

PURCHASING DIVISION REPORT

January 4, 2023

CONTRACT AWARD RECOMMENDATIONS:

The Board is requested to approve the following contract awards:

- 1. RFP 203026 Public Defense Services Office Attorney Services Recommend Law Offices of Adam Jones be awarded a contract beginning January 4, 2023 to run concurrent with the current contract term that expires on June 30, 2023 with three (3) optional one-year extensions. This contract will be used by the Public Defense Services Office.
- 2. ROQ 233424 Architect for New Elections Building Recommend Swan Architects, Inc. be awarded a contract. This contract will be used by the Facilities Department.

COOPERATIVE PURCHASING AGREEMENT PROCUREMENTS:

The Board is requested to approve the following cooperative purchases:

REQUISITION NO.:	166262
SUPPLIER:	Arcadis U.S., Inc.
AMOUNT:	\$413,411.92
ITEM:	Construction Management Service Elections - Early Voting Building
DEPARTMENT:	Facilities Department
PO NO.:	248150
SUPPLIER:	Danson Construction LLC
AMOUNT:	\$1,018,546.00
ITEM:	Project for Public Health Vector Lab Addition
DEPARTMENT:	Facilities Department
PO NO.:	248793
SUPPLIER:	Doculynx Operations, LLC
AMOUNT:	\$132,678.00
ITEM:	Document Preparation
DEPARTMENT:	Clerk of the Superior Court



MaryEllen Sheppard Deputy County Manager

To: Pinal County Board of Supervisors

- From: Omar Rosas, Procurement Officer
- Date: January 4, 2023

Re: Contract Award of RFP #203026 Public Defense Services Office Attorney Services

Background

The sixth release of Request for Proposal 203026 was published to solicit proposals from additional qualified suppliers to provide Attorney Services to the Public Defense Services Office.

Selection Process

One (1) proposal was received and opened on November 3, 2022 at 2:15 p.m. The one proposal was deemed responsive and responsible and was evaluated by a three-person committee. The Proposal was scored on Capacity of the Responder, Writing Samples, References and Conformance to Terms and Conditions and Statement of Work. A summary of the evaluation scores for each Responder is included on the attached Evaluation and Award Determination.

Responders:

Law Offices of Adam Jones

Recommendation

After review and scoring of the proposal by the evaluation committee, it is recommended that the Board of Supervisors approve the addition of the following Supplier to contract 203026 – Public Defense Services Office Attorney Services:

Law Offices of Adam Jones

The effective date of the contract is January 4, 2023 and will run concurrent with the current contract term that expires June 30, 2023 with three (3) one-year optional extensions. The estimated cost to the County for the initial contract term is \$4,700,000.

The Board is also requested to authorize the Finance & Budget Director to approve and sign any resulting administrative documents.

Office of Budget & Finance



MaryEllen Sheppard Deputy County Manager

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Procurement Officer, Omar Rosas.

Respectfully submitted,

Omar Rosas

Omar Rosas Procurement Officer (520) 866-6639 Omar.Rosas@pinal.gov

Attachment: Evaluation and Award Determination

Office of Budget & Finance



MaryEllen Sheppard Deputy County Manager

January 4, 2023

RFP 203026 Public Defense Services Office Attorney Services Evaluation and Award Determination

In accordance with the Pinal County Procurement Code, Law Offices of Adam James has scored sixhundred (600) points or higher in any given Engagement section and has been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

A. Capital Engagements					
	Two Writing Two Writing Total Capacity Samples References Conform			Conformance	
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
N/A					

B. Adult Criminal Engagements					
	Two Writing Two Writing Total Capacity Samples References Conformar				Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
N/A					

C. Juvenile Delinquency / Incorrigibility Engagements					
	Two Writing Total Capacity Samples References Conformance				Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
N/A					

Angeline Woods

Office of Budget & Finance Director



MaryEllen Sheppard Deputy County Manager

D. Iuvanila Danandanay / Patainad Ca

D. J	D. Juvenile Dependency / Retained Counsel / Ad Hoc Engagements					
	Two Writing					
	Total	Capacity	Samples	References	Conformance	
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts	
N/A						

E. General Engagements					
	Two Writing Two Writing Total Capacity Samples References Conform				Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
N/A					

F. Appeals / Post-Conviction Relief Engagements					
		Two Writing			
	Total	Capacity	Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Law Offices of					
Adam Jones	760	360	140	160	100

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Procurement Officer, Omar Rosas.

