

**BAR T BAR RANCHES**  
"A CULTURE OF STEWARDSHIP"

Patrick Brown  
Purchasing Director  
City of Flagstaff

March 8, 2021

Patrick and Mark,

We submit this bid to the city for the Grazing lease on the Red Gap Ranch. We are committed to enhancing and protecting the ecosystem on the Red Gap Ranch (RGR). We have read and understand all the new changes in the IFB and agree to all the needs of the City laid out in the Scope of Work. As our Logo above says, Bar T Bar Ranches (-T-) has **"A Culture of Stewardship"** as our core operative. This is a unique opportunity to provide a 'Win-Win' for all of us, and support the City's Commitments to sustainability, climate action, land management, and water production. Our cattle that will graze on the RGR will help provide local beef through Diablo Burger, Whole Foods, and Diablo Beef services retail sales to individuals and restaurants in Flagstaff.

We are adjacent neighbors to RGR. Our first headquarters, in 1938, was located just across the railroad at Denison off the Meteor City exit. We now have our headquarters 6 miles due SW of RGR Headquarters and down the Meteor Crater Road, at Exit 233. The 4th generation is active on the ranch today. We believe this speaks volumes to our commitment to our history, knowledge of Colorado Plateau, and the future of ranching in Northern Arizona.

There are few opportunities these days that allow municipalities and private companies to have a symbiotic relationship where each other's needs can be met.

Bar T Bar Ranches (-T-) will meet the City's needs on Red Gap Ranch in the following ways:

1. Apply an unparalleled history and knowledge of stewardship in grazing and land management.
2. Utilize a well experienced -T- team to maintain and enhance the improvements, complete the interior fencing, and improve wildlife habitat, assuring the City's requests will be achieved.
3. Work with our partners in Diablo Trust, and with the City's approval, initiate technology and science in satellite based remote monitoring through the Rangelands Technology Partnership and bring partners to research as needed by the City.
4. Enhance the City's working relationship with the agencies & parties involved with land management: AZ State Land Dept., AZ Game & Fish Dept., Natural Resource Conservation Service, NAU, UofA, etc.
5. Given our proximity, we will provide a presence on the land and security for RGR. We have years of experience with our ranch that borders the Navajo Reservation and that has checkerboard private and State lands. We have experience with trespass and ingress and egress issues.

In closing, we are an experienced team that bring expertise and numerous awards to grazing management on the RGR. Please contact us with any questions or if we have made anything unclear in our proposal.

Sincerely,

Bob Prosser and the entire Ranch Team.

## Executive Summary

### Red Gap Ranch Lease

The City of Flagstaff is seeking “a qualified livestock operator to assist the City with protecting and enhancing the ecosystem of the Red Gap Ranch”. Every Lessor would like to find a Lessee that will pay top dollar, achieve the Lessor’s needs, and leave the Ranch in better shape at the end of the term. This seldom turns out as the Lessor hopes. Over time with different Lessees, this leads to degradation of the Ranch. Except for the water wells on Red Gap Ranch (RGR), currently, it appears that neglect has occurred. The fences and infrastructure are in disrepair and nonfunctioning. The vegetation on the ranch is old and wolfy and in need of management. It will take a lot of work to get the ranch in the shape to meet the City’s goals. Even though there are no incentives in the lease to make capital investment on RGR, it is possible to get the results by selecting the Lessee that can get this done.

Bar T Bar Ranch (-T-) wants this lease because it is adjacent to us and would increase our grazing capacity and increase grazing flexibility across the larger landscape. This is a unique opportunity for the City and -T- to work together managing a larger landscape to improve the ecosystem. It also allows -T- to be more resilient to drought and increase its’ sustainability over time.

We are sure we can deliver everything under the Scope of Work. We agree to adhere to the city of Flagstaff’s Community Priorities and Objectives, Climate Action and Adaptation Plan, and Water Services Master Plan. We support and can achieve the other 14 items listed in the Scope of Work developed by the City of Flagstaff. We are an experienced team and with equipment and the scale to be very efficient and cost effective on our own ranch next door. We have the capacity to do so on the RGR as well.

Since 1939 -T- has had a long history and a proven track record of managed grazing adjacent to the RGR. Our location allows us to be uniquely suited to manage variable numbers of cattle to increase the stocking rate for a short period of time (animal impact), by simply crossing them back and forth under the railroad and Interstate. This would be extremely useful in enhancing and stimulating the vegetation, by reducing the decadent and dead feed that is so prevalent in the Sacaton bottoms on the RGR. Since we would not have to truck cattle in or out, we could be very responsive to each of the pasture’s individual needs and soil types.

