



## PURCHASING DIVISION REPORT

October 19, 2016

### SOLE SOURCE PROCUREMENT OVER \$100,000:

The Board is requested to approve the following purchase request per Pinal County Procurement Code section PC1-341 governing sole source purchases over \$100,000:

REQ#	AMOUNT	SUPPLIER	ITEM	DEPT.
1. 149217	\$168,224.44	Cisco Capital Corporation	3 year lease of web & email security software	IT

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

PO/REQ#	AMOUNT	VENDOR	ITEM	DEPT.
1. 235088	Modification \$500,000.00 Revised total \$749,999.00	Senergy Petroleum LLC	Bulk Fuel	Fleet

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

PO #	AMOUNT	SUPPLIER	ITEM	DEPT.
1. N/A	\$53,433.75	Midway Chevrolet	Trade-in on purchase of 3 each 2017 Chevrolet Silverado pickups	Animal Control

### Contracts signed by County Manager or Director of Finance:

The Board is notified of the following procurements under \$250,000 that were signed as authorized by Resolution 021506-CM. This resolution authorizes the Director of Finance and/or the County Manager to execute and sign contracts on behalf of the County without prior Board approval:

PO #	AMOUNT	SUPPLIER	ITEM	DEPT.
1. 235707	\$10,000.00	Tax Management Associates, Inc.	Property Tax Audit Services	Assessor

#### FINANCE



PINAL COUNTY  
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2.	235738	\$14,000.00	iAM HCM Consulting, LLC	E1 Consulting Services	IT
3.	235823	\$13,210.00	MGT of America, Inc.	Cost allocation plan	Finance
4.	235828	\$2,250.00	Innovative Interfaces, Inc.	Server staging services	Library District

 <b>P I N A L • C O U N T Y</b> <i>Wide open opportunity</i>	<b>PINAL COUNTY FINANCE</b> <b>DIVISION OF PROCUREMENT</b> <b>REQUEST/JUSTIFICATION FOR SOLE SOURCE</b> <b>PURCHASE</b> <b>(In Accordance with PC Procurement Code PC1-340, 341, &amp; 342)</b>
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Requestor: Steven Frazier Date: 9/30/2016  
 Department: Information Technology Phone No: 520-866-6649  
 Suggested Vendor: Cisco Capital Corporation Requisition No: 149217

ESTIMATED DOLLAR AMOUNT: \$168,234.44  
 ITEM/SERVICE TO BE PURCHASED: Web and email security software, 3 year contract.

**REASON FOR REQUESTING SOLE SOURCE (Check All Applicable):**

- Item must match existing equipment because:
- Technical characteristics of requested item are essential to our needs because:
- Other manufacturers of this type of product or service do not meet our minimum requirements. For Example:

Manufacturer: \_\_\_\_\_  
 Reason: \_\_\_\_\_

Manufacturer: \_\_\_\_\_  
 Reason: \_\_\_\_\_

Manufacturer: \_\_\_\_\_  
 Reason: \_\_\_\_\_

- No other manufacturer of this type of product exists. (attach a signed statement from the vendor)

Other (includes course-specific material):  
 The County is able to enter into a 3 year agreement for web and email security software at an \$86,000 savings over a 1 year agreement. For budgeting purposes, the County wants to lease the 3 year agreement over 3 years through Cisco Capital Corporation. Cisco Capital Corporation is the leasing vendor for the Cisco software to be purchased.

**REQUESTOR:**

Signature:  Date: 10/4/16  
 Printed Name: STEVEN FRAZIER Title: \_\_\_\_\_



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**PINAL COUNTY FINANCE  
DIVISION OF PROCUREMENT  
REQUEST/JUSTIFICATION FOR SOLE SOURCE  
PURCHASE**

**(In Accordance with PC Procurement Code PC1-340, 341, & 342)**

Reviewed and Approved by Department Director:

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

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

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

**PROCUREMENT OFFICER REVIEW & RECOMMENDATION**

Sole source justification is adequate and purchase to be authorized without competitive bidding.

Sole source justification is inadequate and requisition to be returned to requestor.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sole source justification is inadequate and additional quotation will be solicited or RFP/IFB issued.

**PROCUREMENT OFFICER:**

Signature: *[Handwritten Signature]*

Date: 10/4/16

**PROCUREMENT MANAGER:**

Signature: *[Handwritten Signature]*

Date: 10/5/16

**APPROVE / DISAPPROVE:**

**CHIEF FINANCIAL OFFICER (under \$100K)**

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

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

**BOARD OF SUPERVISORS (\$100K +)**



P I N A L • C O U N T Y  
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**PINAL COUNTY FINANCE  
DIVISION OF PROCUREMENT  
REQUEST/JUSTIFICATION FOR SOLE SOURCE  
PURCHASE**

**(In Accordance with PC Procurement Code PC1-340, 341, & 342)**

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

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

**Chairman**



World Wide Technology, Inc.

Sales Quotation	Submitted By	Submitted To
<b>Quote Number:</b> 4258509.10 <b>Customer:</b> Pinal County <b>Quote Date:</b> 09/19/2016 <b>Quote Name:</b> Pinal_Hybrid_WebSec_+AMP_3YR_2016 <b>Contract:</b> State of AZ Networking ADSPO16-137345 Exp. Date: 06/29/2021	<b>ISR:</b> Grenda, Angela M. <b>P:</b> (602) 472-7307 Angela.Grenda@wwt.com <b>AM:</b> Heard, Corey S <b>P:</b> (480) 736-7337 <b>F:</b> (602) 472-7201 Corey.Heard@wwt.com	Troy Miller tmiller@hyetechnetworks.com

Line	Mfr Part # Mfr Name	Lead Time	Qty	Cust Price	Ext Price
1	HYB-WEB-SEC CISCO SYSTEMS (CISCOPRO)	Call	1	\$0.00	\$0.00
Description: Hybrid Web Security Bundle					
2	L-WSA-WSP-HYB-LIC= CISCO SYSTEMS (CISCOPRO)	21d	2050	\$0.00	\$0.00
Description: Hybrid Web Premium SW Bundle (WREP+WUC+AMAL) Licences					
3	L-H-WSA-WSP-3Y-S5 CISCO SYSTEMS (CISCOPRO)	Call	2050	\$35.63	\$73,041.50
Description: Hybrid WebSecurity Premium, 3 YR, 2,000-2,999 Users Service Duration: 36 Months					
4	L-CWS-HYB-LIC= CISCO SYSTEMS (CISCOPRO)	21d	500	\$0.00	\$0.00
Description: Cisco Hybrid Web Security - Cloud (CWS)					
5	L-H-CWS-3Y-S3 CISCO SYSTEMS (CISCOPRO)	Call	500	\$45.00	\$22,500.00
Description: Hybrid Cloud Web Security Essentials, 3YR, 500-999 Users Service Duration: 36 Months					
6	L-CWS-LOG-LIC= CISCO SYSTEMS (CISCOPRO)	21d	500	\$0.00	\$0.00
Description: Cisco Cloud Web Security Log Extraction					
7	L-CWS-LOG-3Y-S3 CISCO SYSTEMS (CISCOPRO)	Call	500	\$4.39	\$2,195.00
Description: CWS Log Extraction, 3YR, 500-999 Users Service Duration: 36 Months					
8	SMA-WSPL-LOW-LIC= CISCO SYSTEMS (CISCOPRO)	2d	2550	\$0.00	\$0.00
Description: Web Security Advanced Reporting License - Lower Data Tier					
9	SMA-WSPL-LO-3Y-S5 CISCO SYSTEMS (CISCOPRO)	Call	2550	\$1.89	\$4,819.50
Description: Advanced Reporting, Lower Tier, 3Y, 2000-2999 Users Service Duration: 36 Months					

Line	Mfr Part # Mfr Name	Lead Time	Qty	Cust Price	Ext Price
10	WSA-AMP-LIC= CISCO SYSTEMS (CISCOPRO)	2d	2050	\$0.00	\$0.00
Description: WSA Advanced Malware Protection License					
11	WSA-AMP-3Y-S5 CISCO SYSTEMS (CISCOPRO)	Call	2050	\$13.82	\$28,331.00
Description: Web Advanced Malware Protection 3YR Lic Key, 2000-2999 Users Service Duration: 36 Months					
12	CWS-AMP-LIC= CISCO SYSTEMS (CISCOPRO)	Call	500	\$0.00	\$0.00
Description: Cloud Web Security Adv Malware Protection					
13	CWS-AMP-3Y-S3 CISCO SYSTEMS (CISCOPRO)	Call	500	\$20.01	\$10,005.00
Description: CWS Advanced Malware Protection, 3YR, 500-999 Users Service Duration: 36 Months					
14	ESA-AMP-LIC= CISCO SYSTEMS (CISCOPRO)	2d	2000	\$0.00	\$0.00
Description: ESA Advanced Malware Protection License					
15	ESA-AMP-3Y-S5 CISCO SYSTEMS (CISCOPRO)	Call	2000	\$7.01	\$14,020.00
Description: Email Advanced Malware Protection 3YR Lic Key, 2K-2999 Users Service Duration: 36 Months					
16	TRN-CLC-001 CISCO SYSTEMS (CISCOPRO)	Call	1	\$0.00	\$0.00
Description: 100 Prepaid training credits:Redeem w/Cisco Learning Partnrs Service Duration: 12 Months					

**Totals**

<b>Product Total</b>	\$154,912.00
<b>Maintenance Total</b>	\$0.00
<b>Customer Total</b>	\$154,912.00
<b>Estimated Shipping</b>	TBD
<b>Estimated Tax</b>	\$13,322.44
<b>Total Price:</b>	<b>\$168,234.44</b>

This quote is WWT Confidential Information.

Seller provides all products and services to Buyer only in accordance with any applicable third party terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.

Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.

Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.

Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

All delivery dates are approximate and not guaranteed.

Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract.

Title and risk of loss will transfer to Buyer at WWT's shipping point.

Payment terms are net 30, unless otherwise agreed to by both parties in writing.

All products and services are provided to Buyer in accordance with Seller's terms of sale:

<https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc>

Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.



