

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 1<sup>st</sup> day of July, 2026, by and between the CITY OF DOUGLAS, ARIZONA, an Arizona municipal corporation (“City”), and Aldridge Consulting LLC, an Arizona limited liability company (“Auditor”).

WHEREAS, City desires to retain a consultant (Aldridge Consulting LLC) to primarily focus on external sales tax auditing services (“Services”) and to make payment for the same in accordance with the terms and conditions set forth in this Agreement.

WHEREAS, in procuring these services, City has complied with the procedures set forth in the City of Douglas City Code and City of Douglas Charter.

NOW, THEREFORE, City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services required according to the terms and conditions and for the consideration hereinafter set forth:

1. CONSULTANT’S DUTIES: Aldridge Consulting LLC, assistance with expertise in the following areas.

- A. Aldridge Consulting LLC, primary focus will be to provide complete sales and use tax audits of businesses, prepare correspondence and process reviews through the Arizona Department of Revenues; attend administrative hearings as necessary and provide documentation to support audit findings. Provide taxpayer assistance as requested, prepare monthly reports on the progress of the project.

In accordance with the terms and conditions set forth in this Agreement, the Request for Proposals – (“RFQ”), attached hereto as Exhibit A and incorporated herein, and Consultant’s Proposal, attached hereto as Exhibit B and incorporated herein.

2. COMPENSATION: In accordance with the terms and conditions of this Agreement, City shall compensate Consultant for its professional services as follows:

Consultant shall bill City annually Thirty-Six Thousand and 00/100 Dollars (\$36,000) in twelve monthly installments of \$3,000.00 per month. Exhausting the total amount payable for activities described in Section 1 above shall not relieve Consultant of its obligations to perform such services. Should City request additional services beyond those specified in Section 1, Consultant shall charge, and City shall pay, a rate as mutually agreed upon in writing prior to Consultant performing the additional services.

3. TERM; COMPLETION DATE. The term of this Agreement shall commence upon

execution by both Parties. Contract duration of 12 months subject to annual renewals by mutual agreement in writing.

4. CONSULTANT BILLING: Consultant shall bill City monthly on a time and expenses basis in a total amount not to exceed Section 2 above. City shall pay such billings within thirty (30) days of the date of receipt of the Consultant's invoice, unless a good faith dispute exists as to any obligation to pay all or a portion of the invoice.

5. ACCEPTANCE OF WORK: The City or its designee shall have the right to reject all or any work product submitted under this Agreement which does not meet the required specifications. In the event of any such rejection, the Consultant agrees to promptly remedy any and all deficiencies. No compensation shall be due for any rejected work until such deficiencies have been corrected.

6. CITY'S STANDARD OF PERFORMANCE: City shall furnish the Consultant with all data, information and other supporting services specified.

7. CONSULTANT'S STANDARD OF PERFORMANCE: While performing the services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the State of Arizona, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Consultant shall be responsible for all errors and omissions Consultant commits in the performance of this Agreement that are a breach of this standard.

8. CONFIDENTIALITY: Consultant, and any subcontractors or individuals hired by Consultant to perform the services under this Agreement, shall keep any information concerning City matters confidential and agree that they will not make any statement, give an interview or provide any information to any person, corporation or other entity, including without limitation any media source, in relation to the project or the services to be provided under this Agreement without the prior written consent of City. Consultant, and any subcontractors or individuals hired by Consultant, agree not to disclose to any other person or entity (unless required by law) any confidential information concerning City matters during and after this Agreement.

9. NOTICES: All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to City:

City of Douglas  
Attn: Ana Urquijo, City  
Manager  
425 10<sup>th</sup> Street  
Douglas, AZ 85607

If to Consultant:

Cindy Aldridge  
Aldridge Consulting, LLC  
PO Box 2288  
Lake Havasu City, AZ 86405-2288

10. TERMINATION: The City may terminate this Agreement if the Consultant (i) fails to fulfill in a timely and proper manner its obligations under this Agreement; or (ii) is otherwise guilty of substantial breach of a provision of the Agreement. In the event of such termination, Consultant shall deliver to City all work in any state of completion at the date of effective termination. When any of the above reasons exist, the City may without prejudice to any other rights or remedies and after giving the Consultant ten (10) days written notice, terminate this Agreement with the Consultant. When the City terminates the Agreement for one of the reasons stated above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Consultant and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined. Upon the receipt of a notice of termination from the City, Consultant shall (i) promptly discontinue all services affected (unless the notice directs otherwise), and (ii) deliver or otherwise make available to the City copies of data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in the performance of this Agreement.

11. SUBCONTRACTORS: Consultant shall, within ten (10) days after the execution of this Agreement and before awarding any subcontract, furnish City with a list of proposed subcontractors, if any, and shall not employ any that City may object to for any reason. Consultant agrees that it is as fully responsible to City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relations between any subcontractor and City.

12. RECORDS: Records of Consultant's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Consultant shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

13. INSURANCE:

13.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly authorized to do business in the

State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

The firm shall procure and maintain, at its own expense, the following insurance coverage throughout the term of the contract and any extensions, acknowledging the firm's obligation to obtain appropriate insurance and waiving rights to recovery from the City of injuries sustained due to the firm's negligence:

Professional Liability (Errors and Omissions) Insurance: Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, covering acts, errors, or omissions in the professional services, including auditing and tax advice.

Commercial General Liability Insurance: Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, including coverage for premises, operations, products, and completed operations.

Workers' Compensation Insurance: As required by Arizona law, with Employer's Liability limits of at least \$1,000,000.

Cyber Liability Insurance: Minimum limits of \$1,000,000 per claim, covering data breaches, privacy violations, and confidential information handling (given access to taxpayer records).

Automobile Liability Insurance: If vehicles are used in performance of services, minimum limits of \$1,000,000 combined single limit.

The City of Douglas shall be named as an additional insured on all policies except Professional Liability and Workers' Compensation. Certificates of Insurance must be provided prior to contract execution and upon renewal.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation/Employer's Liability insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Consultant shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Consultant shall execute written agreement with the Subcontractor containing the indemnification provisions and insurance requirements (unless waived by City in City's sole discretion) set forth herein protecting the City and the Consultant. The Consultant shall be responsible for executing the agreement with the Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be the Consultant's responsibility to forward renewal certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates of insurance shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

- (a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 or equivalent.
- (b) Auto Liability - Under ISO Form CA 2048 or equivalent.
- (c) Excess Liability - Follow Form to underlying insurance.

(2) The Consultant 's insurance shall be primary and non-contributory insurance as respects performance of the Agreement, except Workers' Compensation/Employer's Liability insurance and Professional Liability insurance, if applicable.

(3) All policies, excluding Professional Liability, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Consultant under this

Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

13.2 Required Insurance Coverage.

a. Commercial General Liability. The Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. Such limits may be met in combination of primary and excess policies. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. Coverage under the policy will be at least as broad as ISO policy forms CG 00 010 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials, volunteers and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you."

b. Professional Liability (Errors and Omissions Liability). Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

c. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant 's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, except for non-payment of premium, without thirty (30) days prior written notice to City.

14. RIGHT OF CITY TO CONTRACT WITH OTHERS: Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular consultant.

15. UNCONTROLLABLE FORCES: City and Consultant shall exert all efforts to perform their respective responsibilities under this Agreement. However, neither party shall hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God or the public enemy, or other events beyond the control of the other or the other's employees and agents.

16. INDEMNIFICATION: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or is in any way connected with the performance of work under this Agreement by Consultant, or any of Consultant's employees, agents or subconsultants, and from all claims by Consultant's employees, subconsultants and agents for compensation for services rendered to Consultant in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall only apply to any and all negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Consultant or Consultant's employees, subconsultants or agents. This section shall survive the expiration or early termination of the Agreement.

17. WAIVER OF TERMS AND CONDITIONS: The failure of City or Consultant to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

18. INDEPENDENT CONTRACTOR: Consultant shall at all times during Consultant's performance of the services retain Consultant's status as independent contractor. Consultant's employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Consultant.

19. DISPUTE RESOLUTION. Neither party shall commence any litigation in any court concerning a dispute arising out of or related to this Agreement unless such party shall first give a written notice to the other party setting forth the nature of the dispute. If the parties cannot resolve the dispute between themselves, the parties agree that there shall be a sixty (60) day

moratorium on litigation during which time the parties will agree to attempt to settle the dispute by binding arbitration for all claims for compensation, costs and expenses or damages equal to or less than \$50,000 and non-binding arbitration for claims greater than \$50,000. The matter in dispute shall be submitted to an arbitrator mutually selected by the City and Consultant. In the event that the parties cannot agree upon the selection of an arbitrator within ten (10) days, the parties shall request that the presiding judge for the Superior Court in and for the County of Cochise, State of Arizona, assign an arbitrator from a list of arbitrators maintained by the American Arbitration Association or similar association. The decision of the arbitrator shall be binding and unappealable for claims of \$50,000 or less. If the dispute for claims greater than \$50,000 has not been resolved by arbitration as provided above within sixty (60) days after delivery of the dispute notice, then either party may proceed to litigation. The cost of such arbitration shall be divided equally between City and Consultant. Notwithstanding the above, the duty to arbitrate disputes hereunder shall not prevent a party from seeking preliminary judicial relief if such action is necessary to avoid irreparable damage during the pendency of the arbitration.

20. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Cochise County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

21. OWNERSHIP OF RECORDS AND REPORTS: All of the files, reports, documents, information and data prepared or assembled by Consultant under this Agreement shall be and remain the property of City and shall be forwarded to City at any time City requires such papers.

22. NONASSIGNMENT: This Agreement has been entered into based upon the personal reputation, expertise and qualifications of Consultant. Consultant shall not assign its interest in the Agreement, either in whole or in part. Consultant shall not assign any monies due or to become due to it hereunder without the prior written consent of City.

23. THIRD PARTY BENEFICIARIES: There are no third-party beneficiaries of this Agreement.

24. ENTIRE AGREEMENT: This Agreement, including Exhibit A and Exhibit B represent the entire agreement between City and Consultant and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be

valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

25. SEVERABILITY: If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

26. CONFLICTS OF INTEREST: The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.

27. AMERICANS WITH DISABILITIES ACT: This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFF Parts 35 and 36. (Non-Discrimination: The Consultant shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The Consultant shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

28. FEDERAL REGULATIONS: Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Consultant acknowledges, by signature to this agreement, that: Consultant is not currently suspended or debarred from contracting with the federal government or any of it's agencies or the State of Arizona or any of its political subdivisions; Consultant's principals are not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions.

29. UNDOCUMENTED WORKERS: Consultant understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. §41-4401, Consultant hereby warrants to the City that the Consultant and each of its subcontractors ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Consultant to penalties up to and including termination of this Agreement at the sole discretion of the City. The City retains the legal right to inspect the papers of any Consultant or Subcontractor employee who works on this Agreement to ensure that the Consultant or Subcontractor is complying with the Immigration Warranty. Consultant agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Consultant

and any of subcontractors to ensure compliance with Immigration Warranty. Consultant agrees to assist the City in regard to any random verification(s) performed.

Neither the Consultant nor any Subcontractor shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this paragraph must be included in any contract the Consultant enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

30. NO KICK-BACK CERTIFICATION: Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has an interest, financially or otherwise, in the Consultant's firm. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid Consultant hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

31. ISRAEL BOYCOTT: Consultant certifies that it currently does not participate in and agrees not to participate in during the term of this Agreement, a boycott of Israel in accordance with A.R.S. §35-393.01.

32. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED. Pursuant to A.R.S. §35-394, Consultant hereby certified to City as follows: that it is not currently using, and agrees for the duration of this Agreement to not use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. Consultant further acknowledges and agrees that: (1) if the Consultant becomes aware during the term of this Agreement that it is not in compliance with this certification that Consultant will notify the City within five (5) business days after becoming aware of the noncompliance; and (2) if Consultant does not provide the City with a written certification that Consultant has remedied the noncompliance within one hundred eight (180) days after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The City retains the legal right to inspect the records of Consultant to ensure compliance with this certification for the duration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

CONSULTANT:

**Aldridge Consulting LLC,**  
**An Arizona limited liability company**

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

Its: \_\_\_\_\_

**CITY OF DOUGLAS**  
An Arizona municipal corporation

\_\_\_\_\_

City Manager

**EXHIBIT A**  
**City of Douglas**  
**REQUEST FOR**  
**PROPOSALS**

# REQUEST FOR PROPOSALS

**RFP 2026-F-006**



## EXTERNAL SALES TAX AUDITING SERVICES

## **BID NOTICE**

**NOTICE IS HEREBY GIVEN** that the Mayor and Common Council of the City of Douglas will receive sealed Bid Proposals until Four O'clock p.m. (4:00 p.m.) on the 19<sup>TH</sup> day of March 2026 for the following.

### **External Sales Tax Auditing Services**

Specifications may be obtained at our website [www.douglasaz.org/bids.aspx](http://www.douglasaz.org/bids.aspx). Bids will be received until the above hour specified and will be opened on said date and time at a Bid Opening to be conducted by the Procurement Specialist in the Council Chambers. Address all Bids to City of Douglas, Clerk, Alma Andrade, 425 10<sup>th</sup> St., Douglas, Arizona 85607, specifying on the outside wrapper the nature of the Bid and reference RFP# 2026-F-005. The Council reserves the right to reject any Bid, defer action on Bids and to waive any informality thereof. Any late submissions will be returned to the sender.

Dated at Douglas, Arizona this February 23, 2026

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Rene Rios  
Procurement Specialist  
City of Douglas

## INSTRUCTIONS TO VENDORS

### 1. **Preparation of Solicitation:**

- a. All responsive offers shall be on the forms provided in this solicitation. It is permissible to copy these forms as required. Telegraphic offers or mailgrams will not be considered.
- b. The Offer document of the solicitation must be submitted with an original ink signature by the person authorized to sign the offer. Unsigned offers will be considered non-responsive and rejected.
- c. Erasures, interlineations or other modifications in the offer must be initialed by a person authorized to sign the offer section of the solicitation.
- d. In case of error in the extension of prices in the offer, the unit price will govern. No offer shall be altered, amended or withdrawn after the specified time and date for opening offers.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any item or requirement that may not be clear to them and to check all responses for accuracy before submitting an offer.
- g. No responsibility will be attached to a City employee for premature opening of an offer not properly addressed and identified in accordance with the solicitation documents.
- h. A late submittal notification will be sent to the Offeror. Late offer submittals will not be considered under any circumstances.
- i. Envelopes with insufficient postage may not be accepted by the City of Douglas.

2. **Prospective Offerors Conference:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstandings of the City's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a

written addendum to the solicitation. Oral statements or instructions will not constitute an addendum to this solicitation.

3. **Withdrawal of Bid/Proposal:** At any time prior to the specified time and date set for bid/proposal opening, an Offeror (or designated representative) may withdraw the offer. The offer may not be amended or withdrawn after due date and time.
4. **Addendum to Solicitation:** Receipt of a solicitation addendum must be acknowledged by the Offeror in the submittal.
5. **Discounts:** Payment discount periods will be computed from the date of receipt of goods or correct invoice, whichever is later, to the date payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of twenty (20) calendar days or more will be deducted from the offer price in determining the low offer. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
6. **Taxes** Sales Tax shall be included.
7. **Award of Contract:**
  - a. Unless the Offeror states otherwise, the Buyer reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. If the Offeror's offer is an "All or nothing" offer, it must be so indicated on the Offer Sheet.
  - b. The City of Douglas, notwithstanding any other provisions of this solicitation (including attached documents), expressly reserves the right to:
    1. Waive any insignificant defect or informality in any offer or solicitation procedure;
    2. Reject any or all offers; or
    3. Cancel the solicitation.
  - c. An offer in response to a solicitation is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's solicitation. Offers do not become contracts unless, and until, they are accepted by the City of Douglas. A contract is formed when the City Purchasing Office gives written notice of award(s) to successful offeror(s). In the absence of a provision to the contrary in the solicitation, the contract has its inception in the award as distinguished from a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the solicitation.

**CITY OF DOUGLAS  
STANDARD TERMS AND CONDITIONS**

The following terms and conditions, as applicable, are an explicit part of the solicitation and any resultant contract. Any exceptions thereto must be specific and in writing.

1. **CERTIFICATION.** By signature in the Offer section of the solicitation, the Vendor certifies that:
  - A. The Vendor has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of any contract resultant from this solicitation.
  - B. The prices in this solicitation have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other Vendor, or potential Vendor.
  - C. The Vendor shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 and State Executive Order No. 75.5 and A.R.S. Section 31-1461 et. seq.
2. **CONTRACT MODIFICATION.** No modification of this contract shall bind Buyer unless a formal Contract Amendment is executed between Buyer and Vendor.
3. **SHIPMENT UNDER RESERVATION PROHIBITED.** Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.
4. **PACKING AND SHIPPING.** Vendor shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination, address and purchase order number.
5. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of goods must fully comply with all provisions of this contract as to time of delivery, quantity, assortment, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Vendor shall not have the right to substitute a conforming tender.
6. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH.** Each installment or lot of this contract is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of the contract as a whole.
7. **GRATUITIES.** The Buyer may, by written notice to the Vendor, cancel this Contract if it is found by Buyer that gratuities, in form of entertainment, gifts or

otherwise were offered or given by the Vendor or any agent or representative of the Vendor, to any officer or employee of the City of Douglas with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor the amount of the gratuity.