Omar Rosas

Omar Rosas Procurement Officer (520) 866- 6639 Omar.Rosas@pinal.gov

Office of Budget & Finance



Contract 203026RFP Public Defense Services Office Attorney Services

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Adam James of the Law Office of Adam James, (Contractor), whose primary address is 315 S 48th St. Ste 111, Tempe AZ 85281.

- CONTRACT TERM. The resultant contract term will commence upon award, and will continue through June 30, 2023, unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
- 2. CONTRACT EXTENSION. The County shall have the sole option to extend the term of this contract up to a maximum of three (3) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.

3. CONTRACT TYPE.

Contracted Labor Rates. The contracted labor rates are the fully-burdened and marked-up billing rates for Contractor's labor scheduled in the Scope of Work, Compensation Schedule (SOW Exhibit A-2), and the Court Appointment Policy (SOW Exhibit A-3) which rates are deemed to be inclusive of the actual gross wages plus all applicable payroll taxes, non-payroll employer burden, workers' compensation contributions and health and welfare benefit contributions; retirement or other pension contributions, vacation, sick time or other paid leave allowances and the like; all required home office support, corporate or subordinate licenses or registrations, corporate insurance, professional association fees, advertising, time and travel by any of Contractor's personnel other than billable personnel and any bonuses or other incentives for all personnel (including billable personnel); all insurance coverages to be provided by Contractor under the contract; and profit.

Cost-Reimbursement. Under cost reimbursement compensation, the County will pay the Contractor for allowable incurred costs with or without a fee mark-up. If reimbursable cost amounts or rates are scheduled in the requested Pricing Document, then those will be Contractor's allowable costs for each item. Reimbursable items consist of the following components:

- 3.1 <u>Site Services, Logistics, and Utilities.</u> The Contractor shall provide those items of site services, logistics and utilities that are assigned to them in the Scope of Work. The Contractor shall provide all services, equipment, tools, and logistics necessary for its personnel and otherwise as required to carry out the work, and compensation for all those is deemed to be included in the contractual fee mark-up.
 - a. For items indicated to be paid on a "unit rate" basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is "at risk" for costs it incurs that are in excess of the extended value unless the County has issued a change order for the excess).



- b. For items indicated to be paid on a "cost" basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices and timesheets (if applicable).
- c. For items indicated to be paid on a "lump sum" basis, Contractor shall request payment for the completed proportion of such items at least monthly.
- 3.2 <u>Personnel-Related Expenses.</u> The County will only reimburse for those items of personnel-related expense expressly indicated in the Scope of Work as a reimbursable item or that are included in the Compensation Schedule (SOW Exhibit A-2) or Court Appointment Policy (SOW Exhibit A-3), and it is agreed that the costs of all other such expenses applicable to its personnel and otherwise as required to carry out the work are adequately compensated in the contractual fee mark-up.
 - a. For items to be paid on a "unit rate" basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is "at risk" for costs it incurs that are in excess of the extended value unless the County has issued a change order for the excess.
 - b. For items to be paid on a "cost" basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to County's travel policy, which is available at http://www.pinalcountyaz.gov/Purchasing/Pages/DoingBusiness.aspx.
 - c. For items to be paid on a "lump sum" basis, Contractor shall request payment for the applicable proportion of such items at least monthly.

4. PRICING

- 4.1 Most Favored Customer Pricing. N/A
- 4.2 <u>All-Inclusive Pricing</u>. N/A
- 4.3 Price Reductions and Sales Promotions. N/A
- 4.4 <u>Price Increase</u>.