# Installment Payment Agreement Reference TFV 112309 (Support Only)

Capital

<b>OBLIGOR</b>	Full Legal Name <b>PINAL COUNTY</b>				Phone Number <b>520-866-6649</b>	
	Billing Address <b>31 N PINAL ST PO BOX 1348 FLORENCE AZ 85132</b>				Purchase Order Requisition Number	
	System Location (if not same as above)				County	
Send Invoice to Attention of: <b>ACCOUNTS PAYABLE</b>						

<b>SYSTEM INFORMATION</b>	<b>3 YEARS CISCO HYBRID SOFTWARE SECURITY BUNDLE</b>
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<b>PAYMENT INFORMATION</b>	Number of Payments	Payment	Term (in Months):	Payment Frequency:	Total Financed Amount:
	3	\$56,078.15	36	ANNUAL	\$168,234.44
			Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS)

**TERMS AND CONDITIONS**

**1. Agreement:** You ("Obligor") agree to pay us ("Payee"), pursuant to this Agreement, the installment payments identified above for the System (defined as the software ("Software") and the right to receive consulting, maintenance and other related services (collectively, "Support") listed above). IF THIS AGREEMENT HAS BEEN PROVIDED TO OBLIGOR ELECTRONICALLY AND OBLIGOR WISHES TO ENTER INTO THIS AGREEMENT ELECTRONICALLY, OBLIGOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE OBLIGOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. You authorize us to adjust your payments by up to 15% if the System cost and/or included taxes and charges differ from the estimates upon which we calculated the installment payments. You are deemed to have unconditionally and irrevocably accepted the System on the earlier of (i) the date you sign the Acceptance below or (ii) if we in our sole discretion do not require that you sign the Acceptance, the date the System is delivered or otherwise provided to you, unless you notify us in writing of your non-acceptance within two (2) days of the date the System is delivered or otherwise provided to you ("the Commencement Date"). The Agreement starts on the Commencement Date and the periodic payments ("Payments") shall be payable in advance beginning on the Commencement Date or any later date designated by us and thereafter until all amounts are fully paid. If we designate the Payments to begin later than the Commencement Date, you will pay an interim payment for the System's use for the period from the Commencement Date until the first Payment due date, based on the Payment amount, the number of days in the period, and a year of 360 days. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTERCLAIM FOR ANY REASON WHATSOEVER. You agree to pay us a fee of \$99.95 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the Agreement term. Security deposits are non-interest-bearing, unless otherwise required by law, and may be applied to cure a default. If you are not in default, we will return the deposit to you at Agreement termination. You will pay us a late charge of 5% of the payment or \$10, whichever is greater, on any payment not made when due. We may charge you a fee of \$25 for any check that is returned. YOU ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION HEREOF.

**2. Warranty Disclaimer; Use and Maintenance:** WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. To the extent made to us, we transfer to you any manufacturer or provider warranties for the System. You are required at your cost to keep the System in good working condition and to pay for all supplies and repairs. If the System includes the cost of Support provided by a third party, you agree that we are not responsible to provide the Support and you will make all Support claims against the third party. You agree that any Support or Software claims will not impact your obligation to pay all payments when due.

**3. Assignment:** You may not transfer, sell, sublease, assign, pledge or encumber either the System or any rights herein without our prior written consent. You agree that we may sell, assign, or transfer this Agreement and our interest in the System, or any portion thereof, without your consent and the transferee will not have to perform any of our obligations and the rights of the transferee will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

**4. Taxes:** You are responsible for and agree to pay when due, either directly or as reimbursement to us, and indemnify us against, all taxes (i.e., sales, use and personal property taxes) and charges in connection with the purchase, ownership and use of the System except for taxes or charges included in the Total Financed Amount.

**5. Default and Remedies:** You are in default under this Agreement if: a) you fail to pay any amount when due; or b) you breach any other obligation under this Agreement or any other agreement with us. If you are in default we may: (i) declare the entire balance of unpaid payments for the full term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Agreement, with future payments discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Agreement term, all as reasonably determined by us, or (B) 3% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) require that you immediately return the System to us or we may peaceably repossess it if you fail to return it to us, and/or (v) cause any Software or Support provider to terminate, as applicable, all of your rights to use or have available, as applicable, any or all of any or all Software and/or Support, and you acknowledge that Cisco Systems, Inc., or any affiliate thereof (collectively, "Cisco"), as third party beneficiary of this provision, may terminate your right to use any or all Cisco Software and/or Cisco Support under any Software or Support arrangement, without liability for any reason whatsoever. Any return or repossession will not be considered a termination or cancellation of this Agreement. You remain liable for any deficiency with any excess being retained by us.

**6. Miscellaneous:** This Agreement shall be governed and construed in accordance with the laws of state of New York, and, as applicable, the Electronics Signatures in Global and National Commerce Act. YOU CONSENT TO JURISDICTION, PERSONAL OR OTHERWISE, IN ANY STATE OR FEDERAL COURT IN NEW YORK. YOU AND WE HEREBY WAIVE A TRIAL BY JURY IN ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT. You agree that the System will only be used for business purposes and not for personal, family or household use. You agree that a facsimile copy of the Agreement with facsimile signatures, or an electronic version of this Agreement with electronic signatures, may be treated as an original and will be admissible as evidence of the Agreement. We may inspect the System during the Agreement term.

<b>OBLIGOR</b>	<b>You agree that this is non-cancelable.</b>	
	Signature	Date <b>08/19/16</b>
	Title <b>Chairman, Board of Supervisors</b>	Print Name <b>Todd House</b>
	Obligor (Full Legal Name): <b>PINAL COUNTY</b>	

<b>PAYEE</b>	<b>Cisco Systems Capital Corporation</b>	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	PHONE: (866) 247-2680 • FAX: (877) 247-2690	
	Commencement Date	Agreement Number
Accepted By:		

<b>ACCEPTANCE</b>	The System has been received, put in use, is in good working order and is satisfactory and acceptable for all purposes hereof.	
	Signature	Date
	Print Name	Title

<b>GUARANTY</b>	I, the undersigned, hereby guaranty prompt payment of all the Obligor's obligations. Payee is not required to proceed against the Obligor or enforce other remedies before proceeding against me. I agree to accept and all other notices or demands of any kind to which I may be entitled. I consent to any extension or modification granted to the Obligor and the release and/or compromise of any obligations of the Obligor or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Payee. This guaranty is governed by and constituted in accordance with the laws of the State of New York, and, as applicable, the Electronics Signatures in Global and National Commerce Act. I CONSENT TO NON-EXCLUSIVE JURISDICTION IN ANY STATE OR FEDERAL COURT IN NEW YORK. YOU AND WE HEREBY WAIVE TRIAL BY JURY. IF THIS GUARANTY HAS BEEN PROVIDED ELECTRONICALLY AND ANY GUARANTOR WISHES TO ENTER INTO THIS GUARANTY ELECTRONICALLY, SUCH GUARANTOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE SUCH GUARANTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY.	
	Signature	Name of Guarantor

# CISCO FISCAL FUNDING ADDENDUM

<b>INFORMATION</b>	Lessee/Obligor (full legal name) <u>PINAL COUNTY</u> ("Customer")
	DBA (if any) _____ Lessor/Payee/Seller <u>Cisco Systems Capital Corporation</u> ("Company")
	Lease/Installment Payment Agreement/Contract No. <u>TFV 112309</u> dated _____ (the "Agreement")
	Master Lease Agreement/Master Installment Agreement No./Master Rental Agreement (if any) _____

This Fiscal Funding Addendum ("Addendum"), dated as of SEPTEMBER 20, 2016, is made part of and amends the above-referenced Agreement by and between Company and the above-referenced Customer. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

Customer warrants that it has funds available to pay all rents or installment payments, as applicable ("Payments") payable under the Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"), Customer may, subject to the conditions herein and upon prior written notice to Company (a "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (i) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (ii) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (iii) on or before the Non-Appropriation Date return the Equipment to Company at a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and, (iv) at Customer's expense, pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date. In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the security deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

- (a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State in which it is organized.
- (b) Customer is authorized under the constitution and laws of such State, and has been duly authorized to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (c) This Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Customer has complied with such public bidding requirements as may be applicable to this Agreement.
- (e) The Equipment, together with the software, support and services, if any, subject to the Agreement, are essential to the function of Customer or to the services Customer provides to its citizens, and Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment (and such software, support and services, if any), which need is not temporary or expected to diminish in the foreseeable future.
- (f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay amounts coming due under any lease, lease purchase, rental, installment sale or other similar agreement.

This Addendum is not intended to permit Customer to terminate the Agreement at will or for convenience.

Except as expressly modified by this Addendum, the Agreement remains in full force and effect. In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control. A facsimile copy of this document with facsimile signatures may be treated as an original and will be admissible as evidence in a court of law. Customer authorizes Company to correct or insert missing information (including but not limited to the Agreement number and description) in this Addendum.

Intending to be legally bound, each of the parties has caused this Addendum to be executed by its duly authorized representative.

