



## **PURCHASING DIVISION REPORT**

September 7, 2016

### **CONTRACT RENEWALS:**

1. PC-120117 – Religious Coordinator Services – Recommend approval of modification #4 to exercise the 4th annual renewal with Good News Jail & Prison Ministry. The term of the renewal is October 17, 2016 through October 16, 2017 with no option periods remaining. The County spent approximately \$45,000 with this supplier in the past year. This contract is used by PCSO.

### **Cooperative Purchasing Agreement Procurements over \$250,000:**

<u>PO/REQ#</u>	<u>AMOUNT</u>	<u>SUPPLIER</u>	<u>ITEM</u>	<u>DEPT.</u>
1. 148920	\$262,755.78	Sanderson Ford	2017 Ford F550 XL 4x4 (2 each)	Public Works

### **Cooperative Purchasing Agreement Procurements between \$100,000 and \$250,000:**

<u>PO #</u>	<u>AMOUNT</u>	<u>SUPPLIER</u>	<u>ITEM</u>	<u>DEPT.</u>
1. 235630	\$119,570.00	ESRI	Enterprise license agreement	IT
2. N/A	\$175,000.00	Protiviti Inc.	Internal audit services	Board of Supervisors



To: Board of Supervisors

From: Elizabeth Zink, Contracts Coordinator

Date: September 7, 2016

Re: PC-120117 Religious Coordinator Services

The purpose of this modification is to extend the term of Pinal County's Religious Coordinator Services contract with:

Good News Jail & Prison Ministry

This will be the fourth option period, from October 17, 2016 through October 16, 2017. There are no option periods remaining.

The County has spent approximately \$45,000 with this supplier in the past year. It is anticipated that a similar amount could be spent in the coming year of the contract.

The Board is also requested to authorize the Finance Director to approve and sign resulting purchase orders and related administrative documents. All other terms and conditions remained unchanged.

Respectfully submitted,

Elizabeth Zink, CPPB  
Contracts Coordinator

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<p>CONTRACT: PC-120117</p> <p>Religious Coordinator Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
--	--	---

## MODIFICATION OF CONTRACT

**Modification Number: (M04)**

**Modification Type:  Bilateral  Unilateral**

**Description:**

The purpose of this modification is to extend the term of the contract for its 4th option year.

In accordance with Pinal County Contract PC-120117 entered into on October 17, 2012 between Good News Jail & Prison Ministry and Pinal County, Pinal County is exercising its unilateral right to extend the contract for the 4th option year, October 17, 2016 through October 16, 2017.

All other terms and conditions of the Contract remain unchanged.

**County:**

NAME AND TITLE OF SIGNER:	
Todd House, Chairman Board of Supervisors	
SIGNATURE:	DATE:  9/7/16



PINAL COUNTY  
wide open opportunity

# Purchase Requisition

<b>Req. Number</b>
<b>148920</b>

**Req. Date: 8/9/2016**  
**Page: 1 of 1**

<b>Department Contact:</b> MENDEZ, ALICIA Phone: - Branch Plant: PW-HUMAN RESOURCES- HURF Fund Source: PUBLIC WORKS/HIGHWAY	<b>Ship to:</b> PUBLIC WORKS 140 N. FLORENCE ST BUILDING F FLORENCE AZ 85132	<b>Supplier:</b> SANDERSON FORD PO BOX 1407 GLENDALE AZ 85301-1407  Phone: 623 - 842-8600 Fax: -
--	--	--

<b>Buyer:</b> Lorina Gillette, CPPB <b>Phone:</b> 520 - 8666639 <b>Email:</b> Lorina.Gillette@pinalcountyaz.gov	<b>Fax:</b> 520 - 8662903	<b>Requested Delivery Date:</b> 12/15/2016 <b>Payment Terms:</b> Net 30 <b>Shipping Terms:</b> FOB Destination
---	---------------------------	--

**Reference:**

AZ State Contract: ADSP014-063240 Exp 1/14/17

Department Contact: Rupert Murrieta 520.866.7930  
Alicia Mendez 520.866.6229

PO emailed to Dave Harris dharris@sandersonford.com

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	2.00	EA		2017 Ford F550 XL 4x4 Crane Body	\$45,937.00	\$91,874.00
2.00	2.00	EA		Knapheide Crane Body	\$75,144.00	\$150,288.00
3.00	2.00	EA		tax	\$10,291.89	\$20,583.78
4.00	2.00	EA		Tire Tax	\$5.00	\$10.00