8. **WARRANTIES.** Vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings, and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purposes. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligations of vendor or the right of Buyer under the foregoing warranties.
9. **ASSIGNMENT - DELEGATION.** No right or interest in this contract shall be assigned by Vendor without the written permission of Buyer, and no delegation of any duty of Vendor shall be made without permission of Buyer. Any attempted assignment of delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
10. **ASSIGNMENT - CLAIMS.** Vendor and the City of Douglas recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact borne by the City of Douglas. Therefore, Vendor hereby assigns to the City of Douglas any and all claims for such overcharges.
11. **ADVERTISING.** Vendor shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information as provided by appropriate statutes.
12. **DELIVERY ORDERS.** The City of Douglas shall issue a Purchase Order for the goods or services covered by this contract. All such Purchase Orders will reference the contract number as indicated on the solicitation.
13. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives the goods at the point of delivery.
14. **INSPECTION.** All goods are subject to final inspection and acceptance by Buyer. Material failing to meet the requirements of this Contract will be held at Vendor's risk and may be returned to the Vendor. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of the Vendor.

15. LIENS. All goods delivered and labor performed under this Contract shall be free of all liens, and if Buyer requests, a formal release of all liens will be delivered to Buyer.
16. REMEDIES AND APPLICABLE LAW. This Contract shall be governed by the law of the State of Arizona, and Buyer and Vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract may be brought only in the courts of the State of Arizona.
17. CONFLICT OF INTEREST. Pursuant to A.R.S. Section 38-511, a municipality may, within three (3) years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the municipality is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
18. FORCE MAJEURE. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as results or effects of the force majeure prevent the party from resuming performance in accordance with this Agreement.

Force majeure shall not include the following occurrences:

- A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- B. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and condition. Any delay or failure in performance by either party hereto shall

not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

(1) If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed Certified-Return Receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

19. **RIGHT TO ASSURANCE.** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

20. **INTERPRETATION - PAROLE EVIDENCE.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

21. **COMPLIANCE OF LAWS.** The final contract must be in compliance with all Federal, Arizona and City of Douglas laws and regulations and is subject to termination by the City, termination for non-availability of funding and for prepayment, without penalty. In addition, all agreements are subject to review by the City Attorney.

**CHOICE OF LAW.** The parties hereby agree that Agreement was negotiated, made and entered into in Arizona and under the laws of Arizona.

23. **DISPUTE RESOLUTION.** All claims, disputes and other matters in question between Owner and Contractor arising out of, or relating to the Contract Documents, or the breach thereof will be decided by binding, unappealable

arbitration, if the claim for compensation, costs and expenses or damages is equal or less than \$50,000.

Nothing herein contained shall be so construed as to preclude the Contractor from commencing a legal action in relation to claims in excess of \$50,000, but the Contractor's sole legal remedy in relation to claims of \$50,000 or less shall be binding, unappealable arbitration as prescribed.

All arbitration of claims shall be conducted in Douglas, Arizona, in accordance with the Uniform Rules of Procedure for Arbitration adopted by the Arizona Supreme Court (Uniform Rules), except for any rules therein allowing or concerning appeal. Where necessary to allow arbitration to proceed, the Owner and Contractor shall execute an Agreement of Reference consistent with the provisions of this paragraph and the Uniform Rules as modified by this paragraph.

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Should either party to the Agreement bring an action to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in connection therewith.

Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the Owner, Engineer or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

24. QUANTITIES. As shown in the bid form are estimates only based upon available information. The City reserves the right to adjust the quantities as necessary to meet its need.
25. FUNDS APPROPRIATION. If funds are not appropriated to continue this agreement and for the payment of charges hereunder, the City may terminate this agreement at the end of the fiscal period. The City agrees to give written notice of termination to the contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the contractor all charges incurred through the end of such period.
26. BID/PROPOSAL AND/OR PERFORMANCE BONDS SHALL BE REQUIRED AS SPECIFIED. Vendors failing to supply a bond as specified in the solicitation will be considered non-responsive and their offer will not be considered. Unless otherwise specified in the solicitation, performance bonds can be requested from

successful bidders at the sole discretion of City of Douglas. Vendor failing to supply performance bond as required will forfeit his offer, bond, if any, and the award. Performance bonds shall be furnished within fifteen (15) calendar days of the notification of award; date of U.S. Postmark will be accepted as date of delivery of performance bond.

27. PATENTS. Seller agrees to defend Buyer at seller's own expense, in all suits, actions or proceedings in which buyer is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from buyer's use of the goods purchased as a result of this solicitation. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against Buyer.

Seller agrees to indemnify and hold harmless the Buyer from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of Buyer's purchase and use of goods supplied by the seller. Vendor will indemnify Buyer against all claims for damages to persons or property resulting from defects in materials or workmanship. It is expressly agreed by seller that these covenants are irrevocable and perpetual.

28. BID PRICE. Price offered shall be made F.O.B. Douglas, delivered to the designated delivery points within the metropolitan area. Items will be delivered at the location designated by the City.
29. NO-COLLUSION. The Vendor will be required to complete, notarize and submit as part of this solicitation package the attached "No-Collusion Affidavit". Failure of the Vendor to submit a properly executed affidavit may be grounds for rejection of the offer.
30. CONTRACT AWARD. If contract award is over \$50,000.00, it will be at the discretion of the City Council as to whether or not to make award, to whom, or to reject offers.
31. STANDARDS. The specifications attached herein this solicitation shall be considered minimum acceptable to City standards. Offers for lower standard materials, products or services will be justification for rejection of offer(s) by the City.
32. INFORMATION ON ITEMS. Supplies and materials offered shall be of current design and meet specifications. Offeror must identify the manufacturer of each product being offered. Offeror should supply all information necessary for the City to determine (a) whether the product offered meets the requirements of the specifications, and (b) exactly what the offeror proposes to furnish. The offeror must certify that the material offered meets all technical specifications of the solicitation documents. Offeror may be requested to furnish samples of items proposed at no cost to the City. The City reserves the right to call for samples

from any Offeror to assist in the evaluation. The City shall be the sole judge of whether the samples submitted meet the specifications.

33. **CLARIFICATION OF REQUIREMENTS.** It is the intent and purpose of the City of Douglas that this request permits competitive bidding. It shall be the Offeror's responsibility to advise the City Purchasing Office if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits competition, and/or are not clearly stated and easily understood. Such notification must be submitted in writing and must be received by the City Purchasing Office not later than ten (10) days prior to the solicitation opening date. A review of such notifications will be made.
34. **OBLIGATION OF OFFEROR.** At the time of the opening of submittals, each Offeror will be presumed to have studied in detail the work scope and work sites and to have read and to be thoroughly familiar with the specifications and contract documents, including all amendments(s). The failure or omission of any Offeror to examine form, instrument, document or site shall in no way relieve any Offeror of any obligations in respect to their offer.
35. **QUALIFICATIONS OF OFFERORS.** The City may make such investigations as it deems necessary to determine the ability of any Offerors to perform the work, and the Offeror shall furnish to the City all such information and data for this solicitation as the City may request. The City reserves the right to reject any offers if the evidence submitted by, or investigation of, such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional offers will not be accepted.
36. **BID MODIFICATION.** The City shall not permit any bid to be modified once the sealed bid has been publicly opened by the City at the bid opening. Modifications proposed after the bid opening to make a product conform to the specifications will not be considered.
37. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL.** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's need. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
38. **COST OF OFFER PREPARATION.** The City will not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

39. SILENCE OF SPECIFICATIONS. The apparent silence of these specifications and any supplemental specifications as to any details or the omission from it of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All workmanship shall be made on the basis of this statement.
40. LICENSES. Contractor shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
41. INDEMNIFICATION. The Contractor agrees to indemnify, defend, and save harmless the City of Douglas, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively; from all losses, claims, suits, actions, payments and judgments, demands, expenses, attorney's fees, defense costs, or actions of any kind and nature resulting from personal injury to any person, including employees of the Contractor or of any sub-contractor employed by the Contractor (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of the negligent performance of the Contractor for the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the City, its officers, agents, or employees. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Douglas, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

42. VENDOR RESPONSIBILITY. If, in the judgment of the City, the offer or the offeror is not responsible, it shall be considered sufficient grounds for rejection of the entire offer.

Any offeror shall furnish upon request, two (2) copies of the Offeror's most recent financial statement and/or other evidence of his qualifications as may be requested by the City. If an offeror fails to furnish in a timely manner the information requested, it shall be considered sufficient grounds for rejection of such offeror's entire offer.

43. CLARIFICATIONS. The City reserves the right to obtain offeror clarifications where necessary to arrive at full and complete understanding of offeror's product, service, and/or solicitation response.
44. PROTESTS. A protest must be in writing and filed with the Purchasing Office. A protest of a solicitation must be received before the solicitation opening date. A protest of a proposed award must be filed before the City Council Meeting that

the recommendation will be voted upon. If the award is less than \$50,000, City Council approval is not needed and protests must be submitted with ten (10) days after the protestor knows or should have known the basis of the protest. The City shall determine whether to issue a written response or hold an administrative hearing. The City shall also determine whether to continue the council agenda item to a future City Council Meeting, as applicable.