<b>CUSTOMER SIGNATURE</b>	Signature X _____ <small>(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF LESSEE)</small>
	Print Name <u>Todd House</u>
	Title <u>Chairman, Board of Supervisors</u> Date <u>10/19/16</u>
	Customer <u>PINAL COUNTY</u>

<b>ACCEPTED BY COMPANY</b>	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership <u>Cisco Systems Capital Corporation</u>

# BILLING INFORMATION

## PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for Cisco Systems Capital Corporation to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: PINAL COUNTY  
Would you like your invoices emailed to you?  Yes  No  
Email Address(es): financeinvoices@pinalcountyz.gov  
**\*YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@LEASEDIRECT.COM**  
Billing Address: PO Box 1348  
Florence, AZ 85132  
Attention: Accounts Payable  
Telephone Number: (520)866-6250  
FEDERAL ID#: 86-6000556

### SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? If so, please attach a copy of the purchase order (front & back) for our file.  Yes  No

Is a new purchase order required for each new fiscal period?  Yes  No

If yes, provide month/year PO expires 06/30/2017

Do you have multiple contracts, and would like them all billed on one invoice (Summary Billing)?  Yes  No

Are you tax exempt? If yes, please attach a copy of exempt certificate or direct pay permit.  Yes  No

Do you require any special information to establish a vendor number for \_\_\_\_\_?  Yes  No

If yes, please advise: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

Would you prefer the same billing date for all Contracts?  Yes  No

08TFDOC064v2

# INVOICE

Cisco Systems Capital Corporation  
1111 Old Eagle School Road  
Wayne, PA 19087

INVOICE NUMBER: ADV TFV 112309  
INVOICE DATE: 9/20/2016  
BILL TO: PINAL COUNTY  
31 N PINAL ST  
FLORENCE AZ 85132

DESCRIPTION	BASE PAYMENT	SALES TAX	TOTAL PAYMENT
Advance Payment	\$56,078.15		\$56,078.15

DUE UPON RECEIPT: \$56,078.15

Remit to:  
Cisco Systems Capital Corporation  
1111 Old Eagle School Road  
Wayne, PA. 19087  
Attn.: JIMMY KING



PINAL COUNTY  
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# Purchase Requisition

<b>Req. Number</b>
<b>149217</b>

**Req. Date: 9/30/2016**  
**Page: 1 of 1**

<b>Department Contact:</b> STINSON, RANDEE R 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: -
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<b>Buyer:</b>	<b>Requested Delivery Date:</b> 10/5/2016
<b>Phone: -</b>	<b>Payment Terms:</b> Net 30
<b>Email:</b>	<b>Shipping Terms:</b> FOB Destination
<b>Fax: -</b>	

**Reference:**

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00		LS		Cisco Hybrid Security Software Yr 1 of 3 yr contract	\$0.00	\$56,078.15

<b>Total Order: \$56,078.15</b>
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**PINAL COUNTY**  
wide open opportunity

# Purchase Requisition

<b>Req. Number</b>
<b>148457</b>

**Req. Date: 7/1/2016**  
**Page: 1 of 1**

Department Contact:	Ship to:	Supplier:
FUENTES, ANGELICA D. Phone: - Branch Plant: FL-FLEET-PW'S HURF Fund Source: PUBLIC WORKS/HIGHWAY	FLEET SERVICES 900 S. PINAL PARKWAY FLORENCE AZ 85132	SENERGY PETROLEUM LLC 433 W 3RD AVE MESA AZ 85210  Phone: 480 - 962-6111 Fax: 480 - 969-4965

<b>Buyer: Krystle Sigman, Buyer II</b> Phone: 520 - 866-6265      Fax: 520 - 866-2903 Email: krystle.sigman@pinalcountyaz.gov	<b>Requested Delivery Date: 9/30/2016</b> <b>Payment Terms: Net 30</b> <b>Shipping Terms: FOB Destination</b>
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**Reference:** STATE OF ARIZONA CONTRACT ADSP014-052198 EXPIRES: 1/30/17

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
2.00		LS		PO MOD TO INCREASE PO 235088 BULK FUEL PO MOD TO INCREASE PO 235088 FOR FUEL AS NEEDED IN SUPPORT OF PUBLIC WORKS REFERENCE: BUYER TO DETERMINE CONTACT: ANGELICA FUENTES X-7932 VENDOR NAME: SENERGY	\$0.00	\$500,000.00

<b>Total Order: \$500,000.00</b>
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# Contract Change Order Summary

State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No.: ADSP014-052198

Change Order No.: 07

Date: November 6, 2015

The above-mentioned contract is hereby amended as follows:

- A. In accordance with Special Terms and Conditions Section 2, Contract Extension, the contract is hereby extended through January 30, 2017.
- B. Special Terms and Conditions Section 4, Eligible Agencies, is hereby modified and shall read as follows;

#### 4. ELIGIBLE AGENCIES (STATEWIDE)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

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

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.

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

**Search Term : senergy\* petroleum\***  
**Record Status: Active**

<b>ENTITY</b> Senergy Petroleum LLC	Status:Active
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DUNS: 078838582    +4:	CAGE Code: 6YG21	DoDAAC:
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Expiration Date: Feb 22, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
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Address: 622 South 56th Avenue

City: Phoenix

ZIP Code: 85043-4622

State/Province: ARIZONA

Country: UNITED STATES



P I N A L • C O U N T Y  
*wide open opportunity*

TO: Levi Gibson  
Randon Riffey

FROM: Lorina Gillette CPPB, Senior Procurement Officer  
Pinal County Finance Department

DATE: September 20, 2016

RE: 2015 Chevrolet Silverado trade-in authorization.

Animal Care and Control has requested the purchase of three 2017 Chevrolet Silverado double cab pickups. The department has offered three 2015 Chevrolet Silverado single cab pickups that the county currently owns, to be traded-in for a total value of \$51,000. Per the procurement code, the Chief Financial Officer must approve the requested trade-in prior to such a transaction.

At this time I am requesting that you initial off on this memo authorizing the trade-in request of 3 Chevrolet Silverado pickups, VIN: 1GB0CUEG7FZ119841, 1GB0CUEG1FZ120192, and 1GB0CUEG5FZ120034

Attached is the quote received from Midway Chevrolet that includes the trade-in amounts.

Authorization of trade-in of 3 Chevrolet Silverado's, VIN: 1GB0CUEG7FZ119841, 1GB0CUEG1FZ120192, and 1GB0CUEG5FZ120034

  
\_\_\_\_\_

FINANCE



PINAL COUNTY  
wide open opportunity

## Purchase Requisition

<b>Req. Number</b>
<b>149085</b>

**Req. Date: 9/12/2016**  
**Page: 1 of 2**

<b>Department Contact:</b> McCORMACK, MARY E. Phone: - Branch Plant: AC-ANIMAL CARE AND CONTROL OPS Fund Source: ANIMAL CONTROL	<b>Ship to:</b> ANIMAL CONTROL/OPERATIONS 1150 S 11 MILE CORNER ROAD CASA GRANDE AZ 85194	<b>Supplier:</b> MIDWAY CHEVROLET 2323 W BELL RD PHOENIX AZ 85023  Phone: 602 - 866-0102 Fax: 602 - 942-4837
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<b>Buyer:</b> Lorina Gillette, CPPB <b>Phone:</b> 520 - 8666639 <b>Email:</b> Lorina.Gillette@pinalcountyz.gov	<b>Fax:</b> 520 - 8662903	<b>Requested Delivery Date:</b> 12/14/2016 <b>Payment Terms:</b> Net 30 <b>Shipping Terms:</b> FOB Destination
--	---------------------------	--

**Reference:**

AZ State Contract: ADSPO12-016669 Exp 10/1/16

Department Contact: Rupert Murrieta 520.866.7930  
Marybeth McCormack 520.866.7614

PO emailed to Gregg Ball gball@vtaig.com

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	3.00	EA		Body Swap ASH Revised w/Spot 9-7-16	\$4,429.15	\$13,287.45
2.00	3.00	EA		Solar Tint Glass GM Dealer	\$195.00	\$585.00
3.00	3.00	EA		IOB Bluetooth Audio Upgrade	\$182.00	\$546.00
4.00	3.00	EA		PCR WT Convenience Pkg	\$291.20	\$873.60
5.00	3.00	EA		KB4 HD Battery	\$122.85	\$368.55
6.00	3.00	EA		KW5 220 Amp Alt	\$136.50	\$409.50
7.00	3.00	EA		ZHQ Spare tire and wheel	\$304.85	\$914.55
8.00	3.00	EA	DPN	Trailer Mirrors	\$318.50	\$955.50
9.00	3.00	EA	9L7	Uplifter Switches	\$113.75	\$341.25
10.00	3.00	EA	2017 MODEL ADJUSTMENT	2017 Model Adjustment GM Fleet	\$623.00	\$1,869.00
11.00	3.00	EA	DELIVERY	Delivery Pinal County	\$135.00	\$405.00
12.00	3.00	EA		Tax 8.3 % sales tax	\$1,362.35	\$4,087.05

Req. Number

149085

Req Date: 9/12/2016

Page: 2 of 2

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
13.00	3.00	EA		tax city of phx tax	\$30.00	\$90.00
14.00	3.00	EA		tax Tire tax	\$5.00	\$15.00
15.00	3.00	EA		Contract Price Truck	\$26,644.00	\$79,932.00
16.00	3.00	EA		Trade FZ 120192 or FZ 120034	(\$17,000.00)	(\$51,000.00)
17.00	3.00	EA	R9Y	Fleet Maint Credit	(\$81.90)	(\$245.70)

Total Order: \$53,433.75



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

**Search Term : Midway\* Chevrolet\***  
**Record Status: Active**

<b>ENTITY</b>	Midway Chevrolet Company	Status:Active
DUNS: 035915149	+4:	CAGE Code: 51LT7 DoDAAC:
Expiration Date: Nov 30, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 2323 W Bell Rd	City: Phoenix	State/Province: ARIZONA
ZIP Code: 85023-3202		Country: UNITED STATES



**Master Blanket Purchase Order ADSP012-016669**

**Header Information**

<b>Purchase Order Number:</b>	ADSP012-016669	<b>Release Number:</b>	0	<b>Short Description:</b>	Vehicles, New Purchases Statewide
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Lori Noyes	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2012	<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>	01/16/2012 03:48:21 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>	01/16/2017 11:59:59 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>	<a href="#">PO Terms &amp; Conditions - OLD IFB No ADSP012-00001167 - Vehicles New Purchases Statewide.pdf</a> <a href="#">Attachments I - VIII Word Documents.zip</a> <a href="#">Vehicles New Purchases Statewide General Contract Documents~2.zip</a> <a href="#">Midway Offer and Acceptance.pdf</a> <a href="#">Midway Contract</a>				

Attachments.pdf Midway Chevrolet Nissan Vehicle Specification Sheet.xls Midway Chevrolet Delivery Charges per County.docx Award Summaries~39.zip Malibu Spec Sheet Chevy Malibu Press Release Contract Amendment Chevy Colorado Press Release Change Order 04 Summary ADSP012-016669.doc Change Order No. 5 - Unilateral Change Order Change Order No. 6 - Price Update Change Order Summary Change Order No. 9 Renewal to 10.2015.pdf Change Order No. 10 - Renewal Midway Current Certificate of Insurance Current Pricing