<b>Total Order:</b> \$262,755.78
----------------------------------

# Purchase Request

Req # \_\_\_\_\_

PO # \_\_\_\_\_

CONTRACT

BPO FY: \_\_\_\_\_

VENDOR: \_\_\_\_\_ Sanderson Ford

1 Requestor / Date Jim Stalter 8/8/2016

2.a Item # / Description 2017 Ford F550 XL 4X4 w/ Crane body

2.b Item # / Description

2.c Item # / Description

2.d Item # / Description

3 Quantity	#2.a	2	#2.b		#2.c		#2.d
4 Unit of Measure	#2.a	EA	#2.b		#2.c		#2.d
5 Unit Cost	#2.a	\$131,377.89	#2.b		#2.c		#2.d
6 Extended Cost	#2.a	\$ 262,755.78	#2.b	\$ -	#2.c	\$ -	#2.d
7 Cost Center (Project)	#2.a	3111664	#2.b		#2.c		#2.d
8 Cost Type (Admin Only)	#2.a	550350	#2.b		#2.c		#2.d
9 Cost Code (Activity)	#2.a		#2.b		#2.c		#2.d
10 Subledger (Admin Only)	#2.a		#2.b		#2.c		#2.d

11 Contract # / BOS: \_\_\_\_\_ Call-To-Bid #: \$499,000.00 19

12 Recommended Vendor Sanderson Ford

13 Scope of Work: Purchase (2) 2017 Ford F550 XL Reg Cab Chass 4x4 - MECHANICS TRUCKS

Ref Quote dated 7/8/16

Deliver to-Pickup By / When: Fleet Services 900 S. Pinal Parkway Florence Az

Attn / Phone: Jim Stalter 520 804 7037

14 Approval / Date  9/16/16

15 Approval / Date  8/9/16

Admin Use Only:

Req Entered Date/By	
Req Approval Date/By	
Req Turned Date/By	



**Government Fleet Sales Managers**

Dave Harris (623) 930-5961 [dharris@sandersonford.com](mailto:dharris@sandersonford.com)  
 Richard Fowler (623) 930-5962 [rfowler@sandersonford.com](mailto:rfowler@sandersonford.com)  
 Tony Friedley (623) 930-5963 [tfriedley@sandersonford.com](mailto:tfriedley@sandersonford.com)  
 Bob Allen (623) 930-5960 [ballen@sandersonford.com](mailto:ballen@sandersonford.com)  
 Tim McWilliams (623)842-8808 [tmac@sandersonford.com](mailto:tmac@sandersonford.com)

**Department Fax: (623) 930-5966**

**Date:** 7/18/2016

**Customer:** Pinal County

**FAX:** \_\_\_\_\_

**Vehicle Description:** 2017 Ford F550 XL Reg Cab Chass 4x4 169"wb/84"ca (F5H)

\*\*\*### STATE of AZ Contract ADSPO14-063240

**Base Price:** \$45,937.00

**Upgrade Options:**

1.	<u>6.7L Powerstroke Diesel</u>	
2.	<u>19500 lbs. GVWR</u>	<u>(68M)</u>
3.	<u>4.88 Ltd Slip Differential</u>	<u>(X8L)</u>
4.	<u>225 Max Trac Tires</u>	<u>(TGB)</u>
5.	<u>NO SPARE TIRE WHEEL/TIRE</u>	
6.	<u>Snow Plow Prep,eng Blk Heater,Daytime Lites</u>	
7.	<u>High Cap Trailer Tow, Brake Controller</u>	
8.	<u>PTO provision, Dual Alternator, Running Boards</u>	
9.	<u>Power Equip Group, XL Value Pkg-Cruise Con</u>	
10.	<u>AM/FM/CD and SYNC bluetooth communication</u>	
11.	<u>Knapheide Crane Body quote 4612</u>	<u>\$75,144.00</u>
12.	<u>approx lead time 60-90 days A.R.O.</u>	

**Upgrade Options Total:** \$75,144.00

**Bid Price (w/options):** \$121,081.00

**Sales Tax (8.5%):** \$10,291.89

**Tire Tax:** \$5.00

**Ford Extended Service Plan:** \_\_\_\_\_

**Total Delivered Price:** \$131,377.89



Auto Safety House  
2630 W. Buckeye Rd  
Phoenix, AZ 85009

PHOENIX  
2630 W. BUCKEYE RD  
PHOENIX, AZ 85009  
PHONE (602) 269-3721

TUCSON  
1492 E. RINSON HWY  
TUCSON, AZ 85718  
PHONE (520) 880-9443

HOLBROOK  
840 S. HICKORY ST  
HOLBROOK, AZ 86025  
PHONE (929) 574-3582

using knapheide chassis

Attn: Rupert

**Customer Review**  
Date / Time: 7/14/2016 2:25:21PM  
Repair Order: 4612  
Customer: 69069  
Branch: 1  
Invoice Total: \$ 75,143.55  
\*\*\*Charge\*\*\*  
Page 1 of 1