RGR has 26 miles of fence that need repair, as well as to be made friendly to wildlife. -T- has over 587 miles of fence on our ranches. We are confident that with our experienced team and equipment we could accomplish this fairly quickly. Due to the drought, all the dirt stock tanks are dry on RGR. We have 6 portable storages with associated drinkers that can be moved from pasture to pasture, to help augment the lack of water and improve utilization of the forage by livestock. One of the storages is provided by the AZ Game and Fish Department and could be left in pastures that have no water for wildlife. We have 286 Stock ponds on the -T-, and a team member that just works on cleaning stock ponds and blading road with our equipment. We could make this happen on the RGR as well if needed by the City.

RGR also borders the Reservation and has in-holder private lands, laid out in a checkerboard pattern with State Lands. This at times creates issues with trespass from livestock and people. We know this because our ranch north of Joseph City is remarkably similar. We understand and have experience with security, understand legal access, and will provide the presence, and monitoring it takes to achieve this on the RGR.

The City has expressed the need for expanding their partnerships with the scientific community and institutions of higher learning. We are specifically positioned to help the City achieve this goal. We are a founding member of the Diablo Trust, a Collaborative working group located in Flagstaff. Diablo Trust has forged beneficial relationships with NRCS, NAU, U of A, USFS, State Land, USGS, ARS. The collaborative land-based organization started in 1993 with resolving livestock / wildlife conflicts. We currently have numerous ecological monitoring sites, range monitoring, seeding research, and technology research projects in place on the lands southwest and adjacent to the RGR. It would be a pleasure to work with the city on this goal.

We have reviewed the State land lease, sublease, and the Sample RGR lease and made suggested changes. We are familiar with all and can meet the requirements.

We have supplied the Livestock Grazing Management Plan. We feel it is flexible, provides accountability, and deals with the needs of the City.

***In reference to the changes from the last IFB regarding Helium and Oil drilling, we do not support the drilling and exploration in the area. We fully support the City in their need to do the same. In fact, we adamantly fought and denied access across our private land to Desert Mountain Energy for any purpose. We had, and have no legal ability or right under the law to stop someone with a State Permit to access State land from a County Road going through that same State Land parcel. If you like we can provide all our correspondence with State Land Dept. substantiating this fact on the recent drilling by Desert Mountain Energy.***

In closing, many of the private ranches along the I-40 corridor have sold to the Tribes. There are few ranches left and Bar T Bar Ranch is one of them. We are a family ranch that has its roots and future on the Colorado Plateau. Our long-term goal is to be sustainable and profitable into the 4<sup>th</sup> generation on the ranch. The RGR lease would help us do that in this drought. We are committed to keeping our home ranch open to the public and the residents of Northern Arizona for hunting, other recreational opportunities, and just the natural beauty it provides. We hope you give this win-win opportunity the same long-term look.

An example of our experience and excellence in Stewardship on the Colorado Plateau:



# **Red Gap Ranch**

## **Livestock Management Grazing Plan**

### **General Description:**

Red Gap Ranch (RGR) lies north of Interstate 40 and adjacent to Bar T Bar Ranch (-T-), which is south of I-40. This occurs from Sunshine overpass to the East Boundary of Red Gap Ranch (RGR). We will incorporate RGR into our winter grazing rotation. We will utilize the 5 pastures on the west side of Highway 99 from November through May for up to 6 months. We will provide rest to RGR during the summer growing season, unless agreed upon for other ecological goals by -T- and RGR.

Since -T- is adjacent to RGR we can access and cross cattle under the railroad and Interstate 40 just east of Meteor City and at Cow Canyon just east of the rest area. This allows us a unique opportunity to come and go during the grazing period and even vary numbers of cattle if it meets management objectives or needs during the grazing period.

### **Goals:**

To use Adaptive Management to improve the sustainability of the Red Gap Ranch land base, through: utilizing the length of grazing time, the length of regrowth time (rest), and numbers of cattle, to increase ground cover, both wildlife and vegetative diversity, and improve the health of the watershed.

To improve wildlife habitat by having more wildlife friendly fences and improve the water availability on the RGR.

To enhance the usefulness and reliability of the existing improvements.

To increase the use of science in monitoring and management through partnerships with Diablo Trust, NAU, NRCS, and the UofA.