**Vendor Attachments:**

**Agency Attachment Forms:**

**Vendor Attachment Forms:**

**Primary Vendor Information & PO Terms**

<b>Vendor:</b>	9000005066 - MIDWAY CHEVROLET Gregg Ball 2323 W Bell Rd Phoenix, AZ 85023 US Email: gball@vtaig.com Phone: (602)760-3352 FAX: (602)760-3377	<b>Payment Terms:</b>	Net 30	<b>Shipping Method:</b>	Best Way
		<b>Shipping Terms:</b>	As Specified	<b>Freight Terms:</b>	Freight Prepaid

**PO Acknowledgements:**

Alt. Reference	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to therrle@vtaig.com at 01/17/2012 01:03:09 PM	01/18/2012 12:15:02 PM
Change Order 1	Emailed to gball@vtaig.com at 06/14/2012 09:25:43 AM	06/14/2012 09:32:11 AM
Change Order 2	Emailed to gball@vtaig.com at 09/18/2012 08:52:44 AM	09/25/2012 03:13:24 PM
Change Order 3	Emailed to gball@vtaig.com at 10/02/2012 12:51:51 PM	10/02/2012 12:53:44 PM
Change Order 4	Emailed to gball@vtaig.com at 08/16/2013 01:46:05 PM	08/19/2013 02:57:53 PM
Change Order 5	Emailed to gball@vtaig.com at 10/17/2013 12:11:42 PM	10/21/2013 12:08:04 PM
Change Order 6	Emailed to gball@vtaig.com at 10/25/2013 10:55:09 AM	10/30/2013 11:23:26 AM
Change Order 7	Emailed to gball@vtaig.com at 01/28/2014 02:54:58 PM	02/04/2014 08:02:04 AM
Change Order 8	Emailed to gball@vtaig.com at 02/11/2014 03:33:56 PM	02/19/2014 08:28:27 AM
Change Order 9	Emailed to gball@vtaig.com at 08/08/2014 09:12:46 AM	08/11/2014 03:14:56 PM
Change Order 10	Emailed to gball@vtaig.com at 07/21/2015 06:18:54 PM	07/21/2015 04:21:59 PM
Change Order 11	Emailed to gball@vtaig.com at 08/07/2015 05:21:34 PM	08/10/2015 08:44:36 AM
Change Order 12	Emailed to gball@vtaig.com at 02/02/2016 01:34:07 PM	02/02/2016 01:54:21 PM
Change Order 13	Emailed to gball@vtaig.com at 04/04/2016 04:58:27 PM	04/05/2016 08:33:10 AM

**Master Blanket/Contract Vendor Distributor List**

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000005066	PZ9000005066	MIDWAY CHEVROLET	Email	Active

**Master Blanket/Contract Controls**

**Master Blanket/Contract Begin Date:** 01/17/2012 **Master Blanket/Contract End Date:** 10/01/2016

**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	\$1,544,825.72	\$0.00

**Item Information**

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[1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#)

**Print Sequence # 0.01, Item # 112:** SUVs/Crossovers - This item should be used if a vehicle listed on the 3PS - the attached price list does not have a corresponding line item. Enter Sent the price listed in the price list in unit cost.

NIGP Code: 071-80  
 SUV Type Vehicles (Incl. Carryalls)

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	8.300%	\$0.00	\$0.00

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

**Print Sequence # 0.02, Item # 111:** Vans, Passenger - This item should be used if a vehicle listed on the 3PS - the attached price list does not have a corresponding line item. Enter Sent the price listed in the price list in unit cost.

NIGP Code: 071-92  
 Vans, Passenger (Regular and Handicapped Equipped)

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	8.300%	\$0.00	\$0.00

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

**Print Sequence # 0.03, Item # 110:**

Vans Cargo - This item should be used if a vehicle listed on the the 3PS -  
 attached price list does not have a corresponding line item. Enter the Sent  
 price listed in the price list in unit cost.

NIGP Code: 071-90  
 Vans, Cargo

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	8.300%	\$0.00	\$0.00

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

**Print Sequence # 0.04, Item # 109:** Sedans - This item should be used if a vehicle listed on the the 3PS -  
 attached price list does not have a corresponding line item. Enter the Sent  
 price listed in the price list in unit cost.

NIGP Code: 071-04  
 Automobiles and Station Wagons

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	8.300%	\$0.00	\$0.00

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

**Print Sequence # 0.1, Item # 113:** Mid Size Trucks - This item should be used if a vehicle listed on the the 3PS -  
 attached price list does not have a corresponding line item. Enter the Sent  
 price listed in the price list in unit cost.

NIGP Code: 072-01  
 Class 1 Trucks (6,000 lb. GVWR or less)

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	8.300%	\$0.00	\$0.00

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

1-5 of 192  
1 2 3 4 5 6 7 8 9 10

Exit

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## Tax Management Associates, Incorporated Audit Services Contract

This contract made and entered into this 22<sup>nd</sup> day of September, 2016, by and between PINAL COUNTY ARIZONA, hereinafter called the "COUNTY" and TAX MANAGEMENT ASSOCIATES, INC., a corporation authorized to conduct business in Arizona, hereinafter called "TMA," to assist the Pinal County Assessor in the performance of audits to verify the accuracy of business taxpayers' listings of property for ad valorem taxation.

Contractual services may begin upon full execution of this contract.

### SPECIAL PROVISIONS

#### WITNESSETH:

WHEREAS, the COUNTY desires to obtain audit services on the County's business personal property taxpayers as authorized by Arizona Statutes; and

WHEREAS, TMA agrees to provide said audit services for the COUNTY pursuant to the charges, terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the promises mutually exchanged, the parties agree as follows:

#### 1. SERVICES

- A. In accordance with the charges, terms and conditions contained in this Agreement, TMA agrees to furnish audit services to verify the accuracy of business taxpayers' property tax listings filed with the Pinal County Assessor.
- B. The services provided by TMA will be performed in accordance with the terms and conditions provided for in this Agreement and in compliance with all applicable Arizona Statutes, Arizona Administrative Code, and specific County procedures and requirements related to the taxation of personal property. TMA agrees to perform audits in accordance with professionally accepted auditing and accounting standards.
- C. Audits to be performed by TMA to verify the accuracy in taxpayer listings shall be selected and assigned from taxpayer's accounts as furnished by the Pinal County Assessor.
- E. It is expressly agreed by the parties that all work performed by TMA shall be under the direct supervision and control of the Pinal County Assessor. All correspondence in connection with audits will be signed by the Assessor or by his authorized designee.
- F. In order to assist in the scheduling, review, and audit of taxpayers' listings as selected by the Assessor, the COUNTY agrees that the Assessor shall make available to TMA copies of the property listings for the years for which audits are to be performed.

- G. TMA agrees to audit the listings assigned for audit for the current year, and applicable prior years pursuant to Arizona Revised Statutes that provide for discovery procedures and limitations.
- H. It is expressly understood by TMA that under the provisions of the Arizona Statutes, it and its employees are subject to the State Confidentiality Statutes and the penalties contained therein and TMA agrees to abide by Arizona Statutes concerning confidentiality of taxpayer records and shall hold the COUNTY harmless from any liability which may result from an action involving TMA or its employees or agents regarding confidentiality of taxpayer records.
- I. TMA agrees that any appropriate designee of the Pinal County Assessor's Office may accompany TMA on any audit, provided the COUNTY shall be responsible for the travel-related expenses of such employee.
- J. TMA agrees that no employee of the company will consult with or answer questions regarding any aspect of an audit being performed, except with authorized County officials and the taxpayer being audited, unless otherwise directed to do so by the Pinal County Assessor.
- K. If through any cause, TMA or the COUNTY fails to fulfill its obligations as provided by this Agreement, or materially violates any of the covenants or stipulations within this agreement, and such failure or violation continues for thirty (30) days after written notice thereof by a party, either party shall thereupon have the right to terminate this agreement immediately upon giving written notice to the other party. Said notice shall be delivered to the party personally or mailed by certified mail to the mailing address as specified herein. In the event of termination all audits assigned to TMA shall be completed by TMA and all fees for completed audits shall be payable in accordance with the terms as provided by this Agreement.
- L. It is expressly understood and agreed to by TMA and the COUNTY that the audit services performed under this agreement represents an examination of data and materials as might be contained in a taxpayers accounting records or other documents, for the purpose of verifying the accuracy of listings, reports or statements filed with the Pinal County Assessor in connection with a taxpayers listing of property and that such services is not an appraisal service except that information obtained in an audit performed by TMA may be used by the County Assessor to form an opinion or estimate of value as in an appraisal.

**2. COST AND PAYMENT FOR AUDIT SERVICES:**

- A. The COUNTY hereby authorizes TMA to provide audit services on accounts as assigned by the Pinal County Assessor. Fees for audit services shall be based on the class of account assigned for audit as determined by the following per audit fee schedule. Assigned class is based on Full Cash Value (FCV). Full Cash Value (FCV) is defined as the Assessor's Taxable Value for the current Tax Year prior to audit. In the Case where Taxable Value has not been established, Full Cash Value (FCV) is the Taxable Value that would have resulted from the Taxpayer's original reporting prior to audit.

**PER AUDIT FEE SCHEDULE**

Account Class	Full Cash Value (FCV)		Fee
S	\$0	- \$125,000	\$500.00
A	\$125,001	- \$399,999	\$700.00
B	\$400,000	- \$999,999	\$1,400.00
C	\$1,000,000	- \$4,999,999	\$2,200.00
D	\$5,000,000	- \$19,999,999	\$6,000.00
D3	\$20,000,000	- Above	\$10,000.00

Yearly Schedule						
Size	FY2016	FY 2017	FY2018	FY2019	FY2020	Total
A	107	107	107	107	107	535
B	19	19	18	18	18	92
C	12	12	11	11	10	56
D	1	1	1	1	1	5
D3	1	1	1	1	1	5
<b>Per Year Count</b>	<b>140</b>	<b>140</b>	<b>138</b>	<b>138</b>	<b>137</b>	<b>693</b>
<b>Per Year Cost</b>	<b>\$143,900</b>	<b>\$143,900</b>	<b>\$140,300</b>	<b>\$140,300</b>	<b>\$138,100</b>	<b>\$509,355</b>

- B. Unless otherwise provided for in this Agreement, the above fees include all costs associated with the Contractor's performance of services including, but not limited to, travel, food, lodging, mileage, salaries, employee benefits, and defending the audit findings throughout any appeals process. The COUNTY will be responsible for the cost of postage for handling audit correspondence and the cost of providing TMA copies of County tax records associated with an individual audit.
  