Bill To: Sanderson, Don Ford  
Attn: Irma  
6400 N 51st Ave  
Glendale, AZ 85301  
Shop: 623-842-8600

Ship To: Sanderson, Don Ford  
6400 N 51st Ave  
Glendale, AZ 85301

Fax: 623-842-8809

Customer P/O

tnaylor

Unit Number: 1819

Type: TE

Model Year: 2016

VIN: 1FDUF5HT3GEA51819

Completion Date:

Make/Model: Ford F550

Task: 1 05-00404

Complaint:

INSTALL KNAPHEIDE SERVICE BODY

Department: 20 TE

FURNISH CRANE BODY--SEE ADDITIONAL SPEC SHEET.  
WE WILL ALSO INCLUDE 4 CORNER STROBE LIGHTS, AND WELDER OPTION 2 FROM KNAPHEIDE ASH WILL  
INSTALL A 6" VICE AND A LIGHT BAR. BOTH THE LIGHTBAR AND 4 CORNER STROBES WILL BE WIRED TO THE  
UPFITTER SWITCHES INSIDE THE CAB. WE WILL ALSO INCLUDE LOOSE MILLER PACKAGE AND MILLER  
DRIVE ROLL

Supp	Part	Description / Ref Number	U/M	Quantity	List	Price	Extended Price
kn2	KMT1-11-L3706-16	CRANE BODY WITH OPTIONS	Part	Each	1 00	145,804.40	69,900.00
TT	LPX53D-00021	LIGHTBAR	Part	Each	1 00	1,827.00	1,320.75
GRA	6*WILTON	8.5" WILTON RED VISE (4TK29)	Part	Each	1 00	679.25	339.29
EE	MISC	MISC MATERIALS	Part	Each	1 00	120.00	95.00
MS	951580	PRAXAIR-WIRE FEEDER	Part	Each	1 00	5,572.40	2,783.41
MS	053700	SUITCASE	Part	Each	1 00	50.25	25.10
		PRAXAIR-DRIVE ROLL	Part	Each	1 00	50.25	25.10

Totals

Total Parts: \$74,463.55  
 Total Core Chg: \$0.00  
 Total Core Ret: \$0.00  
 Total EHC: \$0.00  
 Total Labor: \$680.00  
 Total Miscellaneous: \$0.00  
 Invoice Subtotal: \$75,143.55  
 Total Tax: \$0.00  
 Invoiced Total: \$75,143.55

Payment Method

Charge



**Master Blanket Purchase Order ADSP014-063240**

Header Information

<b>Purchase Order Number:</b>	ADSP014-063240	<b>Release Number:</b>	0	<b>Short Description:</b>	Medium and Heavy Duty Cab and Chassis
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Lori Noyes	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2014	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	State of Arizona	<b>Location:</b>	STRGC - SPO Strategic	<b>Type Code:</b>	Statewide
<b>Department:</b>	ADSP0 - State Procurement Office	<b>Entered Date:</b>	01/09/2014 05:09:17 PM	<b>Control Code:</b>	
<b>Alternate ID:</b>		<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Print Dest Detail:</b>	If Different	<b>Release Type:</b>	Direct Release	<b>Pcard Enabled:</b>	Yes
<b>Catalog ID:</b>		<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$0.00
<b>Contact Instructions:</b>	Lori.Noyes@azdoa.gov, 602-542-7144				
<b>Master Blanket/Contract End Date (Maximum):</b>	01/14/2019 12:59:59 PM				
<b>Project No.:</b>					
<b>Building Code:</b>					
<b>Cost Code:</b>					
<b>Special Purchase Types:</b>					
<b>PIJ NUMBER:</b>					
<b>Coop Spend To Date:</b>					
<b>Commodity Reference Id:</b>					
<b>PO External Doc Type:</b>					
<b>Agency Attachments:</b>	<u>PO Terms &amp; Conditions - OLD ADSP014-063240 Contract Document.pdf Submitted Offer - Sanderson Ford.PDF Awarded Vehicle Specs - Sanderson Ford.zip Sanderson Ford Pricing</u>				