By increasing winter grazing capacity on the Little Colorado Plateau for the Diablo Trust Ranches, it will improve the ranches' sustainability and help the ranches' goal of providing local beef and quality wildlife habitat for Flagstaff and the surrounding area into the next generation.

### **Annual Stocking Rate:**

-T- will plan to utilize the full 181 AU every year through numbers of cattle and days of grazing, that meet the total 5 head per section on controlled lands. The 6740 acres or 10.5 sections of uncontrolled lands that are not fenced out results in an effective stocking rate on the 47.2 sections of 3.83 head per section. The annual grazing plan will be submitted to the City at the August 15<sup>th</sup> meeting and, depending on summer rains and the stock tank water availability, adjusted if necessary, and finalized at the November 15<sup>th</sup> meeting each year. Pasture rotations should remain flexible to ensure wildlife, stewardship, environmental anomalies, drought & resulting water shortages, cross fencing and needs from the City, may be accommodated. The pasture or pastures that will receive spring rest will be determined at the November 15<sup>th</sup> meeting.

### **Grazing level:**

Generally, grazing level should be to remove half of the forage and leave half, unless site specific needs such as watershed treatments resulting from water erosion, fire, or old forage require different treatment agreed to by -T- and RGR.

## **Season of use:**

Since the City did not grant the Lease in December 2020 and the tremendous amount of old decant feed that has accumulated over years of no grazing. We would go on the RGR as soon as lease is assigned this spring. We would graze until August some time depending on summer rains. Remove the cattle to allow regrowth of the grasses. Achieving both goals of removing old feed and allowing for grasses to head out in the summer and fall.

Annually -T- will plan to graze November through May, adjusting numbers to equal 362 head for 6 months on the RGR and State Lands. Since most of the plant species on RGR are warm season, rest during the summer rains provides the best chance for their enhancement. Additionally, we have found rotating spring rest from grazing (April and May) on 1/3 of the area enhances browse and cool season grass production and health. This rotation would occur on 1/3 of the RGR, and on a different 1/3 of the RGR every year. Once cross fences are in and monitoring is done, if forage is available or other needs are identified and agreed to by RGR, -T-, and AZ State Land Dept. then this plan could be altered as needed.

## **Improvements and Cross Fencing Priority:**

1. The above and below-ground plumbing associated with Out Post, Sunshine, Cedar, Headquarters, 2 Tanks Wells needs to be augmented for two reasons:
  - a) to ensure it can be used when we have winter temperatures and therefore, won't freeze and, b) to improve flow to current drinkers. As it is, the lines are now so small that to provide adequate flow for larger numbers of cattle is not possible.
2. Drinkers at Sunshine Well need to be moved into the water lot so Sunshine, Cedar, and Line pastures all have access to water.
3. RGRM2 Well needs to be equipped with a pump, storage, and drinker.
4. Seven Well needs both a storage and a drinker.
5. Red Sands Well needs to be made operable. It has a storage and drinker, but no pump.
6. At 2 Tanks Well, either the waterlot or the drinkers need to be moved so Line pasture has access to well water.
7. Nearly all dirt tanks need cleaning and 2 Tanks dirt tank needs repaired.

Fences in order of priority

1. First year build fence from Headquarters to NW corner of Red Sands Pasture = 2.5 miles.
2. Second year split Red Sands Pasture with a fence, 2.35 miles.

## **Wildlife:**

1. When leaving a pasture with cattle, storages will be filled to provide water to wildlife.
2. Water Storages will be left filled for the summer.
3. Wildlife friendly fencing will be installed when building new fence.