A protest must include:

The name, address and telephone number of the protestor;  
The signature of the protestor or its representative;  
Identifications of the project and the solicitation or contract number;  
A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

45. APPROVALS. All work shall be done to the satisfaction of and be approved by the Purchasing and Material Manager, or his representative. All work, except final acceptance, shall be considered accepted by the City if the Contractor is not otherwise advised in writing within sixty (60) days after the last item is submitted.
46. LAWS AND REGULATIONS. The vendor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all having jurisdiction over services performed for the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
47. NON-EXCLUSIVENESS OF CONTRACT. It is not agreed that the Contractor shall have the exclusive right, during the term of this contract and all renewals thereof, to provide the product(s) and/or services as described herein.
48. SIGNATURE. Bidders/Proposers are required to sign offer in the Offer Section of the solicitations. Bidders/Proposers failing to sign offer will be considered non-responsive and their offer will not be considered.
49. PUBLIC RECORD. All offers submitted in response to this solicitation and all offer evaluation related records shall become property of the City and shall become a matter of public record for review, subsequent to publication of the proposed award by the City Clerk's Office of the agenda for the City Council Meeting or award by the appropriate approving authority.

Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known to the City in proposals submitted.

The City will NOT insure confidentiality of any portion of the solicitation documents that are submitted in the event that a public record request is made.

The City will provide 48 hours' notice before releasing materials identified by the offeror/bidder as confidential or proprietary in order that the offeror/bidder can obtain a court order blocking the release of the information.

The City will protect the confidential and proprietary documents it has in its possession and will not release this information to unauthorized personnel unless ordered to do so by the appropriate authority.

50. CHANGE ORDERS. Change orders may be written to the contract for addition or deletion of services or equipment. Change orders will be processed in accordance with City change order procedures.
51. CONDUCT. Contractor's employees, officers and subcontractors shall not identify themselves as being employees of the City of Douglas. Employees shall conduct themselves in such a manner as to avoid embarrassment to the City of Douglas, and shall be courteous to the public.
52. DRIVER'S LICENSE. Employees driving the Contractor's vehicles shall at all times possess and carry a license issued by the State of Arizona to operate the appropriate vehicle(s) and/or equipment.
53. ORDERING INSTRUCTIONS. Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a purchase document signed by an authorized agent. The purchase order will specify the items ordered, delivery instructions and any other pertinent information required. All City and vendor documents must reference the resultant contract number.
54. CONTRACT TERMINATION. This contract may be discontinued without default by either party by providing a written sixty (60) day notice of termination to the other party.
55. COOPERATIVE USE OF CONTRACT. In addition to the City of Douglas and with approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
56. AWARD OF CONTRACT CONTINGENT ON SALE AND DELIVERY OF BONDS. As the sole source for payment of the amounts due under the contract, the City will sell bonds and deposit the bond funds in a special fund to be used thereafter to pay progress payments and incidental expenses. To guard against the possibility that the City will be unable to sell or deliver the bonds for any reason, the award of the contract and the performance by the City of its obligations under the contract is conditioned upon the actual sale and delivery of the City's bonds in an amount which is sufficient to produce the amount required to meet the payments due under the contract. The City reserves the right to

rescind the award of the contract and terminate the contract, if executed, without incurring expenses or liability for such termination or rescission if it is unable to provide funding through the sale of its bonds for any reason. Notwithstanding an award of the contract, the contractor or vendor should not perform any work or incur any expense pursuant to the contract until such time as the contractor or vendor has received notice from the City that bond funds are held by the City in an amount sufficient to pay the amounts due under the contract.

57. IMMIGRATION REFORM AND CONTROL ACT. The contractor shall comply with the Immigration Reform and Control Act of 1986 (IRCA). Contractor understands and acknowledges the applicability of the IRCA to contractor. Contractor agrees to comply with the IRCA in performance of any resultant contract and to permit City inspection of their personnel records to verify such compliance.

To the extent applicable under ARIZONA REVISED STATUTE SECTION §41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZONA REVISED STATUTE SECTION §23-214 (A). The Contractor or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City of Douglas. The City of Douglas retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the contracts ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the City of Douglas. The Contractor and its subcontractors shall cooperate with the City of Douglas random inspections including granting the City of Douglas entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

**GENERAL TERMS AND CONDITIONS**  
**EXTERNAL SALES TAX AUDITING SERVICES**  
**RFP 2026-F-005**

1. INSTRUCTIONS FOR PROPOSALS

The City of Douglas, Arizona (hereinafter referred to as "the City"), is soliciting proposals from qualified firms to provide external sales tax auditing services. The City administers a local transaction privilege tax (commonly referred to as sales tax) on various business activities within its jurisdiction, as authorized under Arizona Revised Statutes (A.R.S.) Title 42, Chapter 6, and the City's adoption of the Model City Tax Code.

The purpose of this RFP is to select an independent external auditor to conduct comprehensive sales tax audits on selected businesses to ensure compliance, identify underreported or unreported taxes, and recover any owed revenues. The selected firm will work collaboratively with the City's Finance Department but must maintain independence in its auditing procedures.

The City has a current city transaction privilege tax rate of 3.8% on most classifications, with variations for certain categories such as retail sales over certain thresholds and additional taxes on lodging. The City participates in the Arizona Department of Revenue's administration for certain aspects but seeks external auditing expertise to enhance compliance efforts. The contract term will be for an initial period of three (3) years, with options for two (2) one-year renewals, subject to performance and City Council approval.

This RFP incorporates elements from the City's prior consulting agreement with an external auditor, including specific service descriptions, performance expectations, support provisions, confidentiality requirements, and independent contractor status, to ensure continuity and alignment with established practices.

2. SCOPE OF WORK

The City of Douglas, Arizona (hereinafter referred to as "the City"), is soliciting proposals from qualified firms to provide external sales tax auditing services. The City administers a local transaction privilege tax (commonly referred to as sales tax) on various business activities within its jurisdiction, as authorized under Arizona Revised Statutes (A.R.S.) Title 42, Chapter 6, and the City's adoption of the Model City Tax Code.

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This RFP incorporates elements from the City's prior consulting agreement with an external auditor, including specific service descriptions, performance expectations, support provisions, confidentiality requirements, and independent contractor status, to ensure continuity and alignment with established practices.

### 3. PROPOSAL SUBMISSION REQUIREMENTS

Proposals must include:

- ✓ Firm qualifications, experience with Arizona municipal transaction privilege tax audits, and references from similar engagements.
- ✓ Key personnel resumes and certifications (e.g., CPA, Certified Tax Auditor).
- ✓ Proposed methodology and approach.
- ✓ Fee structure (preferably contingency-based on recovered revenues, with caps or alternatives if needed).
- ✓ Timeline for services.
- ✓ Proof of required insurance.
- ✓ Proposals shall be submitted electronically or in sealed envelopes marked "RFP - External Sales Tax Auditor Services" to the Finance Department at the address above.

#### 4. Evaluation Criteria

Proposals will be evaluated based on:

- Experience and qualifications (40%)
- Approach and methodology (30%)
- Cost proposal (20%)
- References and past performance (10%)

The City reserves the right to reject any or all proposals and to negotiate with the top-ranked firm.

#### 5. Irregularities and illegal acts

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the appropriate level of City management.

#### 6. Contract Terms

Contingency fee structure preferred (percentage of recovered taxes). Alternatives may include fixed fees similar to prior agreements (\$36,000 annually, payable monthly).

Confidentiality and data security provisions required, including recognition that the selected firm will have access to sales tax information and taxpayer business affairs, which are valuable assets of the City. The firm must agree not to use, divulge, or disclose such information without prior written consent, and to treat it as strictly confidential. Provisions for unauthorized disclosure, including injunctive relief, and confidentiality after termination shall apply. Upon termination, the firm must return all records, notes, data, memoranda, models, and equipment related to the City's business.

Independent contractor status: The selected firm is an independent contractor, not an employee of the City. No fringe benefits, health insurance, paid vacation, or other employee benefits will be provided.

Assignment: Obligations may not be assigned or transferred without the City's prior written consent.

Notices: All notices must be in writing and delivered in person or by prepaid U.S. mail to designated contacts (e.g., Finance Director/City Treasurer for the City).

Term/Termination: The agreement may be terminated by either party upon thirty (30) days written notice.

Compliance with all federal, state, and local laws, governed by the laws of the State of Arizona.

Entire Agreement: The contract will supersede any prior agreements and may be amended only in writing signed by both parties.

Severability and Waiver: Invalid provisions shall not affect others; failure to enforce does not waive rights.

## 7. Insurance Requirements

The selected firm shall procure and maintain, at its own expense, the following insurance coverage throughout the term of the contract and any extensions, acknowledging the firm's obligation to obtain appropriate insurance and waiving rights to recovery from the City for injuries sustained due to the firm's negligence:

Professional Liability (Errors and Omissions) Insurance: Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, covering acts, errors, or omissions in professional services, including auditing and tax advice.

Commercial General Liability Insurance: Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, including coverage for premises, operations, products, and completed operations.

Workers' Compensation Insurance: As required by Arizona law, with Employer's Liability limits of at least \$1,000,000.

Cyber Liability Insurance: Minimum limits of \$1,000,000 per claim, covering data breaches, privacy violations, and confidential information handling (given access to taxpayer records).

Automobile Liability Insurance: If vehicles are used in performance of services, minimum limits of \$1,000,000 combined single limit.

