

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 17-1423

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, APPROVING THE PURCHASE OF AN EMPIRE CAT® EXCAVATOR WITH MINI SWING BOOM THROUGH ARIZONA STATE PROCUREMENT IN AN AMOUNT NOT TO EXCEED \$53,385.75; AND AUTHORIZE THE TOWN MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THIS TRANSACTION.

WHEREAS, the Town of Pinetop-Lakeside (Town) FY 2017/18 budget and the Town's Capital Improvement Plan (CIP) cites the purchase of an Empire Cat® Excavator with Mini Swing Boom; and

WHEREAS, the Town staff has reviewed the equipment's specifications and price for conformity standards, and price, and

WHEREAS, Town staff deems it prudent and cost-effective to utilize Arizona State Procurement to purchase this equipment (Exhibit A); and

WHEREAS, the Town of Pinetop-Lakeside is in agreement with the terms and conditions set forth in Customer Purchase Agreement (Exhibit B).

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona approving the purchase of an Empire Cat® Excavator with Mini Swing Boom through Arizona State Procurement in an amount not to exceed \$53,385.75; and authorize the Town Manager to execute all documents necessary to complete this transaction.

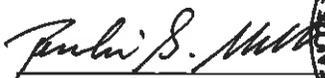
PASSED AND ADOPTED by a majority vote of the Mayor and Town Council of the Town of Pinetop-Lakeside in an open meeting on this 6th day of July, 2017.

TOWN OF PINETOP-LAKESIDE



Stephanie Irwin
Mayor

ATTEST:


Remilie S. Miller, MMC
Town Clerk



APPROVED AS TO FORM:



William J. Sims, III
Town Attorney

EXHIBIT "A"



Year: 2016

Model: 305.5E2 OR

Hours: 1157.0

Sales Price: \$54,000.00

Make: CATERPILLAR

Family: EXCAVATOR - MINI (303-308)

Serial Number: OCR500906

ID Number: E130703

Notice is hereby given that Empire Southwest, LLC has assigned its rights (but not its obligations) to CATD Exchange Services, LLC to sell equipment described herein, and, if applicable, to purchase trade-in property described herein, as part of an Internal Revenue Code Section 1031 exchange.

Configuration

Open Cab

Auxiliary Hydraulics

Blade, Leveling

Includes Product Link

Boom, One Piece

Bucket : YES

Coupler, Quick

Stick, Long

Attachments

Make	Model	ID Number	Serial
CATERPILLAR	305.5 CPLR	E130703-C	2070523-21
CATERPILLAR	305E-30 BU	E131859	HD141001728

Warranty Information

Description	Start Hours	Expiration Hours	Effective Date	Expiration Date
POWERTRAIN + HYDRAULICS	0	3000	3/18/2016	3/18/2019



Year: 2016

Model: 305.5E2 OR

Hours: 1157.0

Sales Price: \$54,000.00

Make: CATERPILLAR

Family: EXCAVATOR - MINI (303-308)

Serial Number: OCR500906

ID Number: E130703

Ordered Configuration

CAT C2.4 ENGINE ARR 457-1443, S/N 7FPA825CA.DOORS EIN# GV8X36 ISSUED
03/02/16CA.DOORS DECAL INSTALLED 03/15/16

Seq #	Product Reference	Description
1	3977126	CONTROL PATTERN CHANGER
2	4194783	ALARM, TRAVEL
3	4287873	SEAT VINYL, W/ SUSPENSION
4	4342092	BELT, SEAT, 3" RETRACTABLE
5	4525620	305.5E2 HYDRAULIC EXCAVATOR
6	4562629	CANOPY, TOPS
7	4562671	ELECTRICAL ARRANGEMENT
8	4525632	COOLING, HIGH AMBIENT
9	0P9003	LANE 3 ORDER
10	4639124	STICK PKG LONG W/O 2ND AUX
11	3794677	LINES, AUXILIARY, LONG STICK
12	3977078	LINKAGE BUCKET W/ LIFTING EYE
13	4155078	LINES, BUCKET, LONG STICK
14	4638016	HYDRAULICS STD W/O 2ND AUX
15	4648574	STICK, LONG, HEAVY DUTY
16	3977086	LINES, BOOM
17	3977064	LINES, STICK
18	4362494	TRACK, RUBBER BELT
19	4534770	BATTERY, DISCONNECT
20	3670949	COUNTERWEIGHT, STANDARD
21	3774520	DRAIN, ECOLOGY
22	4638033	BLADE, 77", WELD-ON
23	4218926	SERIALIZED TECHNICAL MEDIA KIT
24	4194832	BEACON SOCKET
26	0P0210	PACK, DOMESTIC TRUCK
27	4614588	INSTRUCTIONS, ANSI
28	3977142	FILM, QUICK COUPLER, ANSI

EMPIRE
Since 1950

CAT

Year: 2016

Model: 305.5E2 OR

Hours: 1157.0

Sales Price: \$54,000.00

Make: CATERPILLAR

Family: EXCAVATOR - MINI (303-308)

Serial Number: OCR500906

ID Number: E130703

Photos



EXHIBIT "B"