[- Effective 1.15.14.xlsx Medium and Heavy Duty Cab and Chassis Contract Pricing~9.xlsx](#)  
[2015 Prices Sanderson Change Order No. 1 Sanderson Ford Current Certificate of Insurance 2016 Sanderson Ford Pricing.pdf Contract Amendment No. 4 - Contract Extension~2.pdf](#)

**Vendor Attachments:**

**Agency Attachment Forms:**

**Vendor Attachment Forms:**

**Primary Vendor Information & PO Terms**

<b>Vendor:</b>	9000007237 - DON SANDERSON FORD INC Dave Harris 6400 N 51st Avenue Glendale, AZ 85301 US Email: dharris@sandersonford.com Phone: (623)842-8600	<b>Payment Terms:</b>	<b>Shipping Method:</b>
	FAX: (623)930-5866 Alt. Reference: 70001	<b>Shipping Terms:</b>	<b>Freight Terms:</b>
<b>PO Acknowledgements:</b>	<b>Document</b>	<b>Notifications</b>	<b>Acknowledged Date/Time</b>
	Purchase Order	Emailed to dharris@sandersonford.com at 01/24/2014 12:53:10 PM	01/29/2014 08:07:27 AM

**Master Blanket/Contract Vendor Distributor List**

<u>Vendor ID</u>	<u>Alternative ID</u>	<u>Vendor Name</u>	<u>Preferred Delivery Method</u>	<u>Vendor Distributor Status</u>
9000007237	PZ9000007237	DON SANDERSON FORD INC	Email	Active

**Master Blanket/Contract Controls**

**Master Blanket/Contract Begin Date:** 01/15/2014 **Master Blanket/Contract End Date:** 01/14/2017  
**Cooperative Purchasing Allowed:** Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$266,196.54	\$0.00

**Item information**

1-5 of 15  
 1 2 3

**Print Sequence # 1.0, Item # 1:** Medium Duty Cab and Chassis Class 3 (10,001-14,000 lb GVWR). Please refer to pricing listed in file 'Sanderson Ford Pricing - Effective 1.15.14.xlsx' within Attachments. 3PS - Sent

NIGP Code: 072-03  
 Class 3 Trucks (10,001 - 14,000 lb. GVWR)

Bid # / Bid Item #: ADSP014-00003602 / 1 Quote # / Quote Item #: 000024672 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00
Manufacturer:			Brand:		Model:			
Make:			Packaging:					

Project No.:  
 Building Code:  
 Cost Code:  
 Property Number:

**Print Sequence # 2.0, Item # 7:** Medium Duty Cab and Chassis Class 5 (16,001-19,500 lb GVWR). Please refer to pricing listed in file 'Sanderson Ford Pricing - Effective 1.15.14.xlsx' within Attachments. 3PS - Sent

NIGP Code: 072-05  
 Class 5 Trucks (16,001 - 19,500 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:  
 Make: Packaging:  
 Project No.:  
 Building Code:  
 Cost Code:  
 Property Number:

**Print Sequence # 3.0, Item # 8:** Medium Duty Cab and Chassis Class 6 (19,501-26,000 lb GVWR). Please refer to pricing listed in file 'Sanderson Ford Pricing - Effective 1.15.14.xlsx' within Attachments. 3PS - Sent

NIGP Code: 072-06  
 Class 6 Trucks (19,501 - 26,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:  
 Make: Packaging:  
 Project No.:  
 Building Code:  
 Cost Code:  
 Property Number:

**Print Sequence # 4.0, Item # 9:** Heavy Duty Cab and Chassis Class 7 (26,001-33,000 lb GVWR). Please refer to pricing listed in file 'Sanderson Ford Pricing - Effective 1.15.14.xlsx' within Attachments. 3PS - Sent

NIGP Code: 072-07  
 Class 7 Trucks (26,001 - 33,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:

Make:	Packaging:
Project No.:	
Building Code:	
Cost Code:	
Property Number:	

**Print Sequence # 6.0, Item # 4:** Service Training. Sanderson Ford provides operator, maintenance/repair service training on Ford production vehicles for small groups at the listed rate. 3PS - Sent

NIGP Code: 715-47  
 Manuals: Parts, Personnel, Policy, Purchasing, Training, etc., Not Otherwise Classified

Bid # / Bid Item #: ADSP014-00003602 / 4 Quote # / Quote Item #: 000024672 / 4

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$75.00	HR - Hour	0.00	\$0.00		\$0.00	\$0.00

Manufacturer:	Brand:	Model:
Make:	Packaging:	
Project No.:		
Building Code:		
Cost Code:		
Property Number:		

1-5 of 15  
 1 2 3

Exit

Copyright © 2016 Periscope Holdings, Inc. - All Rights Reserved. AZ-PAS1

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Sanderson\* Ford\***  
**Record Status: Active**

**No Search Results**



PINAL COUNTY  
wide open opportunity

## Purchase Order

**Pinal County Finance Department**  
Purchasing Division  
P.O. Box 1348  
Florence, AZ 85132

**PO Number**

**235630**

This number must appear on all documents pertaining to this order.