- C. TMA shall invoice the COUNTY for applicable audit fees within ten (10) days following the review of the audit findings and approval of the Pinal County Assessor. Invoiced fees will be due and payable within thirty (30) days following billing date. If payment is not received by TMA within thirty (30) days from billing date, unpaid balance of fees will be subject to additional fees in the amount of one and one-half percent (1 1/2%) per month until payment is received.
  
- D. All legal costs involving appeals resulting from an audit shall be the responsibility of the COUNTY. TMA will defend its audit findings at no additional charge throughout any local appeals process. Defense of audit findings shall include personal appearances at meetings with taxpayers or their representatives, and providing testimony and evidence at all hearings before the State Boards of Equalization and at any other appeal level concerning information identified in an audit at a rate of \$200 per hour and trial preparation and expert witness testimony at an hourly rate of \$350; optional services (list as needed) will be at an hourly rates of \$75 for staff auditor and \$50 for technical support.

## GENERAL PROVISIONS

1. **AUTHORITY TO CONTRACT:** The COUNTY'S authority to contract for the service herein is authorized by Arizona Statutes and Pinal County Code.
2. **AUDIT:** All invoices shall be submitted by TMA to the COUNTY for completed audits.
3. **TERM OF THE AGREEMENT:** The initial term of this Agreement shall begin upon execution and shall remain in effect until June 30, 2017 with four, one year optional renewals. Pursuant to paragraph 2-D of this contract, TMA agrees to defend its audit findings at no additional charge throughout any local appeals process. Defense of audit findings shall include personal appearances at meetings with taxpayers or their representatives, and providing testimony and evidence at all hearings before the State Boards of Equalization and at any other appeal level concerning information identified in an audit at a rate of \$200 per hour and trial preparation and expert witness testimony at an hourly rate of \$350; optional services (list as needed) will be at an hourly rates of \$75 for staff auditor and \$50 for technical support. The expiration of this contract shall not excuse, vacate, or otherwise forgive TMA from fulfilling these or any other contractual obligations of this agreement.
4. **CANCELLATION:** This Agreement may be terminated by either party without cause following the initial term upon thirty-(30) day's written notice to the other party. Said notice shall be delivered to the party personally or mailed by certified mail to the mailing address as specified herein. In the event of termination, all audits assigned to TMA shall be completed by TMA and all fees for completed audits shall be payable in accordance with the terms as provided by this Agreement.
5. **COLLATERAL ASSIGNMENT:** The COUNTY acknowledges and agrees that payment due TAX MANAGEMENT ASSOCIATES, INC. under this Agreement and all other agreements with the government authority (the "Agreement") have been collaterally assigned to Branch Banking and Trust Company (a North Carolina banking corporation, whose address is 6869 Fairview Road, Charlotte, North Carolina 28210-3384). All payments due TAX MANAGEMENT ASSOCIATES, INC. under this the Agreement will be sent, **UPON REQUEST**, to the Bank at that address pursuant to a financing and cash management arrangement. The Bank is authorized to receive information relating to this agreement and payments due under the Agreement and all amendments or modifications to the Agreement from PINAL COUNTY, (the government authority). The Bank is authorized to rely upon the terms of the Agreement. The government authority agrees to give notice to the Bank thirty (30) days prior to termination of this Agreement.
6. **INDEMNIFICATION:** To the fullest extent permitted by laws and regulations, TMA shall indemnify and hold harmless the COUNTY and its officials, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of engineers or architects, attorneys and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this contract or the actions of TMA or its officials, employees or contractors under this Contract or under the Contracts entered into by TMA in connection with this contract. This indemnification shall survive the termination of this Agreement.

7. **NON-DISCRIMINATION:** TMA shall not discriminate against any person on the grounds of race, color, national origin, sex, age or disability in the administration of this contract. Nor shall any person be excluded from participation in, or be denied the benefits of this contract on the grounds of race, color, national origin, sex, age or disability.
8. **LAW CONTROLLING:** The laws of the State of Arizona shall control and govern this contract.
9. **NON-ASSIGNMENT:** This Agreement is not assignable by either party, by operation of law or otherwise.
10. **MODIFICATION:** This contract may be modified only by a written agreement executed by both parties hereto.
11. **ENTIRE AGREEMENT:** This contract constitutes the entire agreement of the parties and no other agreement or modification to this contract, expressed or implied, shall be binding on either party unless same shall be in writing and signed by both parties. This Agreement may not be orally modified. Any modifications must be in writing, expressly titled a modification or addendum to this contract, attached to this contract, and signed by both parties.
12. **SEVERABILITY:** Should any provision, portion or application thereof of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law or constitutional provision, the Parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.
13. **HEADINGS:** The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties, and no purposes of interpretation shall be made to the contrary.
14. **NOTICES:** Any notices to be given or submitted by either party to the other pursuant to this Agreement shall be made in writing and sent by first class mail, postage paid or by hand delivery to:

COUNTY:  
PINAL COUNTY  
31 N. Pinal Street, Bldg. E  
Florence, AZ 85132  
ATTN: Douglas Wolf  
Assessor

CONSULTANT:  
TAX MANAGEMENT ASSOCIATES  
2225 Coronation Blvd.  
Charlotte, NC 28227  
ATTN: Richard H. "Chip" Cooke, Jr.  
Chief Executive Officer

Executed and entered into by the parties hereto.

ACCEPTED:

PINAL COUNTY  
31 N. PINAL STREET, BLDG. E  
FLORENCE, AZ 85132

AUTHORIZED SIGNATURE:



LEVI GIBSON  
TITLE: FINANCE DIRECTOR

DATE: 9/22/2016

ACCEPTED:

TAX MANAGEMENT ASSOCIATES, INC.  
2225 CORONATION BLVD.  
CHARLOTTE, NC 28227

AUTHORIZED SIGNATURE:



RICHARD H. "CHIP" COOKE, JR.  
TITLE: CHIEF EXECUTIVE OFFICER

DATE: \_\_\_\_\_

ATTEST BY (IF NECESSARY):

\_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST BY (IF NECESSARY):

\_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



PINAL COUNTY  
wide open opportunity

## Purchase Order

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

<b>PO Number</b>
<b>235738</b>
<small>This number must appear on all documents pertaining to this order.</small>

**PO Date: 9/13/2016**  
**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	IAM HCM CONSULTING, LLC 8223 HIRSCH DRIVE CHARLOTTE NC 28277

Phone: -  
Fax: -

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

Confirming to:

<b>Buyer: Lori Pruitt, Buyer II</b>	<b>Requested Delivery Date: 9/20/2016</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@pinalcountyaz.gov</b>	

**Reference:**

EMERGENCY PROCUREMENT DOCUMENT ON FILE  
PER SERVICE AGREEMENT SIGNED & DATED 9/13/16  
FOR SOW#20160912 - SUPPORT SERVICES FOR HUMAN CAPITAL MANAGEMENT (E1), SPECIFICALLY POSITION CONTROL  
FOR SUPPORT BEGINNING WEEK OF 9/12/16 AND CONTINUING UNTIL \$14,000 HAS BEEN EXHAUSTED OR WHEN ISSUE HAS BEEN RESOLVED, BUT CANNOT EXCEED THE \$14,000 THRESHOLD.

DEPARTMENT CONTACT: SUZANNE GARCIA 520-866-6209

PO EMAILED TO: TAMMY CASTRO [tammy@iamhcmconsulting.com](mailto:tammy@iamhcmconsulting.com)

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00		LS		SOW: Position Control SOW #20160912	\$0.00	\$14,000.00

**Total Order: \$14,000.00**

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://pinalcountyaz.gov/Departments/Finance/Documents/Standard%20PO%20Terms.pdf>

09/13/2016  
DATE

*Lori Pruitt*  
Buyer Signature

 <b>PINAL COUNTY</b> <i>Wide open opportunity</i>	<b>PINAL COUNTY FINANCE</b> <b>DIVISION OF PROCUREMENT</b> <b>REQUEST/JUSTIFICATION FOR EMERGENCY</b> <b>PROCUREMENT</b> (reference Pinal County Procurement Code PC1-343 & 344)
--	--

Requestor: Steven Frazier Date: 9/12/2016  
 Department: Information Technology Phone No: 6020  
 Suggested Vendor: iAM HCM Consulting Requisition No: TBD

ESTIMATED DOLLAR AMOUNT: \$ 14,000  
 ITEM/SERVICE TO BE PURCHASED:

**REASON FOR EMERGENCY (Check All Applicable):**

- Immediate threat to:
- Health
  - Welfare
  - Property
  - Safety
  - Other

Explain the situation & immediate threat:

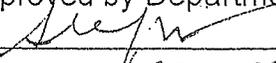
An issue was discovered in the Enterprise One Financial System (E1) where users were able to perform functions to Add/Delete/Change employee position information (i.e. change Position Control). Internal efforts to troubleshoot and correct have not been successful therefore consultant expertise in the Human Capital Management (HCM) module of E1 is required. Experience has shown current contracted consultants do not have the HCM expertise required to diagnose and correct the issue therefore a firm was sought that specializes in the HCM functionality and setup. A firm has been found (iAM HCM Consultants) and emergency procurement is being requested.

