat Belt                                | 12                           | 24                   | 200.00 %        | 31                         | 0                        |
| H  | Marijuana Non-Criminal                   | 1                            | 0                    | 0.00 %          | 1                          | 0                        |
| I  | Other Civil Traffic                      | 25                           | 21                   | 84.00 %         | 30                         | 1                        |
| J  | <b>Section 3: Total Civil Traffic</b>    | <b>181</b>                   | <b>228</b>           | <b>125.97 %</b> | <b>296</b>                 | <b>3</b>                 |
| <b>Section - 4 Local - Non Criminal Ordinances</b> |  |                              |                      |                 |                            |                          |

|   |                               |            |            |          |             |            |
|---|-------------------------------|------------|------------|----------|-------------|------------|
| A   | Parking                       | <u>0</u>   | <u>0</u>   | 0.00 %   | <u>0</u>    | <u>0</u>   |
| B   | Non-Parking                   | <u>0</u>   | <u>1</u>   | 0.00 %   | <u>0</u>    | <u>0</u>   |
| <b>Section - 5 Felony</b>                       |                               |            |            |          |             |            |
| A   | Total Felony                  | <u>14</u>  | <u>10</u>  | 71.43 %  | <u>19</u>   | <u>23</u>  |
| <b>GRAND TOTAL</b>                              |                               | <b>234</b> | <b>270</b> | 115.38 % | <b>1101</b> | <b>908</b> |
| <b>Section - 6 Domestic Violence</b>            |                               |            |            |          |             |            |
| A   | Felony-Domestic Violence      | <u>0</u>   | <u>0</u>   | 0.00 %   | <u>3</u>    | <u>0</u>   |
| B   | Misdemeanor-Domestic Violence | <u>9</u>   | <u>0</u>   | 0.00 %   | <u>84</u>   | <u>0</u>   |
| <b>Section - 7 Special Case Characteristics</b> |                               |            |            |          |             |            |
| A   | Self Represented Litigants    | <u>214</u> | <u>249</u> | 116.36 % | <u>987</u>  | <u>835</u> |
| B   | Interpreter Services Provided | <u>1</u>   | <u>3</u>   | 300.00 % | <u>11</u>   | <u>4</u>   |

**Limited Jurisdiction Courts**

START DATE : 8/1/2021      END DATE : 8/31/2021

| Column ID   | 1                                       | 2             | 3        | 4          | 5           | 6        | 7           | 8                 | 9        | 10                        | 11                     | 12       | 13          |          |
|---|---|---------------|----------|------------|-------------|----------|-------------|-------------------|----------|---------------------------|------------------------|----------|-------------|----------|
| LINE ID   | CASE TYPE                               | Begin Pending |          | New Filing | Transfer In | Reopened | Reactivated | Terminations      |          | Placed on Inactive Status | Statistical Correction |          | End Pending |          |
|   |   | Active        | Inactive |            |             |          |             | Entry of Judgment | Reopened |                           | Active                 | Inactive | Active      | Inactive |
| <b>Section - 1 Civil</b>  |   |               |          |            |             |          |             |                   |          |                           |                        |          |             |          |
| A   | Small Claims                            | 21            | 0        | 0          | 0           | 0        | 0           | 0                 | 0        | 0                         |                        | 21       | 0           |          |
| B   | Forcible Detainer / Eviction Action     | 7             | 0        | 2          | 0           | 0        | 0           | 3                 | 0        | 0                         |                        | 6        | 0           |          |
| C   | Tort                                    | 0             | 0        | 0          | 0           | 0        | 0           | 0                 | 0        | 0                         |                        | 0        | 0           |          |
| D   | Contract                                | 1             | 0        | 0          | 0           | 0        | 0           | 0                 | 0        | 0                         |                        | 1        | 0           |          |
| E   | Debt-Seller Plaintiff                   | 0             | 0        | 0          | 0           | 0        | 0           | 0                 | 0        | 0                         |                        | 0        | 0           |          |
| F   | Other Civil                             | 205           | 1        | 29         | 1           | 0        | 0           | 13                | 0        | 0                         |                        | 222      | 1           |          |
| G   | Total Civil Complaints                  | 234           | 1        | 31         | 1           | 0        | 0           | 16                | 0        | 0                         |                        | 250      | 1           |          |
| <b>Section - 2 Domestic Violence &amp; Harassment Petitions</b> |   |               |          |            |             |          |             |                   |          |                           |                        |          |             |          |
| A   | Civil Emergency Order of Protection     | 0             | 0        | 0          | 0           | 0        | 0           | 0                 | 0        | 0                         |                        | 0        | 0           |          |
| B   | Civil Order of Protection               | 18            | 0        | 7          | 0           | 0        | 0           | 7                 | 0        | 0                         |                        | 18       | 0           |          |
| C   | Injunction Against Harassment           | 32            | 0        | 9          | 0           | 0        | 0           | 9                 | 0        | 0                         |                        | 32       | 0           |          |
| D   | Injunction Against Workplace Harassment | 1             | 0        | 0          | 0           | 0        | 0           | 0                 | 0        | 0                         |                        | 1        | 0           |          |
| <b>Section - 3 Special Case Characteristics</b>                 |   |               |          |            |             |          |             |                   |          |                           |                        |          |             |          |
| A   | Self Represented Litigants              | 282           | 1        | 47         | 1           | 0        | 0           | 31                | 0        | 0                         |                        | 299      | 1           |          |
| B   | Interpreter Provided                    | 0             | 0        | 0          | 0           | 0        | 0           | 0                 | 0        | 0                         |                        | 0        | 0           |          |