**PO Date: 8/16/2016**

**Page: 1 of 1**

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132 Phone: 520-866-6223	INFORMATION TECHNOLOGY DEPARTMENT IT RECEIVING BLDG 75 N. MAIN STREET FLORENCE AZ 85132	ESRI FILE #54630 LOS ANGELES CA 90074-4630  Phone: 800 - 447-9778 X2044 Fax: 909 - 307-3049

**Or email invoice to:**  
[FinanceInvoices@pinalcountyz.gov](mailto:FinanceInvoices@pinalcountyz.gov)

**Confirming to:**

<b>Buyer: Lori Pruitt, Buyer II</b>	<b>Requested Delivery Date: 9/14/2017</b>
<b>Phone: 520 - 866-6262</b>	<b>Payment Terms: Net 30</b>
<b>Fax: 520 - 866-2903</b>	<b>Shipping Terms: FOB Destination</b>
<b>Email: lori.pruitt@pinalcountyz.gov</b>	

**Reference: AZ STATE CONTRACT: ADSPO15-097108 EXPIRES 6/25/17**

Quotation # 20492108

Amendment 2 to ELA #2012ela2369 between Pinal County and Environmental Systems Research Institute (ESRI) to extend period of performance, update product list and pricing and to add training.

Period extended for additional 3 year term beginning 9/15/16 through 9/14/19

Customer # 231814

Department Contact: Curt Lindblom 520-866-6035

PO emailed to: Nancy Bohac - nbohac@esri.com

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	1.00	EA	108403	Year 1: Enterprise License Agr County GIS licenses.	\$110,000.0 0	\$110,000.00
2.00		LS		sales tax	\$0.00	\$9,570.00

**Total Order: \$119,570.00**

Failure to send invoice to above address will result in delay of payment.  
Direct all payment questions to Accounts Payable at 520-866-6223.  
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions contained on the Purchasing website:  
<http://pinalcountyz.gov/Departments/Finance/Documents/Standard%20PO%20Terms.pdf>

08/17/2016  
DATE

*Lori Pruitt*  
Buyer Signature



**ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**  
 One International Court  
 Broomfield, CO 80021  
 Phone: 303-449-7779 Fax: 909-307-3049  
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
**Quote is valid from: 08/03/2016 To: 11/01/2016**

**Quotation # 20492108**

Date: August 3, 2016

Customer # 231814 Contract #

County of Pinal  
 Information Technology Dept  
 31 N Pinal St  
 Florence, AZ 85132-9713

ATTENTION: Curt Lindblom  
 PHONE: (520) 866-6035  
 FAX: 520-866-6662

Material	Qty	Description	Unit Price	Total
108403	1	Year 1: Enterprise License Agreement	110,000.00	110,000.00
			Item Total:	110,000.00
			Subtotal:	110,000.00
			Sales Tax:	9,570.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			<b>Total:</b>	<b>\$119,570.00</b>

Quotation for Year 1 Enterprise License Agreement (renewal) payment. For budgetary purposes, please note that this same amount will be due annually for contract years 2 and 3, per Enterprise License Agreement. Please see accompanying offer letter and agreement documents for additional details on deliverables and terms of ELA.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:** Nancy Bohac **Email:** [nbohac@esri.com](mailto:nbohac@esri.com) **Phone:** 303-449-7779 x8292

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at [www.esri.com/legal](http://www.esri.com/legal), which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

***If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630***



Amendment No. 2  
to  
Enterprise License Agreement No. 2012ELA2369 (ELA)  
between  
County of Pinal (County)  
and  
Environmental Systems Research Institute, Inc. (Esri)

This Amendment No. 2 is effective as of September 15, 2016 and changes the ELA Enterprise to extend the period of performance, update the product list and update pricing, and to add training as follows:

**1. Enterprise License Terms and Conditions E512:**

1.1 Section 7.1 Term. The following new sentence is added to section 7.1 Term:

“The ELA is extended for an additional three year period beginning September 15, 2016 and expiring on September 14, 2019 unless terminated earlier as provided herein.”