The City of Douglas shall be named as an additional insured on all policies except Professional Liability and Workers' Compensation. Certificates of Insurance must be provided prior to contract execution and upon renewal.

## Receipt and Registration of Proposals

Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date and time. Proposals shall be opened publicly but only the proposer's company name will be read aloud. No prices or other parts of the offer shall be revealed at the time of the Proposal Opening. After the time and date established for receipt of proposals, a Register of Proposals shall be prepared which shall include the name of each offeror. The Register of Proposals shall be open to public inspection but Vendor proposals shall not be open to public inspection until award of the contract. Proposals and modifications shall be shown only to City of Douglas personnel having a legitimate interest in them.

### 8. Proposals and Contracts

Offerors are cautioned to verify their proposals before submission, as withdrawal of proposals submitted after time specified for opening of proposals may not be considered.

### 9. Addendum(s)

In the event changes must be made to the Invitation for Bid, an addendum(s) will be prepared and issued to all offerors who have received the original Invitation for Bid (IFB).

### 10. Definition

The term "Contractor" shall hereinafter be defined and used interchangeable with the term "Offeror", "Contractor", "Vendor" or "Proposer". The term "Owner" shall hereinafter be defined and used interchangeably with the term "City of Douglas", "Buyer", "Owner" or "City".

### 11. Confidential Data

Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known to the City in proposals submitted. The City will follow the procedures listed below in the event a proposal is noted as "Confidential" and/or "Proprietary".

a. The City will NOT insure confidentiality of any portion of the proposal documents submitted in the event a public request is made.

b. The City will provide 48 hours' notice before releasing materials identified by the proposer as confidential or proprietary in order that the proposer can obtain a court order blocking the release of the information.

c. The City will protect the confidential and proprietary documents it has in its possession and will not release this information to unauthorized personnel unless ordered to do so by the appropriate authority.

This procedure is being taken as it would be difficult for the City to judge what is and what is not confidential or proprietary for all submittals.

**This is the only notification given to potential bidders and that fact should be taken into consideration prior to submitting a proposal.**

12. Clarification

Additional information or clarification of any of the instructions or information contained herein may be obtained from Purchasing Office. It is the intent of the City of Douglas that this request permits competitive proposals. Any proposer or proposer's finding any discrepancy in or omission from the specifications, in doubt as to their meaning, or feeling that the specifications, any language, etc., are discriminatory, shall notify the City's Purchasing Office in writing not less than ten (10) days prior to the scheduled opening of proposals. Exceptions as taken in no way obligate the City to change the Specifications. The City's Purchasing Office will notify all proposers in writing, by amendment duly issued, of any interpretations made of specifications on instructions.

The City will assume no responsibility for oral instruction or suggestion. All official correspondence in regard to the specifications should be directed to and will be issued by the City's Purchasing Office.

13. Contract Applicability

Offeror must substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific proposal. All previous agreements, contracts, or other documents, which have been executed between the offeror and the City of Douglas, are not applicable to this proposal or any resultant contract.

14. Rejection of Proposal

The City reserves the right to make award on the basis of accepting the proposal that is most advantageous to the City based on service, price, materials or other evaluation factors as set forth herein; to waive any informalities in the proposal; or may reject all proposals.

15. Discussion with Responsible Offerors and Revisions to Proposal

Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The purposes of such discussions shall be to:

- A. Determine in greater detail such offerors qualifications, and
- B. Explore with the offeror the scope and nature of the project, the offers proposed method of performance, and the relative utility of alternate methods of approach;
- C. Determining that the offeror will make available the necessary personnel and facilities to perform within the required time;
- D. Agreeing upon compensation, which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

16. Award of Contract

If compensation, contract requirements and contract documents can be agreed upon with the best-qualified offeror, the contract shall be awarded to that offeror. If compensation, contract requirements, or contract documents cannot be agreed

upon with the best qualified offeror, a written record stating the reasons therefore shall be placed in the file and offeror shall be advised of the termination of negotiations which shall be confirmed by written notice within seven (7) working days.

Upon failure to negotiate a contract with the best-qualified offeror, the City may enter into negotiations with the next most qualified offeror. If compensation, contract requirements and contract documents can be agreed upon, then the contract shall be awarded to that offeror. If negotiations fail, negotiations shall be terminated as described above and commenced with the next most qualified offeror.

The discretion as to whether or not a proposal (over \$50,000) is awarded, or to reject all proposals, rests with the City Council. Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration price and the evaluation factors set forth in the Invitation For Bid.

The City may award a contract based on initial proposals received, without discussion of such proposals. Accordingly, each proposal should be submitted on the proposer's most favorable terms.

17. Disadvantaged Business Enterprises (DBE'S)

It is the policy of the Department that socially and Economically Disadvantaged Business Enterprises (DBE's) shall have an equal opportunity to participate as consultants, sub consultants, suppliers or vendors in the performance of contracts.

18. Contract Administration

This contract shall be administered by an authorized representative of the Purchasing Division and the primary user department. All disputes and/or questions regarding this contract shall be referred to an administrator for resolution as stated in "Breaches and Dispute Resolution" section of the Federal Transit Administration Conditions and Section 23 of the Standard Terms and Conditions.

19. Change Orders

The City, without invalidating the Contract, may order extra work or make changes by alternating, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except that any claims for extension of time caused thereby shall be adjusted by at the time of ordering such change. No changes in the work covered in the approved contract documents shall be made without having prior written consent of the City, and written acceptance by the Vendor of the terms and conditions of the change.

Change orders shall be executed in accordance with procedure required by the City and no work involving the change shall be done by the Contractor until a copy of the approved change order has been received by him. Verbal change orders may be authorized by the City only where loss of life or property appears imminent. Such changes shall further be reduced to writing within ten (10) days of the verbal order being given.

20. Non-Compliance

Acceptance of the work of this Vendor upon completion of the project shall not preclude the City from requiring strict compliance with the contract Documents that this Vendor complete or correct upon discovery any faulty, incomplete or incorrect work not discovered at the time of acceptance. The one-year limit specified in the Warranty shall not void or limit this requirement.

21. Claims

Payment of any claim shall not preclude the Owner from making claim for adjustment on any item found not to have been in accordance with general condition and specifications.

22. Assignment

This contract shall not be assignable except at the written consent of the parties hereto; and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assignees of the parties hereto.

23. Defective Products

City's remedy for any defect in the equipment for which Vendor is responsible shall be for Vendor to repair, replace, or find other equipment that is compatible to the equipment at no cost to the City. This includes labor, parts, installation, testing, freight, and other related costs.

24. Cancellation/Termination

A. The City reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act including, but not limited to, in any of the following situations:

- 1) In the opinion of the City, the Contractor provides material that does not meet the requirements of the contract;
- 2) In the opinion of the City, the Contractor fails to perform adequately the services required in the contract;
- 3) In the opinion of the City, the Contractor attempts to impose on the City material, products, service, or workmanship which is of an unacceptable quality.
- 4) The Contractor fails to complete the required work or furnish the required materials within the time stipulated in the contract;
- 5) the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract;
- 6) If the Contractor fails to provide adequate insurance coverage.
- 7) Have a conflict of interest.
- 8) Violates federal, state or local laws and regulations.

B. Upon receipt of a termination notice, the Contractor shall:

(1) promptly discontinue all services affected (unless the notice directs otherwise); and

(2) deliver or otherwise make available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information

and materials as may have been accumulated by the Contractor in performing the contract, whether completed or in progress.

C. If termination for convenience is effected by the City, an equitable adjustment shall include a reasonable profit for services or other work performed. An equitable adjustment for any termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which had become firm prior to the termination.

D. Upon termination pursuant to the above Paragraph, the City may take over the work and prosecute the same to completion by agreement with another party or otherwise.

E. If, after termination for failure of the Contractor to fulfill contractual obligation, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment of the price provided for in the contract shall be made as provided above.

F. The rights and remedies of the City and the Contractor provided in this clause are in addition to any other rights and remedies provided by law or under the contract.

## 25. Remedies

The City may resort to any single or combination of the following remedies in addition to any other remedies provided by law:

A. Cancel any contract for any of the above stated reasons.

B. Reserve all rights or claims to damage for breach of any covenants of the contract.

C. Perform any test or analysis on materials as to whether they conform in all respects to the specifications of the contract. If the results indicate non-compliance with the specifications, any actual expense of testing will be borne by the Contractor.

D. In case of default, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor. The City may recover any actual excess costs by:

- (1) Deduction from an unpaid balance.
- (2) Collection against the surety and/or performance bond, or:
- (3) Any combination of the aforementioned remedies or any other remedies as provided by law.

26. Contract Documents

The order of precedence in contract documents is as follows:

- Memorandum of Agreement
- Addenda to Request for Proposal
- City's Request for Proposal
- Contractor's Proposal

**SPECIAL TERMS AND CONDITIONS  
EXTERNAL SALES TAX AUDITING SERVICES  
RFP 2026-F-005**

1. Intent

The City of Douglas, Arizona (hereinafter referred to as "the City"), is soliciting proposals from qualified firms to provide external sales tax auditing services. The City administers a local transaction privilege tax (commonly referred to as sales tax) on various business activities within its jurisdiction, as authorized under Arizona Revised Statutes (A.R.S.) Title 42, Chapter 6, and the City's adoption of the Model City Tax Code.