## **Security:**

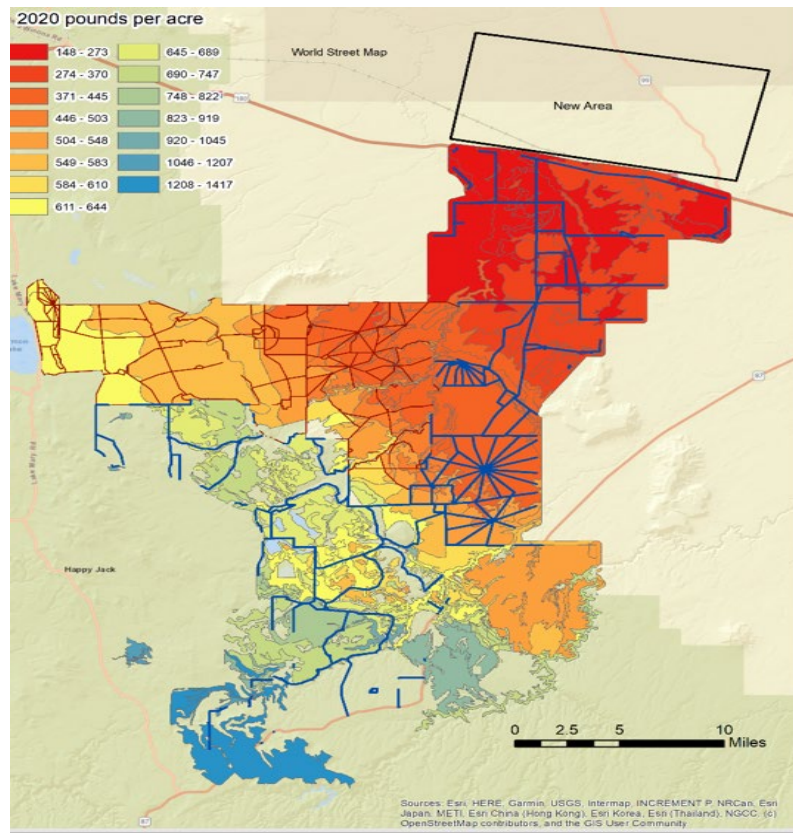
As a part of the livestock daily management will check exterior fences and entrances to the ranch. Will communicate and work with ADOT on the highway 99 fences and private parcels that are not fenced from the ranch. We will communicate with the City on current issues that need action. We will have the presence and routine to ensure success.

**Monitoring:**

- Actual use records will be supplied the City on each pasture and for the total ranch. Such records will include the total head by date on and off, and a summary of AUMS by pasture and in total. Example:

		Pratt																					
	Date	Bulls Herd & Gomer	Bulls Older	Bulls 2 yr	Bulls Yrl	Bull Clvs	Reg Cows	Reg 2 yr Hfr	Reg Yrl Hfr	Reg Hfr Clvs	Comr Cows	Comr 2 yr Hfrs	Comr Yrl Hfrs	Comr Hfr Clvs	Comr Str Clvs	Horses	From Pasture	To Pasture	Total Head	Cum Hd	AU Days	AUM Net	AUM Cum
3	9/26						235										SHP	Pratt	235	235			
4	10/5						14										OB	Pratt	14	249	2115	70.50	70.50
5	10/19						-249										Pratt	Jeff	-249	0	3486	116.20	186.70
6																			0	0	0	0.00	186.70

- NRCS Grazing Transects from the EQIP Contract Environmental Quality Incentives Program Contract No. 2002 7494572A047 will be read and summarized. Implement utilization monitoring by pasture.
- Implement Rangeland Technology Partnership with the permission of the City. This a satellite-based data base that will estimate forage, surface water, and compare to a historical average or the previous 2-week period. It is currently underway in partnership with Agricultural Research Service, NRCS, U of A Extension Service, USFS, Babbitt Ranches, and the Diablo Trust.



- T- has a retired Game and Fish biologist who does an annual Antelope survey for us. We could expand this to the RGR if the City chooses to.
- Utilizing the monitoring data to guide and influence our grazing plan and rotation is the most important part!



Diablo Trust

P.O. Box 3058 Flagstaff, AZ 86003

To: City of Flagstaff From: Diablo Trust

Subject: Red Gap Ranch Grazing Lease Application

Date: October 30, 2020

Dear Ladies and Gentlemen:

The Diablo Trust Board of Directors is writing to support the grazing lease application from Bar T Bar Ranch for Red Gap Ranch which you are evaluating. The Diablo Trust is a local non-profit founded in 1993 by two local ranches, Bar T Bar Ranch (the Prosser and Chilson families) and Flying M Ranch (the Metzger family). Its founding grew out of very intentional collaborative work organized by the ranches to solve problems arising around public land grazing and wildlife conflicts. Today, Diablo Trust has a 'membership' list of 900 and maintains activities true to its tag line of "learning from the land so there will always be a West". Currently, Kit Metzger serves as the Diablo Trust President and Bob Prosser serves on their Board.

Ironically, from 1951 through 1968 the Red Gap Ranch was owned by the Metzger family. It would be with great pride and enthusiasm the Diablo Trust could expand its influence and collaboration to include the historic Red Gap Ranch. In so doing, the Diablo Trust could participate in a rangeland monitoring program, if the City and Bar T Bar agreed it is needed.