1.2 Appendices. During the extended period beginning September 15, 2016 and expiring on September 14, 2019, Appendix A, Software and Deployment Schedule and Appendix B Enterprise License Fee Schedule are updated with new appendices, both attached hereto and incorporate herein by reference.

All other terms and conditions of the ELA as amended shall remain the same. Accepted and agreed:

COUNTY OF PINAL  
(County)

Signature: Levi D. Gibson

Printed Name: Levi D. Gibson

Title: Finance Director

Date: 8/16/16

ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC.  
(Esri)

Signature: \_\_\_\_\_

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

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

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

**APPENDIX A  
SOFTWARE AND DEPLOYMENT SCHEDULE**

During the extended period beginning September 15, 2016 and expiring on September 14, 2019, County may Deploy the Enterprise License Software up to the total quantity of licenses indicated below to Licensees.

**Table A-1  
EA Products—Uncapped Quantities**

<b>Product</b>	<b>Total Qty. to Be Deployed</b>
<b>ArcGIS Desktop Products:</b> ArcGIS for Desktop Advanced, Standard and Basic (Single and Concurrent Use)	Uncapped
<b>ArcGIS Desktop Extensions:</b> 3D Analyst, Spatial Analyst, Network Analyst, Geostatistical Analyst, ArcGIS Publisher, ArcGIS Schematics, and ArcGIS Workflow Manager (Single and Concurrent Use), and ArcGIS Data Reviewer	Uncapped
<b>ArcGIS Server-based Products:</b> ArcGIS Server Workgroup and Enterprise (Advanced, Standard and Basic)	Uncapped
<b>ArcGIS Server Extensions:</b> 3D, Network, Spatial, ArcGIS Workflow Manager, Geostatistical, Schematics, Image, GeoEvent	Uncapped
<b>ArcGIS Engine Deployment Licenses</b>	Uncapped
<b>ArcGIS Runtime Deployment Licenses</b>	Uncapped
<b>ArcGIS Runtime Extensions:</b> Spatial Analyst, 3D Analyst, Network Analyst	Uncapped

**Table A-2  
EA Products—Capped Quantities**

<b>Item</b>	<b>Rolled-In Qty. (if applicable)</b>	<b>Qty. to Be Deployed</b>	<b>Total</b>
<b>Esri Developer Network Standard</b>	N/A	2	2

  

<b>Product</b>	<b>Number of Subscriptions</b>	<b>Named Users per Subscription</b>	<b>Annual Credits per Subscription</b>
<b>ArcGIS Online for Organization, Level 2 annual subscription</b>	1	50	10,000
<b>Esri Business Analyst Online, Level 1 annual subscription</b>	1	5	N/A
<b>Navigator for ArcGIS</b>	1	5	N/A



TRAINING TERMS AND CONDITIONS

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

APPENDIX B
ENTERPRISE LICENSE FEE SCHEDULE

During the extended period beginning September 15, 2016 and expiring on September 14, 2019, the ELA Fee is \$330,000. The ELA Fee is in consideration of the Enterprise License Software, ELA Maintenance, and Esri International User Conference registrations.

Table with 5 columns: Year 4 (2016), Year 5 (2017), Year 6 (2018), and ELA Fee. Row 1: Payments, \$110,000, \$110,000, \$110,000, \$330,000.

Table with 2 columns: Description and Value. Rows include: Number of Esri International User Conference Registrations per year (4), Number of Tier 1 Help Desk Individuals (4 callers), Number of Sets of Backup Media, if Requested (5), Support Incidents for EDN (One (1) 10-Pack/Year), and Term of ELA pursuant to Section 7.1 (Three additional years from September 15, 2016 to September 14, 2019).





**Master Blanket Purchase Order ADSP015-097108**

Header Information

<b>Purchase Order Number:</b>	ADSP015-097108	<b>Release Number:</b>	0	<b>Short Description:</b>	ESRI Software and Support Agreement – Statewide
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Blair Koolick	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2015	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	State of Arizona	<b>Location:</b>	STRGC - SPO Strategic	<b>Type Code:</b>	Statewide
<b>Department:</b>	ADSP0 - State Procurement Office	<b>Entered Date:</b>	06/10/2015 01:37:59 PM	<b>Control Code:</b>	
<b>Alternate ID:</b>	ESRI Contract 2015MPA4087	<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Days ARO:</b>	30	<b>Print Dest Detail:</b>	If Different	<b>Pcard Enabled:</b>	Yes
<b>Catalog ID:</b>		<b>Release Type:</b>	Direct Release	<b>Tax Rate:</b>	
<b>Contact Instructions:</b>	Blair Koolick Blair.Koolick@Azdoa.gov	<b>Actual Cost:</b>			\$0.00