The purpose of this RFP is to select an independent external auditor to conduct comprehensive sales tax audits on selected businesses to ensure compliance, identify underreported or unreported taxes, and recover any owed revenues. The selected firm will work collaboratively with the City's Finance Department but must maintain independence in its auditing procedures.

The City has a current city transaction privilege tax rate of 3.8% on most classifications, with variations for certain categories such as retail sales over certain thresholds and additional taxes on lodging. The City participates in the Arizona Department of Revenue's administration for certain aspects but seeks external auditing expertise to enhance compliance efforts. The contract term will be for an initial period of three (3) years, with options for two (2) one-year renewals, subject to performance and City Council approval.

This RFP incorporates elements from the City's prior consulting agreement with an external auditor, including specific service descriptions, performance expectations, support provisions, confidentiality requirements, and independent contractor status, to ensure continuity and alignment with established practices.

2. Submission:

RFP's shall be signed by the offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.

3. Inquires:

All inquiries must be submitted in writing to the Solicitation contact person, and within seven (7) days before the Offer due date and time to allow sufficient time for question review and response.

4. Identification:

Offeror agrees to provide a federal identifier (EIN or SSN) for the purposes of reporting to the appropriate taxing authorities, monies paid by the City under this contract.

5. Opening:

This is a formal bid, which will be read at a public opening.

6. Bid Rejection:  
The City reserves the right to reject any, or all, bids, combination of items, or lot, and to waive defects or informalities.
7. Erasures:  
Erasures, inter-lineation or other modifications must be initialed by the individual signing the Request for Quotation.
8. Brand Name:  
Any manufacturer's names, trade names, brand names, trade names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance, which is desired. Any bid that proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on Request for Quotation.
8. Unit Price:  
In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the vendor in preparing the Quotation confers no right for the withdrawal of the quotation after it has been opened.
9. Evaluation:  
Award shall be made to the lowest responsible and responsive bidder whose bid conforms in all material and services respect to the requirements set forth in the request, in determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the City:
  - a. Ability to perform the service required within the specific time
  - b. Reputation, judgment and experience
  - c. The quality of performance in previous contracts
  - d. Previous compliance with laws, as well as employment practices
  - e. Financial ability to perform the contract
10. Additional Terms and Conditions:

I. Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.

**II. INSURANCE**

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amounts required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Employer's Liability and Commercial General Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable:

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Worker's Compensation	Statute
Employer's Liability	\$100,000
Commercial General Liability	\$1,000,000 Bodily Injury
Insurance, including:	Combined Single Limit
(1) Products & Completed Operations	\$100,000 Property Damage
(2) Blanket Contractual	
(3) Personal Injury	

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A, B, and C above. Said evidence shall be to the City Procurement Director's satisfaction.

**11. Offer Acceptance (90 days):**

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

## Scope of Work

### **1. Background:**

The City of Douglas, Arizona (hereinafter referred to as "the City"), is soliciting proposals from qualified firms to provide external sales tax auditing services. The City administers a local transaction privilege tax (commonly referred to as sales tax) on various business activities within its jurisdiction, as authorized under Arizona Revised Statutes (A.R.S.) Title 42, Chapter 6, and the City's adoption of the Model City Tax Code.

The purpose of this RFP is to select an independent external auditor to conduct comprehensive sales tax audits on selected businesses to ensure compliance, identify underreported or unreported taxes, and recover any owed revenues. The selected firm will work collaboratively with the City's Finance Department but must maintain independence in its auditing procedures.

The City has a current city transaction privilege tax rate of 3.8% on most classifications, with variations for certain categories such as retail sales over certain thresholds and additional taxes on lodging. The City participates in the Arizona Department of Revenue's administration for certain aspects but seeks external auditing expertise to enhance compliance efforts. The contract term will be for an initial period of three (3) years, with options for two (2) one-year renewals, subject to performance and City Council approval.

This RFP incorporates elements from the City's prior consulting agreement with an external auditor, including specific service descriptions, performance expectations, support provisions, confidentiality requirements, and independent contractor status, to ensure continuity and alignment with established practices.

### **2. Proposal Submission Requirements:**

Proposals must include:

- ✓ Firm qualifications, experience with Arizona municipal transaction privilege tax audits, and references from similar engagements.
- ✓ Key personnel resumes and certifications (e.g., CPA, Certified Tax Auditor).
- ✓ Proposed methodology and approach.
- ✓ Fee structure (preferably contingency-based on recovered revenues, with caps or alternatives if needed).
- ✓ Timeline for services.
- ✓ Proof of required insurance.
- ✓ Proposals shall be submitted electronically or in sealed envelopes marked "RFP - External Sales Tax Auditor Services" to the Finance Department at the address above.

### **3. Evaluation Criteria:**

Proposals will be evaluated based on:

- Experience and qualifications (40%)
- Approach and methodology (30%)
- Cost proposal (20%)
- References and past performance (10%)

The City reserves the right to reject any or all proposals and to negotiate with the top-ranked firm.

#### **4. Contract Terms:**

Contingency fee structure preferred (percentage of recovered taxes). Alternatives may include fixed fees similar to prior agreements (\$36,000 annually, payable monthly).

Confidentiality and data security provisions required, including recognition that the selected firm will have access to sales tax information and taxpayer business affairs, which are valuable assets of the City. The firm must agree not to use, divulge, or disclose such information without prior written consent, and to treat it as strictly confidential. Provisions for unauthorized disclosure, including injunctive relief, and confidentiality after termination shall apply. Upon termination, the firm must return all records, notes, data, memoranda, models, and equipment related to the City's business.

Independent contractor status: The selected firm is an independent contractor, not an employee of the City. No fringe benefits, health insurance, paid vacation, or other employee benefits will be provided.

Assignment: Obligations may not be assigned or transferred without the City's prior written consent.

Notices: All notices must be in writing and delivered in person or by prepaid U.S. mail to designated contacts (e.g., Finance Director/City Treasurer for the City).

Term/Termination: The agreement may be terminated by either party upon thirty (30) days written notice.

Compliance with all federal, state, and local laws, governed by the laws of the State of Arizona.

Entire Agreement: The contract will supersede any prior agreements and may be amended only in writing signed by both parties.

Severability and Waiver: Invalid provisions shall not affect others; failure to enforce does not waive rights.

Notices, correspondence and invoices from the Contractor to City of Douglas Office shall be sent to:

City of Douglas  
Finance Dept.  
425 10<sup>th</sup> Street  
Douglas, Arizona 85607  
520-417-7317  
520-417-7142 (Fax)

**Vendor, please complete the requested information below:**

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

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**BID PROPOSAL FORM**

- 1. YEAR 1 Total Inclusive Price \$ \_\_\_\_\_
- 2. YEAR 2 Total Inclusive Price \$ \_\_\_\_\_
- 3. YEAR 3 Total Inclusive Price \$ \_\_\_\_\_

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

Address \_\_\_\_\_

Telephone # \_\_\_\_\_

\_\_\_\_\_  
Firm Submitting Bid

\_\_\_\_\_  
Authorized Personnel (Please Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

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





**EXHIBIT B**  
**AUDITOR'S**  
**PROPOSAL**

# Proposal Letter and Submission Checklist

RFP 2026-F-005 | External Sales Tax Auditing Services

Prepared for the City of Douglas, Arizona

March 6, 2026

Mayor and Common Council  
City of Douglas  
c/o Alma Andrade, City Clerk  
425 10th Street  
Douglas, Arizona 85607

**Re: Proposal for External Sales Tax Auditing Services, RFP 2026-F-005**

Aldridge Consulting LLC is pleased to submit the enclosed proposal to provide external sales tax auditing services for the City of Douglas. We specialize in Arizona municipal Transaction Privilege Tax compliance, desk reviews, audit support, collections coordination, and revenue recovery under the Model City Tax Code and Arizona Department of Revenue procedures.

Our firm serves Arizona municipalities and brings a practical, taxpayer-focused approach designed to increase compliance while protecting the City's confidential tax information. We are authorized to use the ADOR email system for taxpayer communication to help ensure confidentiality and secure handling of taxpayer information.

Although the RFP notes a preference for contingency pricing, the 2023 DOR-Municipal TPT Intergovernmental Agreement does not permit contracts with independent contractors on a contingency fee basis for transaction privilege tax related functions. Accordingly, Aldridge Consulting LLC submits this proposal on a fixed-fee basis of \$36,000 annually, payable in equal monthly installments of \$3,000.

Included with our proposal are the required City forms, our Certificates of Insurance, and the attached About Me sheet. We appreciate the opportunity to submit this proposal and would welcome the opportunity to discuss our qualifications and approach with the City of Douglas.