We feel there are three main points that make Bar T Bar Ranch an excellent candidate for the lessee of Red Gap Ranch:

- Excellence & extensive experience in environmental and rangeland stewardship
- Extensive experience collaborating through the Diablo Trust and with all land management agencies, wildlife and recreation groups
- Supplier of local beef to Northern Arizona through Diablo Beef, LLC, and Country Natural Beef (found in Whole Foods), and Diablo Burger Restaurant

Diablo Trust has received numerous local, State, and national awards for its continued education efforts, inclusion of all interests, and collaboration as the way forward to creating a sustainable future for the region and for working ranchlands in particular. Below are some of these awards:

[info@diablotrust.org](mailto:info@diablotrust.org)

(928) 523-0588

[www.diablotrust.org](http://www.diablotrust.org)

- 2006 National Rangeland Management Award presented by the U.S. Forest Service
- 2006 Regional Environmental Stewardship Award presented by the National Cattlemen’s Beef Association
- 2006 Carl N. Becker Stewardship Award presented at the 33<sup>rd</sup> Natural Area Conference
- 2006 The Diablo Canyon Rural Planning Area (prepared by Coconino County Community Development in collaboration with Diablo Trust and the ranches) received 4 awards for excellence, not the least of which was: “The Governor’s Excellence in Rural Development Award for Innovative Economic Development Practices”
- 2011 Trailblazer Award presented by BEEF Magazine
- 2016 Nominated for NAU Sustainability Leadership Award
- 2018 Wildlife for Tomorrow Hall of Fame by the Arizona WFT Foundation

Bar T Bar Ranch and/or Bob Prosser have also received the following awards:

- 2016 Range Managers of the Year by Arizona Section Society of Range Management
- 2017 Breeder of the Year by the American Gelbvieh Association
- 2017 Cattleman of the Year by the Arizona Cattle Growers’ Association
- 2019 Habitat Steward of the Year by the Arizona Game & Fish Department Bar T Bar has been a neighbor to Red Gap for over 80 years and is a very well-respected land steward and premier seedstock breeder in the western United States. The Ranch is a family owned business by the descendants of its founding members which is a credit to exemplary land stewardship and business management.
- All the facets of sustainable land stewardship guide their decisions and they will bring those same skills to a lease of Red Gap Ranch. Their history of collaboration is a credit to them and will be an asset to the City of Flagstaff as it moves forward with its goals for the property. The need for a long-term look when planning land stewardship will reap benefits to both sides of the lease. Therefore, we highly recommend you award the grazing lease to the Bar T Bar Ranch.

Sincerely,



Diablo Trust Program Manager



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October 30, 2020

To Whom It May Concern:

I have had the opportunity to work with Bob and Judy Prosser, owners of the Bar T Bar Ranch, on many projects and activities over the past 20 plus years as both a representative of the USDA's Natural Resources Conservation Service and in my current position with the Arizona Game and Fish Department. In all my interactions with the Prossers I have found them to be open minded, energetic, honest, genuinely interested in enhancing wildlife habitat and wildlife related recreation as well as some of the most knowledgeable people I've known in the fields of livestock and sustainable range management. An abbreviated list of the many activities and accomplishments of the Prossers that have led to my opinion includes the following:

The Prossers were instrumental in the creation of, and remain active in, The Diablo Trust, a collaborative land management team in northern Arizona, founded by the Bar T Bar Ranch and its neighbors, the Metzger family, owners of the Flying M Ranch. The Diablo Trust was created to resolve a conflict that had developed between the ranching community and the wildlife advocacy groups over how to resolve the impact of year round heavy grazing by elk in the traditional spring-winter range of the ranches. That effort has resulted in a quarter-century long cooperative effort to research and monitor the ecology of working lands, restore grasslands, re-establish native wildlife populations, share knowledge about the value of working lands in the southwest. One of the many positive outcomes of that collaborative effort, and which the Prossers were instrumental in creating and continue to participate in, has been the formation of the Forage Resource Study Group (FRSG) which is a collaborative effort between ranchers, land management agencies, Arizona Game and Fish Department (AGFD) and wildlife groups to monitor grazing and range condition on the winter-spring range of the Bar T Bar and neighboring ranches.