**Master Blanket/Contract End Date (Maximum):** 06/24/2020 05:00:00 PM

**Project No.:**

**Building Code:**

**Cost Code:**

**Special Purchase Types:** Competition Impracticable

**PIJ NUMBER:**

**Coop Spend To Date:**

**Commodity Reference Id:**

**PO External Doc Type:**

**Agency Attachments:** [Fully Executed Contract Document](#) [Master Purchase Agreement](#) [License Agreement](#) [Price List as of June 2015](#) [Attachment 1](#) [Attachment 2](#) [Attachment 3](#) [Attachment 4](#) [Attachment 5](#)

Attachment 6 Contract Summary Current Insurance COI State of Arizona updated price list 4 12 16.pdf

**Vendor Attachments:**

**Agency Attachment Forms:**

**Vendor Attachment Forms:**

**Primary Vendor Information & PO Terms**

<b>Vendor:</b>	9000000132 - <b>ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC</b> Customer Service 380 New York Street Redlands, CA 92373-8100 US Email: Bids@esri.com Phone: (909)793-2853 FAX: (909)807-3020	<b>Payment Terms:</b> Net 30	<b>Shipping Method:</b> Best Way
		<b>Shipping Terms:</b> F.O.B., Destination	<b>Freight Terms:</b> Freight Prepaid

**PO Acknowledgements:**

	Notifications	Acknowledged Date/Time
Alt. Reference: Z0001 Purchase Order	Emailed to Bids@esri.com at 06/24/2015 11:35:21 AM	06/24/2015 10:25:14 AM
Change Order 1	Emailed to Bids@esri.com at 06/30/2015 10:47:19 AM	06/30/2015 09:59:07 AM
Change Order 2	Emailed to Bids@esri.com at 02/09/2016 12:14:02 PM	
Change Order 3	Emailed to Bids@esri.com at 03/23/2016 10:42:02 AM	
Change Order 4	Emailed to Bids@esri.com at 04/12/2016 11:05:31 AM	
Change Order 5	Emailed to Bids@esri.com at 05/27/2016 07:39:34 AM	

**Master Blanket/Contract Vendor Distributor List**

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000000132	PZ9000000132	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	Email	Active

**Master Blanket/Contract Controls**

**Master Blanket/Contract Begin Date:** 06/25/2015 **Master Blanket/Contract End Date:** 06/24/2017  
**Cooperative Purchasing Allowed:** Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$543,854.05	\$0.00

**Item Information**

<b>Print Sequence # 1.0, Item # 1:</b> See Current Pricing; use this item line to summarize order.							3PS - Sent	
NIGP Code: <u>209-49</u> Geographic Information System (GIS) Software								
Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer:	Brand:	Model:
Make:	Packaging:	
Project No.:		
Building Code:		
Cost Code:		
Property Number:		

<b>Print Sequence # 2.0, Item # 2:</b> Freight/Shipping/Delivery							3PS - Sent	
NIGP Code: <u>962-86</u> Transportation of Goods and Other Freight Services								
Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00
Manufacturer:	Brand:	Model:						
Make:	Packaging:							
Project No.:								
Building Code:								
Cost Code:								
Property Number:								

Exit

Copyright © 2016 Periscope Holdings, Inc. - All Rights Reserved. AZ-PAS1



PINAL COUNTY  
wide open opportunity

# Purchase Requisition

235630

<b>Req. Number</b>
<b>148884</b>

Req. Date: 8/4/2016  
Page: 1 of 1

<b>Department Contact:</b> TRENT, CHRISTINE A Phone: - Branch Plant: IT-EXECUTIVE MANAGEMENT Fund Source: GENERAL FUND	<b>Ship to:</b> INFORMATION TECHNOLOGY DEPARTMENT IT RECEIVING BLDG 75 N. MAIN STREET FLORENCE AZ 85132	<b>Supplier:</b> ***  Phone: - Fax: -
--	---	---

<b>Buyer:</b> Lori Pruitt, Buyer II <b>Phone:</b> 520 - 866-6262 <b>Email:</b> lori.pruitt@pinalcountyaz.gov	<b>Fax:</b> 520 - 866-2903	<b>Requested Delivery Date:</b> 8/11/2016 <b>Payment Terms:</b> Net 30 <b>Shipping Terms:</b> FOB Destination
--	----------------------------	---