Notice this Agreement has LKE equipment

Customer Purchase Agreement

Account Manager: Greg Smith

PSR: Todd Richardson

DBS Agreement #: X09093 swap

Customer #: 0053433

Date: 6/15/2017

Customer Name: TOWN OF PINETOP LAKESIDE

Contact: MATT PATTERSON

Contact Phone: 928-368-8696

Address: 958 N WOODLAND RD

City\State\ZIP: LAKESIDE AZ 85929-7022

Phone: 928-368-8696

Invoicing Customer: TOWN OF PINETOP LAKESIDE - 0053433G

PO #:

Terms: On Account - Customer PO

Special Payment Instructions: Please pay to CATD Exchange Services, LLC, PO Box 29879, Phoenix AZ 85039-9879, Attn: Accounting.

Please include the following information with your payment or wire:

Invoicing Customer:TOWN OF PINETOP LAKESIDE

Customer Number: 0053433

Agreement Number: X09093 swap

Serial Number(s): 0CR500906, 2070523-21, HD141001728

Delivery Location:

City\State: LAKESIDE, AZ

F.O.B: EMPIRE

Job Site Location: SHOW LOW, AZ

Bond #:

Cust. Required Delivery Date: 7/31/2017

Freight: The freight will be provided by a Common Carrier and paid for by: Client Pickup

Equipment

Serial Number	Year	Model	ID #	Inv	Make	Description	Sell Price
0CR500906	2016	305.5E2 OR	E130703	NF	CATERPILLAR	EXCAVATOR WITH HYDRAULIC THUMB (PURCHASED WITH NATIONAL IPA, CITY OF TUCSON CONTRACT) EMISSION WARRANTY OFF HWY Expires: 03-18-21 POWERTRAIN + HYDRAULICS Expires: 03-18-19	\$49,500.00
2070523-21		305.5 CPLR	E130703-C	NR	CATERPILLAR	OTHER ATTACHMENT	\$0.00
HD141001728		305E-30 BU	E131859	NR	CATERPILLAR	BUCKET	\$0.00

Sub Total: \$49,500.00

State/County Sales Tax (Navajo County 6.10%): \$3,019.50

City Sales Tax (Mesa 1.75%): \$866.25

Balance Due: \$53,385.75

Customer Purchase Agreement

Signatures:

Customer

Date

Customer

Date

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

Any on-road heavy-duty diesel, alternative-diesel, or off-road diesel vehicle, operated in California, may be subject to the California Air Resources Board In-Use On-Road (Truck and Bus) or In-Use Off-Road Diesel Vehicle Regulations. It therefore could be subject to exhaust retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at <http://www.arb.ca.gov/dieseltruck> for the Truck and Bus Regulation or <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm> for the Off-Road Regulation.

Notice is hereby given that Empire Southwest, LLC has assigned its rights (but not its obligations) to CATD Exchange Services, LLC to sell equipment described herein, and, if applicable, to purchase trade-in property described herein, as part of an Internal Revenue Code Section 1031 exchange.

EXHIBIT "C"



Douglas A. Ducey
Governor

Craig C. Brown
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

OFFICE OF THE DIRECTOR

100 NORTH FIFTEENTH AVENUE • SUITE 401
PHOENIX, ARIZONA 85007

(602) 542-1500

ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

State of Arizona Procurement Office

and

Pinetop-Lakeside, Town of

(Organization Name – Eligible Procurement Unit)

This Cooperative State Purchasing Agreement (“Agreement”) is entered between the parties in accordance with Arizona Revised Statutes §41-2631, *et seq.*, Article 10 Intergovernmental Procurement, which authorizes cooperative purchasing for public procurement units and nonprofit organizations; and the Arizona Administrative Code R2-7-1001, which permits the governing body of any Eligible Procurement Unit to enter into an Agreement with the State for the purpose of utilizing State contracts.

The purpose of this Agreement is to permit the Eligible Procurement Unit named above, hereafter known as the State Cooperative Member, to purchase materials and services from State contractors at the prices and terms expressed in contracts between the State and those State contractors.

In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result there from, the State and the State Cooperative Member agree as follows:

1. The State shall conduct the procurement in compliance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its Rules, A.A.C. Title 2, Chapter 7.
2. The specifications for the materials and services will be determined by the State Procurement Administrator or delegated State agencies.
3. The State will identify the State Cooperative Member as an eligible participant in any solicitation intended for general use by State Cooperative Members. In addition, the State may invite the State Cooperative Member to participate in

certain exclusive solicitations. Only State Cooperative Members indicating an interest in participating in these exclusive solicitations will be eligible to participate in the resulting State contracts.