Bar T Bar Ranch has long championed wildlife, promoting the development of and participating in the Anderson Mesa Pronghorn Antelope Management Plan, funding pronghorn antelope population surveys on the Bar T Bar Ranch, and as a willing partner to the Rocky Mountain bighorn sheep translocation to East Clear Creek, to name a few.

Bar T Bar Ranch recently completed, utilizing the relatively new mastication method of treatment, nearly 10,000 acres of restoration of grasslands invaded by one-seed juniper trees on private and state lands, bringing the total to 34,000 acres of grassland restoration on private, state, and federal lands benefiting pronghorn antelope, deer and elk as well as the Ranch's livestock.

To better understand the impact of the grassland restoration work on birds of the area Bar T Bar Ranch has partnered with Arizona Game and Fish Department to perform before and after treatment bird surveys.

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**azgfd.gov | 928.774.5045**

**FLAGSTAFF OFFICE: 3500 S. LAKE MARY ROAD, FLAGSTAFF AZ 86005**

**GOVERNOR:** DOUGLAS A. DUCEY **COMMISSIONERS:** CHAIRMAN KURT R. DAVIS. PHOENIX | LELAND S. "BILL" BRAKE. ELGIN  
JAMES E. GOUGHNOUR. PAYSON | TODD G. GEILER. PRESCOTT | ERIC S. SPARKS. TUCSON **DIRECTOR:** TYE. GRAY **DEPUTY DIRECTOR:** TOM P. FINLEY

To provide more dependable water sources for livestock and wildlife pipelines have been added and extended. In 2016, a pipeline was extended by 10 miles and 16 drinkers were added to provide a more reliable water supply for the many pronghorn, deer and elk sharing the range with Bar T Bar livestock.

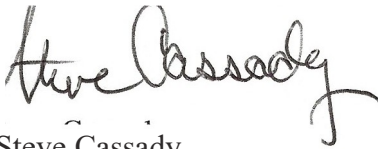
The grazing management of livestock practiced by Bar T Bar Ranch not only provides substantial nutritional forage for the ranch's livestock, but also leaves plenty of nutritious forage and cover for the numerous wildlife species making the ranch their home as well.

Bar T Bar Ranch has always welcomed hunters and other wildlife related recreationists. That welcoming spirit was made formal beginning in 2012 when the Bar T Bar Ranch entered into an access agreement with Arizona Game and Fish Department.

In recognition of their long standing dedication to sustainable land and wildlife stewardship Bob and Judy were awarded the 2016 Range Managers of the Year awarded by the Arizona Section Society of Range Management.

Finally, but not least, Bob and Judy were awarded the highly coveted Arizona Game and Fish Department Commissioner's *Habitat Steward of the Year Award* for 2019 to acknowledge their long standing support of Arizona's wildlife.

In closing I feel Bob and Judy Prosser have proven themselves to be excellent stewards of their range, wildlife, and wildlife habitat, as well as excellent livestock managers.

A handwritten signature in black ink that reads "Steve Cassidy". The signature is written in a cursive style with a large, prominent "S" and "C".

Steve Cassidy  
Landowner Relations Program Specialist  
Arizona Game and Fish Department, Region II

November 9, 2020

City of Flagstaff

Re: Red Gap Ranch bid process

To Whom It May Concern:

I understand that Bob and Judy Prosser , dba Bar T Bar Ranch, are applying for a grazing lease on the Red Gap Ranch property. In that regard, I am pleased to be sending you this communication to give my full support for them to be the successful bidders.

I have known Judy and her parents for close to 45 years and more recently have known Judy and her husband, Bob, for at least 30 years. Judy's family, the Chilsons, have been long time successful ranchers who have been good stewards of the land. When Judy's parents passed away, Bob and Judy took over the business and have continued the long time tradition of being good stewards of the land.

In my former employment as a CPA with Nordstrom and Associates PC, I can share with you that the Prossers are excellent business people. They manage their business with integrity and diligence. Their ranching business stresses the importance of caring for the lands so that future generations will inherit a healthy earth.

I have also known Judy through my association with Arizona Community Foundation of Flagstaff. I have served on the parent board as well as the local affiliate board. I am pleased to say that Judy is one of our most valued collaborators. You may not be aware that the Community Foundation has distributed millions of dollars to non-profits in the Flagstaff region. Judy and her family have a fund thus have been important partners in the distribution of these funds. Through the generosity of the Prossers and others, this community is indeed a better place in which to live.