Respectfully submitted,



**Cindy Aldridge**, Senior Auditor / Principal  
Aldridge Consulting LLC  
PO Box 2288  
Lake Havasu City, AZ 86405-2288  
(928) 224-0527

## Douglas Proposal Submission Checklist

Final assembly check before delivery.

Done	Item	What to Return	Notes
<input checked="" type="checkbox"/>	Cover letter	Signed proposal letter for the front of the package.	Original signature
<input checked="" type="checkbox"/>	Proposal narrative	Full Douglas proposal.	\$36,000 annual fixed fee / \$3,000 monthly.
<input checked="" type="checkbox"/>	Vendor information page	Completed City vendor information form.	Page 33.
<input checked="" type="checkbox"/>	Bid Proposal Form	City pricing form for Years 1, 2, and 3.	Page 34.
<input checked="" type="checkbox"/>	Deviations page	City deviations form.	Page 35.
<input checked="" type="checkbox"/>	No-Collusion Affidavit	Completed City affidavit.	Notarized before submission.
<input checked="" type="checkbox"/>	Certificates of Insurance	Proof of required insurance coverage.	Include with packet.
<input checked="" type="checkbox"/>	About Me sheet	Cindy Aldridge - About Me attachment.	Include in attachments.
<input checked="" type="checkbox"/>	Optional support piece	Maximize Your TPT Revenue flyer.	Include in attachments.
<input checked="" type="checkbox"/>	Packaging check	Label envelope or file with RFP 2026-F-005 and submit by the deadline.	For hard copy, include all City forms.

# Proposal for External Sales Tax Auditing Services

## RFP #2026-F-005

Submitted to: City of Douglas

Submitted by: Aldridge Consulting LLC

Date: March 2026

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### 1. EXPERIENCE AND QUALIFICATIONS

Aldridge Consulting LLC specializes in Transaction Privilege Tax (TPT) compliance, audit, and revenue recovery services for Arizona municipalities. We have collected millions of dollars in previously unidentified TPT for our clients, bringing non-compliant businesses into alignment with municipal tax codes.

Our current municipal clients include:

- Buckeye
- Casa Grande
- Chino Valley
- Eagar
- Eloy
- Holbrook
- Flagstaff
- Prescott Valley
- Show Low
- South Tucson.

We bring unmatched knowledge of Arizona's Model City Tax Code and a proven record of results.

### Key Personnel

- **Cindy Aldridge**, Senior Auditor
  - MBA, University of Phoenix
  - Certified Auditor – Arizona Department of Revenue
  - 20 years commercial collection experience in tax enforcement and municipal revenue recovery
  - Former City Council Member & Revenue Analyst, Lake Havasu City
  - Former CFO and Director of multiple financial institutions
  - Recognized with multiple entrepreneurial and service excellence awards

Cindy's leadership ensures that each client engagement receives seasoned expertise. Should the need arise, our internal team is trained and equipped to provide uninterrupted service through documented procedures and consistent communication. Certificates of Insurance and the attached About Me sheet for Cindy Aldridge are included with this proposal.

## **2. AUDIT APPROACH AND METHODOLOGY**

Our proven approach follows the Arizona Model City Tax Code, GAAP, ADOR audit standards, and the standard audit procedures required under the DOR-Municipal TPT Intergovernmental Agreement.

- **Audit/Review Selection:** We prioritize businesses using data analytics, licensing gaps, sector risk profiles, and historical filings.
- **Audit/Review Execution:** Conducted remotely, with source document reviews, reconciliations, and structured engagement with taxpayers.
- **Documentation:** Comprehensive workpapers, timelines, and calculations are compiled according to ADOR audit standards. All documentation is reviewed by ADOR prior to being finalized.
- **Dispute Support:** At 1.49% our dispute rate is very low. We prepare responses and attend Municipal Tax Hearings as needed.

Our audit methodology is taxpayer-friendly, with a strong emphasis on compliance through education. We encourage voluntary resolution and understanding by guiding businesses through the process, using desk reviews whenever appropriate to minimize the stress and disruption often associated with formal audits. This approach fosters cooperation, accelerates resolution, and builds positive relationships with the business community.

We specialize in complex audit resolution and have successfully closed long-outstanding taxpayer accounts, as demonstrated in our attached materials.

### **EXAMPLES OF SUCCESSFUL AUDIT OUTCOMES**

**1. Recovered \$145,688.41** in unpaid TPT from a developer with multi-year noncompliance. Through a proactive desk review and communication, we facilitated payment and ensured continued compliance, avoiding the need for formal enforcement.

2. Collected **\$32,358.20** from a previously unlicensed taxpayer. Our audit efforts uncovered significant unpaid tax liabilities that had gone undetected and ensured accurate future reporting under the Arizona Model City Tax Code.
3. Recovered over **\$14,000** in unpaid TPT from a long-time non-compliant auto repair business. Ongoing communication and education brought the business into a payment plan, ensuring regular filings and repayment of back taxes.
4. Using an educational approach, we helped an individual business operator enter into a payment plan and recover over **\$73,900** in delinquent TPT within four months. The taxpayer is now current and compliant.
5. A service-based contractor was operating with a canceled TPT license. We helped the accountant reinstate the license, guided them through corrective filings, and recovered more than **\$4,000** through structured partial payments and compliance oversight.

### **3. COMMUNICATION AND REPORTING**

Communication is central to our client relationships:

- **Monthly Reports:** We provide detailed reports summarizing taxpayer contact, collection outcomes, status notes, and audit progress.
- **Meetings:** We are available to meet with City staff as necessary to review activity, clarify goals, and discuss audit findings.
- **Taxpayer Education:** We proactively reach out to businesses, offering guidance and documentation to help them comply with city tax requirements. We have a series of educational emails that provide taxpayers with step-by-step instructions for:
  - Obtaining a TPT license
  - Completing and filing TPT reports
  - Making timely payments to ADOR

This method empowers taxpayers, reduces confusion, and promotes voluntary compliance through clarity and support.

Urgent matters are escalated directly to the Senior Auditor, ensuring prompt resolution and personalized attention. We are authorized to use the ADOR email system for taxpayer communication to help ensure confidentiality and secure handling of sensitive tax information.

### **4. TECHNOLOGY AND RESOURCES**

We utilize AZ-TPT, our proprietary audit management system developed specifically for Arizona municipal TPT enforcement. Features include:

- License & compliance tracking
- Collection activity logging
- Audit pipeline visibility
- Secure document archiving

Remote audit capabilities allow us to manage multiple engagements efficiently. All data is protected under encrypted cloud-based systems with strict internal access controls.

## **5. COST AND VALUE**

In accordance with Section 2.5(b) of the 2023 DOR-Municipal TPT Intergovernmental Agreement, no contract with an independent contractor may be entered into on a contingency fee basis for the performance of transaction privilege tax related functions, including license inspections, audits, desk reviews, or collections. Accordingly, we propose the following fixed fee structure:

- Annual Fee: \$36,000
- Monthly Payment: \$3,000
- Additional Costs: Travel expenses only if in-person meetings are requested

This structure offers transparency, budget predictability, and compliance with the prohibition on contingency fee arrangements. It also aligns with the Douglas RFP's acknowledgment that alternatives to contingency pricing may be proposed, including fixed annual fees.

## **Attachments**

1. Douglas RFP signed submission
2. Notarized No-Collusion Affidavit
3. Certificates of Insurance
4. Cindy Aldridge – About Me
5. AZ-TPT | Maximize Your TPT Revenue Flyer

Submitted by:

Cindy Aldridge

Senior Auditor

Aldridge Consulting LLC – AZ-TPT

PO Box 2288, Lake Havasu City, AZ 86405

Phone: (928) 224-0527

Email: [cindy@aldridgeconsultingllc.com](mailto:cindy@aldridgeconsultingllc.com)

Website: [www.az-tpt.com](http://www.az-tpt.com)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> RiskDesk, LLC 1118 Slashes Rd Lexington, KY 40502	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: hello@piprocover.com		<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Aldridge Consulting LLC 726 Paseo Granada Lake Havasu City, AZ 86405	<b>INSURER A:</b> Coalition Insurance Company		29530
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

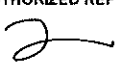
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Cyber Liability			C-4LPY-067547-CYBER-2025	09/01/2025	06/30/2026	\$2,000,000 Each Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Contract #: 285157

Description: Review of Tucson's current TPT compliance and collection practices

**CERTIFICATE HOLDER****CANCELLATION**

[Empty space for Certificate Holder]	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CHOICE PLUS INSURANCE SERVICES INC 72186760 1072 BRISTOL STREET STE 205 COSTA MESA CA 92626	<b>CONTACT NAME:</b>	
	PHONE (714) 695-1127	FAX (714) 695-1128
	(A/C, No, Ext):	
	E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A : Hartford Underwriters Insurance Company	NAIC# 30104
<b>INSURED</b> ALDRIDGE CONSULTING LLC PO BOX 2288 LAKE HAVASU CITY AZ 86405-2288	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			72 SBM AJ9SFT	01/06/2026	01/06/2027	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
A	<b>AUTOMOBILE LIABILITY</b>			72 SBM AJ9SFT	01/06/2026	01/06/2027	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	DED:      RETENTION \$							
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below.						E.L. DISEASE -EA EMPLOYEE	
A	Employment Practices Liability Insurance			72 SBM AJ9SFT	01/06/2026	01/06/2027	Each Claim Limit	\$25,000
							Annual Aggregate Limit	\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

### CERTIFICATE HOLDER

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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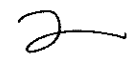
<b>PRODUCER</b> RiskDesk, LLC 1118 Slashes Rd Lexington, KY 40502	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: hello@myriskdesk.com	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Aldridge Consulting LLC 726 Paseo Granada Lake Havasu City, AZ 86405	<b>INSURER A:</b> The Hanover Insurance Company	<b>NAIC #</b> 22292
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Accountants Professional Liability			LHN M057118 00	06/30/2025	06/30/2026	\$2,000,000 Each Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Cindy Aldridge  
(928) 224-0527

[cindy@aldridgeconsultingllc.com](mailto:cindy@aldridgeconsultingllc.com)



#### **ABOUT ME:**

With over two decades of experience, I have a diverse background in transaction privilege tax compliance and collections. My professional journey spans various industries and roles, including CEO and auditor at Aldridge Consulting LLC, where we provide transaction privilege tax compliance and collection services to municipalities in Arizona.