The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted ninety (90) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified



will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 <u>Delivery</u>. N/A

4.6 Change Orders.

In the event the County requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. If prior approval is not received, the Contractor may be subject to sanctions. The revised project price proposal shall include the following:

- a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.
- b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.

4.7 <u>Travel</u>.

Contractor shall get written approval prior to any travel under the contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in County's travel policy.

Contractor shall itemize all per diem and lodging charges. The County's travel policy may be located at <u>http://www.pinalcountyaz.gov/Purchasing/Pages/DoingBusiness.aspx</u>. The County shall reject any claim for travel reimbursement without prior written approval.

5. INVOICING AND PAYMENTS.

5.1 Invoices.

The Contractor shall submit detailed, itemized invoice(s) before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

- a. Company name, address and contact
- b. County bill-to name and contact information
- c. Contract Number
- d. County purchase order number
- e. Invoice number and date
- f. Payment terms
- g. Itemized service price as outlined in the Compensation Schedule



Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

financeinvoices@pinal.gov Pinal County Finance Department Attn: Accounts Payable PO Box 1348 Florence, AZ 85132

- 5.2 <u>Milestones and Retainage</u>. N/A
- 5.3 <u>No Invoice Without Authorization</u>. Contractor shall not seek payment for any:
 - a. Charges or fees not delineated in the contract.
 - b. Materials or services that have not been authorized on a purchase order.
 - c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
 - d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.
- 5.4 <u>Timeliness of Invoice</u>. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.
- 5.5 <u>Payments</u>. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.
- 5.6 <u>Payments Only to Contractor</u>. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.
- 5.7 <u>Payments to Subcontractors</u>. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 5.8 <u>Availability of Funds</u>. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
- 6. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
- 7. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully the stated in it.



- 8. PUBLIC RECORD. This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County.
- 9. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.
 - a. Written Contract Amendments
 - b. Contract
 - c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
 - d. Contract Exhibit(s) B (i.e. Response Form)
 - e. Contract Exhibit(s) C (i.e. Responder's Proposal Documents)
 - f. Other Contract Exhibits
 - g. Orders, in reverse chronological order
- 10. RELATIONSHIP OF THE PARTIES. The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.
- 11. SEVERABILITY. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.
- 12. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the contact by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.
- 13. NO WAIVER. Either party's failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.
- 14. CONTRACT ADMINISTRATION AND OPERATION.
 - 14.1 <u>Notices and Correspondence</u>. Notices required by this Contract shall be made to the following addresses:



County	Contractor
Name: Omar Rosas	Name: Adam James
Address:	Address:
Pinal County Finance Department	Law Office of Adam James
PO Box 1348	315 S 48th St. Ste 111
Florence, AZ 85132	Tempe, AZ 85281
Title: Procurement Officer	Title: Attorney
Email: pcpurchasing@pinal.gov	Email: aj@ajlawoffice.net

An authorized County representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

- 14.2 <u>Click-Through Terms and Conditions</u>. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.
- 14.3 <u>Books and Records</u>. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
- 14.4 <u>Contractor Licenses</u>. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.
- 14.5 <u>Inspection and Testing</u>. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor's or Subcontractors' plant(s) or places of business related to performance under the contract.



Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any reinspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.

14.6 Acceptance of Work.

- a. Materials. The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.
- b. Services. The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of reperforming or otherwise curing the grounds for the County's rejection.

14.7 <u>Ownership of Intellectual Property</u>.

a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.



- (1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.
- (2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.
- b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:
 - (1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;
 - (2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and
 - (3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.
- d. Developments Outside of Contract. Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.
- 14.8 <u>Subcontracts.</u> The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor. The subcontract shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.



- 14.9 <u>Non-Discrimination</u>. Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.
- 14.10 <u>E-Verify Requirements</u>. As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 14.11 Offshore Performance of Certain Work Prohibited. Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.
- 14.12 <u>Estimated Quantities</u>. Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.
- 14.13 <u>Non-Exclusivity</u>. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.
- 14.14 <u>Additions and Deletions to Contract</u>. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 14.15 <u>Applicable Taxes</u>. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons



employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.