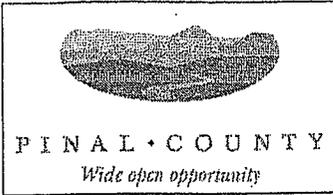
ESTIMATED DOLLAR AMOUNT: \$ 14,000

**REQUESTOR:**

Signature:  Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Reviewed and Approved by Department Director:**

Signature:  Date: 9/13/16  
 Printed Name: STEVEN FRAZIER Title: CHIEF INFORMATION OFFICER



**PINAL COUNTY FINANCE  
DIVISION OF PROCUREMENT  
REQUEST/JUSTIFICATION FOR EMERGENCY  
PROCUREMENT**  
(reference Pinal County Procurement Code PC1-343 & 344)

**BUYER REVIEW & RECOMMENDATION**

- Emergency justification is adequate and purchase to be authorized without competitive bidding.
- Emergency justification is inadequate and requisition to be processed with all due haste.
- Emergency justification is inadequate and additional quotation will be solicited or RFP/IFB issued.

Buyer  
Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**BUYER:**

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

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

**PROCUREMENT MANAGER:**

Signature: Kendra Puffrey

Date: 9/13/16

**APPROVE / DISAPPROVE:**

**CHIEF FINANCIAL OFFICER (under \$100K)**

Signature: [Signature]

Date: 9/13/16

**COUNTY MANAGER (\$100K+)**

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

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



## SERVICE AGREEMENT

**(Client)**

*Pinal County Government  
31 N. Pinal Street  
Florence, AZ 85132*

*Contact: SuzAnne Garcia  
Phone: 520-866-6209  
Email: SuzAnne.Garcia@pinalcountyaz.gov*

**(Service Provider)**

*iAM HCM Consulting  
8223 Hirsch Drive  
Charlotte, NC 28277*

*Contact: Tammy Castro  
Phone: 602-321-5497  
Email: tammy@iamhcmconsulting.com*

iAM HCM Consulting will provide the services outlined in the Statement of Work in accordance with the terms set forth in this Agreement.

### TERMS AND CONDITIONS:

- 1) Service Provider will provide the Services described on the Statement of Work attached. Client shall provide Service Provider with appropriate information that is current and correct. Client shall provide Service Provider with ready access to Client's staff and such of Client's resources as are necessary to the provision of services. The conclusions and recommendations of Service Provider are dependent upon the completeness and accuracy of information provided by Client and the knowledge and cooperation of the appropriate personnel selected by Client to work with Service Provider. Service Provider may provide the same or similar services and materials to other Clients. Additional Statements of Work may from time to time be appended to and made part of this Agreement if agreed to in writing by the parties.
- 2) Service Provider will invoice Client for services and expenses as the services are performed unless otherwise set forth in the Statement of Work. Client shall *pay* the invoice from Service Provider in US Dollars with the terms of *Net 15 days*. ACH payment method is preferred if available. Service Provider may impose a late payment charge equal to the maximum rate allowed by law for payments not received by the due date. In addition to the charges specified for services client will also pay (a) the standard hourly charges for all services performed outside the scope of this Agreement which are provided at Client's request; and (b) any tax Service Provider becomes obliged to pay by virtue of this Agreement, exclusive of taxes based on the net income of Service Provider.
- 3) "Proprietary Information" means software, documentation, and any information confidential to Service Provider its licensors or Client. Each party will keep in confidence and protect the other's Proprietary Information from disclosure to third parties and restrict its use to only the use necessary to accomplish the intent of this agreement.



Miscellaneous Provisions:

- (a) Neither party will be liable for failure to fulfill its obligations due to causes beyond its reasonable control. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- (b) The law of the State of Arizona, USA, will govern this Agreement. Each party accepts the jurisdiction of the Arizona courts, and agrees that the sole venue for any dispute hereunder shall be the courts in Pinal County, Arizona.
- (c) Client hereby agrees that it will not hire, solicit to hire, or agree (formally or informally) to hire any employee or contractor of Service Provider without Service Provider's prior written consent (except that general solicitations of employment to the public at large shall not be a violation of this Agreement.)
- (d) This Agreement is the entire agreement between the parties for the specified services and, except for documents that may be expressly "incorporated by reference" in the Statement of Work, supersedes all prior proposals and agreements both written and oral and any other written and oral communications between the parties. If any provision is declared invalid, the remaining provisions will remain in full force and effect. This Agreement may be modified for Service Provider only in writing signed by an Officer of Service Provider.
- (e) Service Provider may assign this Agreement or assign the right to receive payments with the Client's consent. Any such assignment, however, will not change the obligations of Service Provider to Client. Client will not assign or transfer its rights or obligations under this Agreement without prior written consent of Service Provider. Any assignment or transfer prohibited by this provision will be void.
- (f) This Agreement is produced in two copies; each party will obtain one copy.
- (g) The Agreement will come into force and effective on the signature date of this Agreement by both parties and can only be amended in written form following mutual agreement by both parties.
- (h) Service Provider and CLIENT hereby release each other from all liabilities, claims, suits, losses, damages or injuries arising or resulting from the performance of the Work, unless the other is negligent or guilty of willful misconduct.
- (i) This is the foundational Agreement between Client and Service Provider, and Statements of Work will be added as deemed necessary for additional projects and work.

**AGREED AND ACCEPTED:**

iAM HCM Consulting

Client

Signature Tammy Castro (Sep 13, 2016)

Signature Levi D Gibson (Sep 13, 2016)

Name Tammy Castro  
(Printed)

Name Levi D Gibson  
(Printed)

Date Sep 13, 2016

Date Sep 13, 2016



**SUPPORT SERVICES  
 PINAL COUNTY STATEMENT OF WORK #20160912**

**SCOPE**

iAM HCM Consulting, "iAM", will provide "CLIENT" with ERP Support Services for the following J. D. Edwards Software modules/products:

- Human Capital Management, specifically Position Control

iAM HCM Consulting's involvement in this effort will include:

- This effort is specifically focused on helping troubleshoot and resolve issues experiencing in Position Control applications due to data purges and SQLs back into the files. Applications for specific business units are not working, so end result is to restore proper functionality by identifying the issue and recommending solution. Pinal County in-house staff will apply fixes per consulting recommendations in order to stay within budgeted hours.

**SUPPORT SERVICES FEES**

The rate for the scope of this Support Services arrangement will be based on the resource assigned to tasks per the rate schedule below. Hours are used in a minimum of 15-minute blocks. This will be billed to client immediately following the each week's activities and *due Net 15 days*.

Travel is not required for this SOW.

For this engagement, Sr. Strategic HCM Advisor (Tammy Castro) and Sr. CNC Solution Consultant (Colin Galdo) will be used.

<i>Consultant Level</i>	<i>Rate per hour</i>
Sr. Strategic HCM Advisor	\$175
Sr. CNC Solution Consultant	\$150
HCM Consultant	\$125
Associate HCM Consultant	\$110

**DURATION**

The support will begin week of September 12, 2016 and continue until \$14,000 (80 hours at highest rate) has been exhausted or when issue has been resolved, but cannot exceed the \$14,000 threshold.



**WORK ARRANGEMENT**

iAM HCM Consulting will conduct all of the work remotely.

**PROJECT ASSUMPTIONS**

1. Client and Service Provider will work jointly to manage the project timelines. Client will make Service Provider aware of any resource constraints that would impact project timelines as soon as possible. Service Provider and Client will jointly determine course of action to be taken.
2. Service Provider may initiate change control for monetary amounts in the following situations where Service Provider's resources are required to provide additional hours:
  - a. Late delivery of customer deliverables that result in the delay of the completion of any major milestone or phase.
  - b. Client project staffing levels which fail to meet the defined utilization resulting in delay in the completion of any milestone or phase.
  - c. Technical issues which are outside of the control of Service Provider which cause a delay in the completion of any milestone or phase.
  - d. Delays in required decisions by Client that result in a delay in the completion of any milestone or phase.
  - e. Significant rework after requirements sign off.
3. Service Provider will not be held responsible for delays due to unavailability of the servers, networks, or other hardware elements supplied by the Customer.
4. Standard reports will be utilized unless specifically noted in this statement of work. Custom reports can be provided with a change order.
5. All work will be performed in English only unless specifically noted in this statement of work.
6. All work not specifically listed in this statement of work is considered Out of Scope and will be addressed with a change order.

**{SIGNATURES ON NEXT PAGE}**



**AGREED AND ACCEPTED:**

iAM HCM Consulting

Signature   
Tammy Castro (Sep 13, 2016)

Name Tammy Castro  
(Printed)

Date Sep 13, 2016

Client

Signature   
Levi D Gibson (Sep 13, 2016)

Name Levi D Gibson  
(Printed)

Date Sep 13, 2016



# iAM Service Agreement

Adobe Sign Document History

09/13/2016

**ADDITIONAL INFORMATION**

File Name: Service Agreement  
 File Size: 102 KB  
 File Type: PDF  
 File ID: 123456789

File Name: Service Agreement  
 File Size: 102 KB  
 File Type: PDF  
 File ID: 123456789

**TERMS AND CONDITIONS**

1. This Agreement is made between iAM HCM Consulting and the Client for the purpose of providing HR and Payroll services to the Client. The Client agrees to pay iAM HCM Consulting a monthly fee of \$1,000.00 for the services provided. The Client agrees to provide all necessary information and documents to iAM HCM Consulting in a timely manner. The Client agrees to indemnify and hold iAM HCM Consulting harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or from the use of the services provided by iAM HCM Consulting. This Agreement shall remain in full force and effect until terminated by either party in writing. The Client agrees to assign all rights in and to this Agreement to iAM HCM Consulting. This Agreement shall be governed by the laws of the State of Florida. Any dispute arising out of or from this Agreement shall be resolved by arbitration in Miami, Florida. This Agreement shall be deemed to have been accepted by the Client upon the Client's use of the services provided by iAM HCM Consulting.