**Reference:**

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	1.00	EA	108403	Year 1: Enterprise License Agr	\$110,000.00 0	\$110,000.00
2.00		LS		sales tax	\$0.00	\$9,570.00

<b>Total Order:</b> \$119,570.00
----------------------------------

## STATEMENT OF WORK

*Check one*

**Project**    **Staff Augmentation**

This is a **Statement of Work** by and between Pinal County ("**Client**") as outlined in the Intergovernmental agreement, and Protiviti Inc. ("**Protiviti**"). It is pursuant to the agreement and contract serial 12049-RFP effective September 1, 2015 through August 31, 2018. This Statement of Work shall be effective upon the first to occur of: (i) the date Protiviti commences providing the Services or (ii) the date it is signed by both parties.

**1. Engagement Team Leaders and Project Staffing:**

Eric Groen – Managing Director  
Jarret Judson – Senior Manager (Engagement Manager)

**2. Administrative Client Contacts:**

Levi Gibson – Finance Director  
Leo Lew – Assistant County Manager

**3. Name of Project:**

FY 2016/2017 Internal Audit Services

**4. Project Description:**

- Protiviti will provide internal audit services for Client in coordination with the Client and under the direction of the Board of Supervisors.
- The scope of work is: (i) update the annual Enterprise Risk Assessment (ERA); (ii) update the annual internal audit plan with the Board of Supervisors; (iv) execute the individual internal audit engagements identified in the internal audit plan noted above; and (v) monitor Client Silent Whistle activity.
- The annual internal audit plan will describe the scope and nature of individual audits and other services to be completed in the period covered by the audit plan. The audit plan and any changes will be approved by the Board of Supervisors.
- Internal audit related services that may be performed by Protiviti include, but are not limited to:
  - Developing scope and drafting planning documentation for individual audits delineated by compliance assurance, strategic decision-making support, consulting services or other categories;
  - Gather documentation and information relevant to each internal audit engagement and execute the internal audit workprogram;
  - Document process and control issues identified throughout the internal audit engagement;
  - Communicate identified issues, which may include associated factual findings, applicable authority, risk considerations, recommendations and business unit responses, to the client's Audit Committee, management and stakeholders in a format acceptable to the Board of Supervisors, typically an Internal Audit Report;
  - Assist client's Audit Committee in communications with the Board of Supervisors;
  - Attending Audit Committee or Board of Supervisor meetings, as necessary and appropriate and briefing attendees on relevant identified risk areas and control issues in addition to reporting overall progress of the internal audit plan;
  - Follow-up on process and control issues identified in internal audit engagements to validate remediation.

**5. Client's Responsibilities:**

- Client will maintain overall sponsorship of the engagement;
- Client will inform all appropriate internal resources of this engagement and communicate the level of commitment that must be made to ensure a successful engagement;
- Client will provide access to appropriate personnel (including senior management) to facilitate the performance of the engagement;
- Client personnel will be available and dedicate the appropriate time required during the engagement;
- Client will ensure all information provided to Protiviti is accurate, complete and timely, contains no material omission or intentional errors, and is updated on a prompt and continuous basis; and
- Client will provide facilities and other assets necessary for Protiviti to reasonably perform these services.

**6. Fees:**

Protiviti will charge for this work based upon the level of expertise and time required to complete the project on a time and materials basis plus actual out-of-pocket expenses incurred. A schedule of expenses will be provided to the Client with each invoice.

Protiviti's rates are as follows:

<b>Level</b>	<b>Contracted Rate</b>
Managing Director	\$380
Director	\$320
Associate Director	\$320
Senior Manager	\$250
Manager	\$200
Senior Consultant	\$165
Consultant	\$130

**7. Deliverables:**

Protiviti shall provide the following Deliverables to the Client in a time and manner approved by the Client:

- Updated Enterprise Risk Assessment (ERA) and Annual Internal Audit Plan;
- Internal Audit Planning and Scoping Memo;
- Internal Audit Work Program;
- Work papers supporting internal audit procedures performed;
- Internal Audit Report, documenting the results of work performed;
- Follow-Up Reports to validate remediation; and
- Engagement Status and Updates, as deemed necessary by the Client.

Executed this \_\_\_\_\_ day of August, 2016.

All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

**PROTIVITI INC.**

**Pinal County**

By:   
Eric Groen  
Managing Director

By: \_\_\_\_\_  
Todd House  
Pinal Board of Supervisors