In summary, I give my whole hearted support for you to award this grazing lease to the Prossers/ Bar T Bar Ranch. They will continue the legacy of good stewardship that will benefit us all for generations to come. If you care to talk to me further about my support, I can be reached at [mmclan858@aol.com](mailto:mmclan858@aol.com).

Thank you

Sincerely,  
Marjorie McClanahan  
522 E Charles Rd  
Flagstaff, Az 86001


**OFFER PAGE**

The undersigned having viewed the property and fully understanding all the terms and conditions of this livestock grazing lease offers to lease the City-owned Property for grazing as described herein for a total ~~monthly~~ <sup>REP</sup> lease of:

\$20,000 \_\_\_\_\_ Annual lease bid

\$30,408. \_\_\_\_\_ Additional Offer If Any (Describe Below)

\$50,408. Total per year <sup>REP</sup> \$14 per AUM paid on actual use each year. Fully stocked <sup>REP</sup> at 181 AU is 2172 AUMs @ \$14 = \$30,408. We intend to fully stock every year, unless conditions dictate otherwise.

 3/10/21 Bar T Bar Ranch Inc  
\_\_\_\_\_  
Authorized Signature Date \_\_\_\_\_

Robert Prosser  
\_\_\_\_\_  
Name (Printed)

Winslow Arizona 86047 928-380-5149  
\_\_\_\_\_  
City, State, Zip Phone Number

(All charges must be included; no extra charges will be considered at a later date. Miscellaneous charges will be considered in determining the high Bid)

**CONTRACTOR QUESTIONNAIRE (FORM)**

**Contractor:**

Company Name: BAR T BAR RANCH INC.

Doing Business As (if different than above): \_\_\_\_\_

Address: 3110 Crater Ranch Rd. (our property is in Coconino County)

City: Winslow State: AZ Zip: 86047

Phone: 928-289-2619 or Fax: N.A  
380-5149

E-Mail Address: info@bartbar.com Website: www.bartbar.com

Taxpayer Identification Number: 86-0670896

**Mailing Address (if different than above):**

Address: P.O. Box 190

City: Winslow State: AZ Zip: 86047

**Contractor Contact for Questions about Bid:**

Name: Robert E. Prosser Fax: N.A

Phone: 928-380-5149 E-Mail Address: info@bartbar.com

**Transaction Privilege (Sales) Tax/Use Tax Information (check one):**

Contractor is located outside Arizona (The City will pay use tax directly to the AZ Dept of Revenue)

OR

Contractor is located in Arizona (The Contractor must invoice the applicable state and local tax to City, and remit taxes.)

Arizona Department of Revenue TPT License Number: 03020722-U  
(Attach proof of registration)

**Business License Information (check one):**

Contractor does not have a business location within the City of Flagstaff

OR

\_\_\_\_\_ Contractor has a business location (uses a building) within the City of Flagstaff

Flagstaff TPT/Business License Number: \_\_\_\_\_

**Other Licenses (list any existing licenses you have required for work, e.g. Arizona Registrar of Contractor licenses, and attach copies):**

### EXCEPTIONS (FORM)

Notations. Any strikeouts, notes or modifications to the Solicitation documents shall be initialed in ink by the authorized person who signs the Bid. If notations are made, they must be submitted with your Bid and are considered Exceptions.

Exceptions: In addition to any notations on the Solicitation documents, please identify and list any exceptions to the Solicitation, by section/paragraph, on this Exceptions Form. The City reserves the right to reject, accept or further negotiate Exceptions. Exceptions may render the Bid non-responsive.

Exceptions to Form of Contract: You may request changes to the form of contract (including any Standard or Special Terms and Conditions) on the Exceptions Form. You may also submit your own form of contract. The City will consider these in the same manner as any other exceptions.

You must indicate any and all exceptions taken to the requirements, specifications, and/or terms and conditions of this Solicitation, including the contract.

**Exceptions (INITIAL ONE):**

\_\_\_\_\_ No exceptions

REP Exceptions taken (describe). Attach additional pages if needed.

\$20,000. base rate per year. Additional \$14. per AUM based on numbers of AUMS used. Fully stocked 181AU x 12 months equals 2172 AUMS, totaling \$30,408 additional rent.

It is our intent to be fully stocked each year unless range conditons require different stocking rate.

*Exption taken on offer Page.*  
*REP*

### CONFIDENTIAL MATERIALS (FORM)

If you believe part of your Bid is confidential, mark the page(s) "CONFIDENTIAL" and isolate the pages as an attachment to this form. Also include an explanation why they are confidential.