Created:	09/13/2016
By:	Tammy Castro (tammy@iamhcmconsulting.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAn42qCSBPi_rxlcoWqh8EXxqLnuBY09Nu

## "iAM Service Agreement" History

- Document created by Tammy Castro (tammy@iamhcmconsulting.com)  
09/13/2016 - 8:34:46 AM PDT- IP address: 75.190.161.244
- Document emailed to suzanne.garcia@pinalcountyz.gov for signature  
09/13/2016 - 8:36:23 AM PDT
- Document viewed by suzanne.garcia@pinalcountyz.gov  
09/13/2016 - 8:54:30 AM PDT- IP address: 67.128.3.2
- Document signing delegated to Levi D Gibson (levi.gibson@pinalcountyz.gov) by suzanne.garcia@pinalcountyz.gov  
09/13/2016 - 9:03:27 AM PDT- IP address: 67.128.3.2
- Document emailed to Levi D Gibson (levi.gibson@pinalcountyz.gov) for signature  
09/13/2016 - 9:03:28 AM PDT
- Document viewed by Levi D Gibson (levi.gibson@pinalcountyz.gov)  
09/13/2016 - 9:04:00 AM PDT- IP address: 67.128.3.2
- Document e-signed by Levi D Gibson (levi.gibson@pinalcountyz.gov)  
Signature Date: 09/13/2016 - 10:13:16 AM PDT - Time Source: server- IP address: 67.128.3.2
- Document emailed to Tammy Castro (tammy@iamhcmconsulting.com) for signature  
09/13/2016 - 10:13:16 AM PDT
- Document viewed by Tammy Castro (tammy@iamhcmconsulting.com)  
09/13/2016 - 10:15:42 AM PDT- IP address: 75.190.161.244
- Document e-signed by Tammy Castro (tammy@iamhcmconsulting.com)  
Signature Date: 09/13/2016 - 10:16:08 AM PDT - Time Source: server- IP address: 75.190.161.244

 Signed document emailed to Levi D Gibson (levi.gibson@pinalcountyaz.gov), Tammy Castro (tammy@iamhcmconsulting.com) and suzanne.garcia@pinalcountyaz.gov

09/13/2016 - 10:16:08 AM PDT



Adobe Sign

**A.R.S. § 35-393.01(A) CERTIFICATION**

A.R.S. § 35-393.01(A) provides that a public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

Accordingly, Contractor hereby certifies to Pinal County as follows:

1. Contractor is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel pursuant to A.R.S. § 35-393.01(A).
2. That a breach of this Certification shall constitute a material breach of this Contract that is subject to penalties up to and including termination of this Contract.
3. That Pinal County retains the legal right to inspect the records of Contractor to ensure compliance with this Certification.

iAM HCM Consulting

Contractor

By: 

Name: Tammy Castro

Title: CEO

Dated: 9/13/16



P I N A L • C O U N T Y  
wide open opportunity

# Purchase Requisition

035738

<b>Req. Number</b>
<b>149095</b>

**Req. Date: 9/13/2016**  
**Page: 1 of 1**

<b>Department/Contact:</b> BRACAMONTE, KELLY D. Phone: - Branch Plant: IT-EXECUTIVE MANAGEMENT Fund Source: COUNTY WIDE COMPUTER PROJECT	<b>Ship to:</b> INFORMATION TECHNOLOGY DEPARTMENT IT RECEIVING BLDG 75 N. MAIN STREET FLORENCE AZ 85132	<b>Supplier:</b> IAM HCM CONSULTING, LLC 8223 HIRSCH DRIVE CHARLOTTE NC 28277  Phone: - Fax: -
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<b>Buyer: Lori Pruitt, Buyer II</b> Phone: 520 - 866-6262 Email: lori.pruitt@pinalcountyz.gov	<b>Fax: 520 - 866-2903</b>	<b>Requested Delivery Date: 9/20/2016</b> <b>Payment Terms: Net 30</b> <b>Shipping Terms: FOB Destination</b>
---	----------------------------	---

**Reference:**

EMERGENCY PROCUREMENT DOCUMENT ON FILE  
PER SERVICE AGREEMENT SIGNED & DATED 9/13/16  
FOR SOW#20160912 - SUPPORT SERVICES FOR HUMAN CAPITAL MANAGEMENT (E1), SPECIFICALLY POSITION CONTROL  
FOR SUPPORT BEGINNING WEEK OF 9/12/16 AND CONTINUING UNTIL \$14,000 HAS BEEN EXHAUSTED OR WHEN ISSUE HAS BEEN RESOLVED, BUT CANNOT EXCEED THE \$14,000 THRESHOLD.

DEPARTMENT CONTACT: SUZANNE GARCIA 520-866-6209

PO EMAILED TO: TAMMY CASTRO tammy@iamhcmconsulting.com

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00		LS		Scope of WroPosition Control	\$0.00	\$14,000.00

<b>Total Order: \$14,000.00</b>
---------------------------------

# CONSULTING SERVICES AGREEMENT

## By and Between Pinal County, Arizona and MGT of America Consulting, LLC.

**THIS AGREEMENT** is made this 23<sup>rd</sup> day of September 2016, by and between the Pinal County, Arizona ("Client"), and MGT of America Consulting, LLC., a Florida Corporation ("MGT").

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

### 1. Description of Services.

MGT shall, as an independent contractor, provide the services specified in section 1.1 below ("the Services").

#### 1.1 Scope of Services

MGT shall provide to Client the services requested in the County's RFQ-160622 titled "Cost Allocation Services", and summarized as follows:

- A draft Federal 2 CFR Part 200 cost allocation plan based on prior year actual expenditures reviewed with County staff in Florence, AZ.
- A draft Full Cost allocation plan based on prior year actual expenditures reviewed with County staff in Florence, AZ.
- A final Federal 2 CFR Part 200 cost allocation plan based on prior year actual expenditures.
- A final Full Cost allocation plan based on prior year actual expenditures.
- Indirect cost rates based on the final 2 CFR Part 200 cost allocation plan and/or the final Full Cost allocation plan in a timely manner.
- Management reports based on the final 2 CFR Part 200 cost allocation plan and the final Full Cost allocation plan. These management reports could include the following information:
  - The identification of major variances of allocated costs to key receiving departments.
  - The explanation of major variances of allocated costs to key receiving departments.
  - The per unit costs of specific administrative and support activities.

- An introductory project kick off meeting and training session at project initiation in Florence, AZ for allocating department personnel, key receiving department personnel, County management and/or elected officials and other project stakeholders.
- A Cost Plan 101 training session and comprehensive review of the draft cost allocation plan in Florence, AZ for Finance personnel or other project stakeholders.
- Assistance in preparing for delivery the final 2 CFR Part 200 cost allocation plan if required to designated agencies.
- Assistance in preparing the final 2 CFR Part 200 cost allocation plan related claims to federal and/or state sources to insure that the county receives all recoveries owed to it.
- Negotiation of the final 2 CFR Part 200 cost allocation plan with the appropriate federal and/or state officials if these officials request such negotiation.
- Assistance to County personnel to integrate project data into ongoing County operations.
- Support and respond to audit inquiries as necessary.
- Ongoing training, guidance and assistance to County personnel.
- Assistance to identify additional uses of the 2 CFR Part 200 cost allocation plan and Full Cost allocation plan data.
- Formal project status reports at intervals requested by County personnel (i.e. weekly, bimonthly).
- A formal project recap memo.

## **2. Compensation.**

For its work under this Agreement, MGT shall be paid on the following schedule:

These fees contain all direct and indirect costs including meetings, presentations, traveling, lodging, etc.

### **❖ Fixed Fee of \$13,210**

Any additional related services not included in this proposal that the Client may request will be billed upon approval at \$175 per hour, plus travel expenses.

Progressive payments are requested based on achieving the following project milestones are requested.

- ❖ 20% upon completion of on-site visit
- ❖ 50% upon delivery of draft reports

- ❖ 30% upon delivery of final reports

MGT shall render invoices to Client for fees earned. Invoices shall be payable on receipt and will be delinquent 25 days from receipt by Client. No payment shall be withheld or delayed by Client when, or to the extent that, such delay is the result of Client's failure promptly to review and accept the product or the Services or to perform any act necessary for MGT to proceed or continue with providing the Services.

### **3. Term and Termination.**

This agreement shall become effective upon its execution and delivery by the parties and shall remain in effect until completion of, and full payment for, the Services. For recordkeeping purposes, the term of this Agreement shall be from the date of signature thru September 22, 2017 unless an extension is agreed to by both parties, this contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party. In the event of early termination by Client, MGT shall be paid, upon invoicing in accordance with this Agreement, the agreed compensation (or if, due to termination, there is no agreed value for the services performed to date, MGT's standard hourly rates) for Services performed, plus expenses incurred, prior to termination.

### **4. Independent Contractor Status**

The relationship of MGT to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As an independent contractor, MGT shall comply with all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations. Neither MGT nor anyone employed or subcontracted by MGT shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant to Client.

### **5. Extension Options**

Upon agreement by both parties, this contract, and its associated scope of services can be extended annually for four additional years beyond the September 22, 2017 end date. To execute such extension, a written contract amendment must be executed by both parties that includes the additional scope of service, time frame for completion, and compensation terms.

### **6. Miscellaneous**

#### **6.1. No Continuing Waiver**

The failure or forbearance by either party in exercising any remedy available to it upon a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or continuing breach by either party.

#### **6.2. Entire Agreement.**

This written Agreement represents the entire agreement of the parties, and neither party is relying upon any negotiation, representation, warranty, promise, or covenant not set forth in this Agreement. This Agreement may not be modified or amended except by a written instrument for that purpose duly executed by both parties.

**6.3. Subcontracting and Assignment.**

MGT may utilize subcontractors in performing the Services, but MGT shall remain responsible to Client for performance under this Agreement. This contract shall be binding upon and inure to the benefit of both Client and MGT and their respective successors and assigns, if any, and legal representatives.

**6.4. Interpretation, Venue, and Severability.**

This agreement shall be construed, interpreted, and enforced in accordance with Arizona law without regard to conflicts of laws principles. Should any provision of this Agreement be held invalid or unenforceable by final judgment of a court of competent jurisdiction, it is the parties' intention that the remainder of this Agreement shall nevertheless be given effect as written. Any action arising out of or relating to this Agreement may be brought in the Arizona state court having jurisdiction in Pinal County, Arizona. If more than one party executes this Agreement as Client, then each such party shall be jointly and severally responsible for Client's performance and payment under this Agreement.

**6.5. Prior Performance.**

Services performed by MGT pursuant to Client's authorization, but before execution of this Agreement, shall be considered as having been performed pursuant to the terms and conditions of this Agreement.