Prior to starting Aldridge Consulting I worked in the Lake Havasu City Finance Department as a revenue analyst. That is where I discovered the challenge smaller cities and towns in Arizona face in enforcing TPT compliance.

Prior to that at Information Solutions, Inc., as the Chief Financial Officer and Board Member, I managed financial aspects across multiple corporate divisions, constructed financial models, presented operational objectives, and prepared financial statements. I successfully led project management initiatives, implementing operational efficiencies that increased productivity and net profit. Additionally, I oversaw finance strategy and process management for three divisions, establishing separate operating budgets that contributed to revenue growth.

As a Director on the Board of Directors at Mohave State Bank, I played a crucial role in corporate growth and financial analysis. I sat on the lending committee and my contributions to credit quality improvement resulted in increasing profits year over year.

During my tenure as a City Council Member in Lake Havasu City, I collaborated with management to develop solutions to meet community needs and communicated with business leaders to foster regional growth. I played a significant role in the development of the city budget and capital improvement plan, while also engaging stakeholders and assisting with policymaking.

In my earlier career, as CEO of CompuNet Credit Services, Inc., I oversaw the leading provider of credit and collection services within the trucking industry.

I hold an MBA and a bachelor's degree in business management from the University of Phoenix. I am also certified as an Auditor by the Arizona Department of Revenue. My achievements have been recognized with several awards, including the WNEA "Woman of the Year", National Working Woman Entrepreneurial Excellence Award for Client/Customer Service, Lake Havasu City Chamber of Commerce Woman in Business Outstanding Achievement, and being a regional finalist for the Ernst & Young Entrepreneur of the Year.

Overall, my experience showcases my proficiency in transaction privilege tax compliance and collections, financial management, strategic planning, and leadership. I have consistently delivered results and contributed to the growth and success of the organizations I have been a part of.

**BID PROPOSAL FORM**

- |           |  |
|-----------|--|
| 1. YEAR 1 | Total Inclusive Price \$ <u>36,000</u> |
| 2. YEAR 2 | Total Inclusive Price \$ <u>36,000</u> |
| 3. YEAR 3 | Total Inclusive Price \$ <u>36,000</u> |

Company Name Aldridge Consulting LLC

Address PO Box 2288 Lake Havasu City, AZ 86405-2288

Telephone # 928-224-0527

Aldridge Consulting LLC  
Firm Submitting Bid

Cindy Aldridge  
Authorized Personnel (Please Print)

*Cindy Aldridge*  
Authorized Signature

Partner  
Title

Date: 03/09/2025

# ARE YOU MAXIMIZING YOUR TPT REVENUE?

You can unlock the full potential of your city's financial resources with Aldridge Consulting, a leader in enhancing Transaction Privilege Tax (TPT) revenue across Arizona. Join a growing list of municipalities that have significantly increased their TPT collections, discovering an exceptional return of an additional \$2.50 for every \$1 invested in our expertise.

## Our Mission: Empowering Arizona's Cities and Towns

At Aldridge Consulting, we dedicate ourselves to ensuring your city or town doesn't miss out on any TPT revenue. Our comprehensive approach includes:

- **Taxpayer Education:** We believe in empowering businesses with the knowledge to comply with TPT regulations.
- **Compliance Assistance:** Our experts guide taxpayers through the complexities of TPT compliance, ensuring everyone pays their fair share.
- **Revenue Enhancement:** With our specialized Transaction Privilege Tax Collections, we boost your city's income, directly benefiting community services and infrastructure.

## Innovative Solutions with AZ-TPT

Our proprietary AZ-TPT system sets us apart, offering unparalleled monitoring of local business compliance. Through diligent review and proactive engagement, we identify non-compliant businesses, employing our award-winning customer service team to educate and rectify discrepancies.

Our goal is simple: full compliance, full revenue.




Working with Aldridge Consulting has been a great experience for the City of Show Low.

The company provides an affordable and effective TPT audit service to municipalities. Cindy is a valuable resource and has worked hard to ensure TPT compliance in our City. She is knowledgeable and professional and successfully guides business owners through the TPT process.


Cindy communicates with us on a regular basis and provides an informative monthly report. Our TPT collections have definitely improved because of the work done by the Aldridge team.

Justin Johnson  
Deputy City Manager  
City of Show Low



### TIME IS OF THE ESSENCE

In most cases, you only have 48 months to collect unreported TPT. Don't let the opportunity slip away.




### CUSTOMER SERVICE FOCUSED

Our award-winning customer service team will assist and educate your taxpayers to bring them into compliance.



### MONTHLY REPORTING

Our clients receive a monthly Activity Report advising which businesses we are reviewing as well as the amount of TPT collected.



### INCREASED TPT REVENUE

We bring your delinquent and non-filing taxpayers into compliance which provides you with more tax revenue.

### SERVING THESE ARIZONA CITIES AND TOWNS:

- Buckeye
- Casa Grande
- Chino Valley
- Eagar
- Eloy
- Flagstaff
- Holbrook
- Prescott Valley
- Show Low
- South Tucson

## Proven Success in Revenue Recovery

Aldridge Consulting excels in recovering TPT from both unlicensed and delinquent taxpayers. Whether it involves obtaining a TPT license or assisting with accurate tax calculation and payment, we're here to maximize your collections. Our track record speaks for itself, with a significant portion of our success stemming from bringing non-compliant entities into the fold.

## Transparent, Detailed Reporting

Transparency is key to our partnership. Our detailed monthly reports offer a clear view of our actions and progress, keeping you informed and confident in our joint endeavor to enhance your city's fiscal health.

## Commitment to Fiscal Impact


We're not just about increasing revenue; we're about offering substantial returns. On average, our clients enjoy a 250% return on the cost of our services, a testament to our effectiveness and efficiency. With Aldridge Consulting, your investment is not only safe; it's exponentially beneficial.


## Join the Success Story


Don't let untapped TPT revenue slip through your city's fingers. With Aldridge Consulting, unlock the financial growth and stability your community deserves.


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## MORE THAN \$4,000,000 COLLECTED

 **74% of collections were from unlicensed taxpayers**

 **250% average return on investment**

 **92 average days to collect**

 **\$420,423 average collected per client**

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## Contact Us Today

Visit our website at [www.az-tpt.com](http://www.az-tpt.com) or call us at (928) 224-0527 to learn more about how we can transform your TPT revenue collection.

Aldridge Consulting AZ-TPT  
PO Box 2288  
Lake Havasu City, AZ 86405-2288  
(928) 224-0527  
[info@aldridgeconsultingllc.com](mailto:info@aldridgeconsultingllc.com)



For the past several years, the City of Eloy has enlisted the expertise of Aldridge Consulting for TPT audit services targeting our local business's tax collections.

This partnership has proven invaluable, significantly enhancing our TPT collections. The extent of TPT underpayment among businesses took the City of Eloy aback.

Cindy's professionalism and experience in engaging with our local enterprises and collecting TPT taxes for the City of Eloy have been exceptional. Cindy maintains regular communication with us and delivers insightful monthly reports. The City's TPT collections have improved due to Cindy's efforts. Without reservation, the City of Eloy enthusiastically endorses her services to other communities.

Brian Wright  
Finance Director  
City of Eloy



City of  
Casa Grande

For the past couple of years, Casa Grande has had the pleasure of working with Cynthia Aldridge.

Cynthia has proven to be very prompt and has always made herself 100% available to the City for business matters of any magnitude. On multiple occasions she has assisted us in situations that needed an expedited resolution. In addition to her compliance services she has often served as a mentor in scenarios where tax questions needed definition, explanation or simply that staff needed education on the topic at hand.

She continues to go above and beyond in assisting us in a variety of areas. We very much appreciate her expertise and willingness to go "outside the box" for us.

Jaime Barr  
Business Applications Analyst  
City of Casa Grande