4. The State Cooperative Member's use of eligible State contracts is discretionary. Participation in the State Purchasing Cooperative shall not restrict or limit member's ability to seek competition as needed. However, the State Cooperative Member shall not use a State contract as a means of coercion to obtain improper concessions, including lower prices, from State contractors or any other suppliers for the same or similar materials or services. The State Cooperative Member is also prohibited from participating in any organization or group that seeks to obtain such concessions from State contractors or other suppliers based on State contracts.
5. The State shall provide the State Cooperative Member with access to listings of all eligible State contracts. The original copy of each State contract is a public record on file with the State. The State's eProcurement System shall provide all contract information available and be used for contract purchases.
6. The State Cooperative Member shall:
 - a. Ensure that purchase orders issued against eligible State contracts are in accordance with the terms and prices established in the State contract.
 - b. Make timely payments to the State contractor for all materials and services received in accordance with the terms and conditions of the State contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the State Cooperative Member shall be the exclusive obligation of such unit.
 - c. Be responsible for the ordering of materials or services under this Agreement. The State shall not be liable in any fashion for any violation by the State Cooperative Member of this Agreement and, with the exception of other Arizona State entities subject to A.R.S. §41-621, the State Cooperative Member shall hold the State harmless from any liability which may arise from action or inaction of the State Cooperative Member relating to this Agreement or its subject matter.
 - d. Cooperate and assist the State when requested to validate transactions reported by vendors on quarterly usage reports filed with the State Procurement Office.
7. The exercise of any rights or remedies by the State Cooperative Member shall be the exclusive obligation of such unit; however, the State, as the contract administrator and without subjecting itself to any liability, may join in the

resolution of any controversy should it choose to do so.

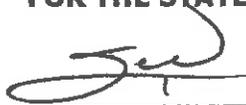
8. The State Cooperative Member shall endeavor to utilize State contracts to the fullest extent possible. That is, the State Cooperative Member is to make an effort to purchase all items covered under exclusive contracts and shall not fracture purchases by means of utilizing line items from alternate contracts. Such practices weaken the State's ability to negotiate lowest possible volume prices. Exclusive contracts are those that offer the State Cooperative member the option to participate exclusively, rather than permissively, and shall be identified as such within the contract documents.
9. Failure of the State Cooperative Member to secure performance from the State contractor in accordance with the terms and conditions of its purchase order does not necessarily require the State to exercise its own rights or remedies.
10. This Agreement shall take effect with execution by both Parties on the date signed by the State Procurement Administrator, and shall remain in effect for a total period of five (5) state fiscal years. The State reserves the right to amend the agreement during the term of the Agreement.
11. This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
12. This Agreement is exempt from the provisions of A.R.S. §§ 11-952(D) and 12-1518.
13. The State Cooperative Member certifies that its organization shall comply with the State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with A.R.S. Title 41 Chapter 9, Article 4 and Executive Order No. 2009-09 dated October 20, 2009.
14. The State Cooperative Member hereby acknowledges that each State contractor shall be remitting an administrative fee to the State, based upon the member's purchasing volume under the state contracts.
15. The State Cooperative Member authorizes State contractors to release usage information to the State. Usage information shall be limited to the State Cooperative Member's purchasing activity and shall generally consist of, but shall not be limited to, purchase order information including purchase date(s); units purchased, their descriptions and quantities; unit prices and aggregate amounts paid for all materials and services purchased off of the State's contract.
16. The State may terminate this Agreement without notice if the State Cooperative Member fails to comply with the terms of a State contract or this Agreement.
17. Except as provided in Paragraph 15, either of the Parties may terminate this Agreement with at least thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the Parties of this Agreement, having caused their names to be affixed hereto by their proper officers, hereby execute this Agreement on the dates indicated hereunder.

FOR THE STATE COOPERATIVE MEMBER:

FOR THE STATE:

Kevin O. Rodolph



Signature:

Signature:

Name: Kevin O. Rodolph

Name: Punit Chhabra

Title: Finance Director

Title: Statewide Procurement Group
Manager

Date: 6/22/2017

Date: 6/22/2017

**ARIZONA STATE PURCHASING COOPERATIVE
State Cooperative Member Contact Information**

Name of Organization: Town of Pinetop-Lakesie	
Name of Contact Person: Kevin O. Rodolph	Qualification: (Click on appropriate box) <input checked="" type="checkbox"/> Political Subdivision <input type="checkbox"/> Non-Profit Educational Institution* <input type="checkbox"/> Non-Profit Healthcare Institution* <input type="checkbox"/> Non-Profit Other*
Title of Contact Person: Finance Director	
Telephone number of contact person: (928) 368-8696 x 226	Fax: (928) 368-8528
E-mail address of primary contact person: krodolph@pinetoplakesideaz.gov	
E-mail address of secondary contact person: mjones@pinetoplakesideaz.gov	
(If possible, please provide a general email address that can be forwarded to the contact person and that will not change should the contact person leave the organization. The person receiving email from the State Procurement Office at the address above needs to be responsible to forward the information to other interested parties at your organization as needed.)	
Physical Address: 958 S. Woodland Road, Lakeside, AZ 85929	
Mailing Address (if different from the physical address): 	
Federal ID Tax Number: 860500206	

Please send completed agreements and changes in contact information to:
 State Procurement Office
 Arizona State Purchasing Cooperative
 100 North 15th Avenue, Suite 201
 Phoenix, Arizona 85007
 Or by e-mail to: spo@azdoa.gov

***Non-profit entities must attach proof of non-profit status with the agreement**
 Please notify the State Procurement Office of any changes to this information.