**6.6. Notices.**

All written notices, demands or requests pursuant to this Agreement may be served (as an alternate to personal service) by registered or certified mail or air freight services that provide proof of delivery, with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows

If to MGT:

MGT of America Consulting, LLC.  
Attn: Bret Schlyer, (BUCSV)  
3800 Esplanade Way, Suite 210  
Tallahassee, FL 32311

If to Client:

Pinal County  
Attn: Levi Gibson, Finance & Purchasing Administration  
Building A  
31 N. Pinal Street  
Florence, AZ 85132

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may, from time to time, by written notice served upon the other as aforesaid, designate a

different mailing address, or (a) different or additional person(s) to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only and are not required to be personally served to comply with service of notice on a party.

**IN WITNESS WHEREOF**, this agreement has been executed and delivered by Client and MGT on the date first written above.

**Pinal County, Arizona**

Signature: 

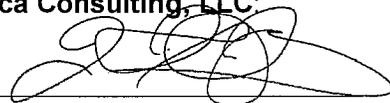
Name: Levi Gibson

Title: Finance Director

Address: PO Box 1348

City/State/Zip: Florence, AZ 85132

**MGT of America Consulting, LLC:**

Signature: 

Name: J. Bradley Burgess

Title: Executive Vice President

Address 3800 Esplanade Way, Suite 201

City/State/Zip: Tallahassee, FL 32311

Federal Employer ID: 81-0890071



PINAL COUNTY  
wide open opportunity

## Purchase Order

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

<b>PO Number</b>
<b>235828</b>
<small>This number must appear on all documents pertaining to this order.</small>

**PO Date: 9/30/2016**  
**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	LIBRARY/DISTRICT 92 W BUTTE AVE FLORENCE AZ 85132	INNOVATIVE INTERFACES, INC PO BOX 74008010 CHICAGO IL 60674-8010

Phone: -  
Fax: -

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

Confirming to:

<b>Buyer: Lori Pruitt, Buyer II</b>	<b>Requested Delivery Date: 1/31/2017</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:** Price Quote dated 9/20/16 for CU5436  
S-REMOTE-STAGE

Total is \$4500.00 to be paid in two payments, one now (\$2250) and the other to be paid in July 2017 (\$2250.00)  
DEPARTMENT CONTACT: Denise Keller 520-866-6461  
PO EMAILED TO: VINCE MESSINA (vince.messina@iii.com)

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00		LS		Server Staging, SQL config 1/2 due now, 1/2 due 7/17 PART NUMBER: S-PREMOTE-STAGE	\$0.00	\$2,250.00

Total Order: \$2,250.00

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>

09/30/2016  
DATE

*Lori Pruitt*  
Buyer Signature

**CONFIDENTIAL PRICE QUOTATION FOR**  
**Pinal County Library - CU5436**  
 20-September-2016

<i>Product Number</i>	<i>Product Name</i>	<i>Type</i>	<i>Quantity</i>	<i>Amount</i>
<b>S-PREMOTE-STAGE</b>	<b>Server Staging, SQL configuration:</b> Production Server - \$ 750 Training Server - \$750 Terminal Servers(4) \$500/per PAC Server - \$500 Phone Server - \$500 SIP Server - \$500	<b>Service</b>	<b>1</b>	<b>\$5,000</b> (Subject to 10% discount – total cost \$4,500 to be split into two equal payments, see below)

TOTAL CONTRACT AMOUNT: \$4,500  
 YEAR 1 CONTRACT VALUE: \$4,500  
 CURRENCY: USD

**Product/Service Description**

Polaris Support Staff will perform an upgrade of Polaris on a date mutually agreed on.  
 (Upgrade is assumed to be on existing servers.)

**Remote Server Staging**

**Remote Production/Training Server Staging**

Included in price:

- Load 3rd party software including:  
 Polaris (upgrade), MS SQL Server, ARCServe (Backup SW),Polaris Windows Components
- Polaris data migration (or restore)

**Remote Terminal Server Staging**

Included in price:

- Load 3rd party software including:  
 Polaris (upgrade), Polaris Windows Components
- Enable Terminal services
- \*Enable terminal server licensing

**Remote PAC Server & SIP Server Staging**

Included in price:

- Load 3rd party software including:  
 Polaris (upgrade), Polaris Windows Components

**Remote Phone Server Staging**

Included in price:

- Load 3rd party software including:  
 Polaris (upgrade),Polaris Windows Components, dialogic software
- Migrate telephony files

### **Customer Responsibility:**

- Load Operating System (for servers not pre-staged at Polaris)
- Integrate server into network
- Provide Polaris with remote access
- Load windows & critical updates (for servers not pre-staged at Polaris)
- Must have a person available to interchange CDs
- Provide local administrative rights to Polaris
- Load Anti-virus software (Customer Provided)
- Disk configuration setup. (RAID)

### **Payment Terms**

Payment will be made in two segments with 50% to be invoiced at time of service and the balance at the start of the next fiscal year – July, 2017. Final payment is due within 10 days of the start of the fiscal year.

### **Legal Terms & Conditions**

**Add-On Products ("Add-On Products"):** all fees payable within thirty (30) days of the date of receipt of an invoice from Innovative. Library is hereby granted a limited, non-exclusive, non-transferable and non-sublicensable license to use the Add-On Products described in this quotation for library information systems operations. No other license, express or implied, is granted hereunder. This license shall automatically terminate upon Library's failure to make timely payment of monies owed to Innovative as agreed to by the Library.

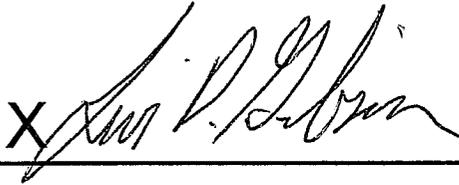
**Third Party Software/Hardware:** For product and services purchases which include Innovative providing third-party software or hardware products, payment terms for such software or hardware shall be the Product & Services Payment Terms above (as applicable), but Innovative reserves the right to require up to 100% of the cost of such products and services to be paid as of the Effective Date.

1. The terms and conditions of this quotation constitute an offer by either Innovative Interfaces Incorporated or Innovative Interfaces Global Limited (as checked above, "Innovative") to sell products and services to the Library, and if accepted by the Library, constitute a legally-binding obligation by the Library to purchase such products and services. Acceptance of this quotation by the Library may be completed by Library's signature of this quotation as provided below; issuance of a purchase order; or any form of acceptance otherwise recognized by applicable law. The terms and conditions of this quotation are valid for 45 days, and if not accepted by the Library within said time period, shall be deemed automatically revoked.
2. Unless otherwise specified in this quotation, payment terms for the products and services herein are net thirty (30) days from the invoice date.
3. This quotation is confidential between Library and Innovative.
4. A charge of 3.5% of the total order will be added for all credit card orders/payments over \$2000.
5. The terms and conditions of this quotation may be rejected, modified or superseded only by a written agreement mutually signed specifying the rejection, modification or supersession of the terms and conditions.
6. Payment for a Subscription New Installation Product constitutes pre-payment for subscription for the 12 months following the Effective Date.
7. L&M or Subscription Products automatically renew for 12 month terms following the expiration of the initial product term. The Library may cancel a L&M or Subscription Product only by notifying Innovative in writing of its intention not to renew at least ninety (90) days prior to the expiration of the current term. Payment for L&M or Subscription Renewal periods are prepaid, and must be received by Innovative at least thirty (30) days in advance of the new renewal period. Payment for any pro-rated portion of a L&M or Subscription Renewal period is due to Innovative within thirty (30) days of the date of receipt of an invoice

from Innovative for the pro-rated term. Pricing for all L&M or Subscription Renewals are subject to increase by Innovative.

8. If delivery or installation of any products or services to the Library under this quotation is postponed at the Library's request until a date more than six (6) months after the Effective Date, the Library will be invoiced the full amount of the purchase order on the date six (6) months after the Effective Date, in advance of delivery or installation of any products or services under this quotation. Innovative also reserves the right to change or increase the pricing of products and services under this quotation under such circumstances
9. If Library fails to pay Innovative any sums due under this quotation on a timely basis, Innovative reserves the right to discontinue maintenance, subscription and/or hosting services, as applicable, until Library fully pays to Innovative all sums (and related penalties) (together, the "Overdue Amount") due to Innovative
10. Innovative's Professional Services department will contact the Library's library coordinator within two (2) weeks after receipt of the Library's purchase order to schedule delivery or to arrange a meeting to discuss the delivery/installation process and schedule. Service delivery or product installation will usually be scheduled to commence within forty-five (45) days after receipt of the Library's purchase order. The Library should expect that completion of service delivery or product installation may take two (2) to three (3) months after commencement.
11. The above terms, conditions and quotations are subject to the approval of Innovative Interfaces, Inc. Contract Administration department.

*Vince Messina*

X 

Customer signature

**Levi D. Gibson**  
**Pinal County Finance Director**

Date: *9/28/16*

X \_\_\_\_\_

**Vince Messina**  
**Customer Sales Representative**



PINAL COUNTY  
wide open opportunity

# Purchase Requisition

235828

<b>Req. Number</b>
<b>149167</b>

**Req. Date: 9/27/2016**  
**Page: 1 of 1**

<b>Department Contact:</b> DIXON, VIRGINIA R. Phone: - Branch Plant: LI-PUBLIC LIBRARY SERVICES Fund Source: LIBRARY/DISTRICT	<b>Ship to:</b> LIBRARY/DISTRICT 92 W BUTTE AVE FLORENCE AZ 85132	<b>Supplier:</b> INNOVATIVE INTERFACES, INC PO BOX 74008010 CHICAGO IL 60674-8010  Phone: - Fax: -
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<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> 1/31/2017 <b>Payment Terms:</b> Net 30 <b>Shipping Terms:</b> FOB Destination
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**Reference:** Total is \$4500.00 to be paid in two payments, one now (\$2250) and the other to be paid in July 2017 (\$2250.00)

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00		LS		FY 16-17 POLARIS upgrade 1/2 pay now-1/2 pay 2250 in 7/17	\$0.00	\$2,250.00

<b>Total Order:</b> \$2,250.00
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