Requests to deem the entire Bid as confidential will not be considered.

If you want confidential information returned to you after contract award (and you are not selected for contract award), then note this below. You will be responsible for pick up.

Generally, information submitted in response to a Solicitation is subject to disclosure pursuant to the Arizona Public Records Law after contract award.

The information identified as confidential shall not be disclosed until the City makes a written determination whether the information may be treated as confidential. If the City determines it is necessary to disclose the information, the City will inform you in writing.

#### **Confidential/Proprietary Materials (INITIAL ONE):**

  X   No confidential/proprietary materials have been included with this Bid

       Confidential/Proprietary materials are included in this Bid. See attached.

**DISCLOSURE (FORM)**


For any item checked YES, you must provide information. Answering YES to one or more questions does not necessarily mean you will be disqualified from this Solicitation. **FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THIS SOLICITATION.**

- 1. Has your company or any affiliate\* in the past 5 years: (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than \$100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), or (iv) been found in contempt of court, as a result of or in connection with any of the following:
  - a. Any offense relating to integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, price fixing, Bid rigging, restraint of trade or other antitrust law violation? YES \_\_\_\_\_ NO X
  - b. Violation of the terms of any public contract? YES \_\_\_\_\_ NO X
  - c. Failure to pay any uncontested debt to a government agency? YES \_\_\_\_\_ NO X
  - d. Violation of any law or regulation pertaining to the protection of public health or the environment? YES \_\_\_\_\_ NO X

\*An "affiliate" of your company means any person, company or other entity that, either directly or indirectly (for example, through stock ownership by family members), controls, is controlled by, or is under common control with, your company.

- 2. Has your company or any affiliate in the past 5 years been named as a party in any lawsuit related to performance of a contract (you do not need to list subcontractor lien claims which have been fully paid/satisfied)?  
YES \_\_\_\_\_ NO X
- 3. Has your company or any affiliate of your company in the past 5 years been debarred or suspended from submitting Bids on public contracts?  
YES \_\_\_\_\_ NO X

**I hereby verify that the foregoing information, and any explanation attached are to the best of my knowledge, true and complete.**

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

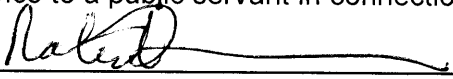
**DECLARATION RELATED TO SOLVENCY (FORM)**

Is your Contractor currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or has a trustee or receiver been appointed over all or a substantial portion of the property of your Contractor under federal bankruptcy law or any state insolvency law?

\_\_\_\_\_ Yes      BP No      (INITIAL ONE)

**DECLARATION RELATED TO GRATUITIES (FORM)**

I hereby verify and declare that, to the best of my knowledge, neither the Contractor nor anyone associated with the Contractor has given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Bid ("Gratuities").

  
Signature of Person Authorized to Sign Bid

**DECLARATION OF NON-COLLUSION (FORM)**

I hereby verify and declare that:

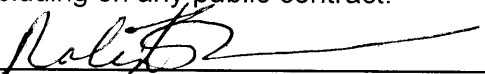
The pricing for this Bid has been arrived at independently and without consultation, communication or agreement with any other Contractor who may submit a Bid.

The pricing for this Bid has not been disclosed to any other Contractor who may submit a Bid, and will not be, prior to the Closing Date and Time.

No attempt has been made or will be made to induce any Contractor or person to refrain from submitting a Bid, or to submit a Bid with higher pricing than this Bid, or to submit an intentionally high or noncompetitive Bid or other form of complementary Bid.

This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Contractor or person to submit a complementary or other noncompetitive bid.

Contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

  
Signature of Person Authorized to Sign Bid



3005 N. Hwy. 69  
Prescott, AZ 86301  
928.778.9350 | 928.717.2876 fax  
John.Popp@fbfs.com

**John R. Popp, LUTCF**  
Agent  
AgWise Master Certified

Registered Representative/  
Securities & services offered through  
FBL Marketing Services, LLC†  
5400 University Avenue,  
West Des Moines, IA 50266,  
877.860.2904, Member SIPC.

November 3, 2020

City Of Flagstaff  
211 W Aspen Ave  
Flagstaff, AZ 86001

Re: Prosser Red Gap Lease

To Whom It May Concern,

In the event the Prosser's are awarded the Red Gap Lease, they can absolutely secure the required coverages.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Marta Fosnough'.

Marta Fosnough for  
John Popp, LUTCF  
Career Agent