- 14.16 <u>Eligible Agencies</u>. This contract shall be for the exclusive use of Pinal County.
- 14.17 <u>Transitions</u>. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.
- 14.18 <u>Other Contractors</u>. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

14.19 Work on County Premises.

a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.



- b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."
- 14.20 <u>Advertising, Publishing, and Promotion of Contract</u>. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.
- 14.21 <u>Israel Boycott Prohibited</u>. If the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

15. CONTRACT CHANGES.

- 15.1 <u>Contract Amendments</u>. The contract is issued under the authority of the County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.
- 15.2 <u>Signing of Contract Amendments</u>. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:
 - a. Extension of the term of the contract within the maximum aggregate term;
 - b. Revision to Procurement Officer appointment or contact information; or
 - c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties' signature (or "approval") of a contract modification is required to give it effect.

15.3 <u>Assignment and Delegation</u>. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and



provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

16. RISKS AND LIABILITIES

- 16.1 <u>Risk of Loss</u>. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 16.2 <u>Contractor Insurance</u>. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

- a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.
 - (1) Commercial General Liability (CGL). N/A
 - (2) Automobile Liability. N/A
 - (3) Workers' Compensation and Employer's Liability.

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-901, and when such Contractor executes the appropriate waiver form.



- (4) Professional Errors and Omissions Liability. Coverage shall be for minimum amounts of \$250,000 per claim and \$500,000 annual aggregate.
- b. Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:
 - (1) The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the County, its agents, officials, or employees shall be excess and not contributory insurance as provided by A.R.S. § 41-621 E.
 - (2) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this contract.
- c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.
- d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- e. Verification of Coverage. Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.
- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed



necessary. Such action will not require a formal contract amendment but may be made by administrative action.

- 16.3 <u>Basic Indemnification</u>. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:
 - a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
 - b. Arise out of or are recovered under workers' compensation laws; and/or
 - c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.
 - d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.
- 16.4 <u>Patent and Copyright Indemnification</u>. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:
 - a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
 - b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
 - c. County may elect to participate in such action at its own expense; and
 - d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.



16.5 <u>Force Majeure.</u>

- a. Relief From Performance. The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
- b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.
- 16.6 <u>Third Party Antitrust Violations</u>. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

17. WARRANTIES

- 17.1 <u>Liens.</u> Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.
- 17.2 <u>Conformity to Requirements.</u> Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:
 - a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;
 - b. Be free from defects of material and workmanship;
 - c. Conform to or perform in a manner consistent with current industry standards; and
 - d. Be fit for the intended purpose or use described in the contract.



Mere delivery or performance does not substitute for express acceptance by County. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the forgoing warranty will not begin until County's acceptance.

- 17.3 Product Safety. N/A
- 17.4 <u>Contractor Personnel</u>. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.

17.5 Data Protection and Confidentiality of Records.

- a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:
 - (1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
 - (2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.
- b. Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.) NOTE: For convenience of reference only, the OMB memorandum is available at: https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf.



NOTE: For convenience of reference only, the GSA directive is available at: http://www.gsa.gov/portal/directive/d0/content/658222

- c. Protected Health Information. Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:
 - Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;
 - (2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at: <u>http://www.hhs.gov/hipaa/for-professionals/privacy/index.html</u>
- 17.6 <u>Intellectual Property</u>. Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 17.7 <u>Compliance with Applicable Laws, Licensing and Permits</u>. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 17.8 <u>Lobbying</u>. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include "anti-lobbying" provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County's benefit or on the County's behalf.
- 17.9 <u>Survival of Rights and Obligations</u>. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.



18. COUNTY'S CONTRACTUAL REMEDIES

- 18.1 <u>Right to Assurance</u>. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 18.2 <u>Stop Work Order</u>. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.
- 18.3 <u>Non-exclusive Remedies</u>. The County's rights and remedies under the contract are not exclusive.
- 18.4 <u>Nonconforming Tender</u>. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.
- 18.5 <u>Right to Offset</u>. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

- 19.1 <u>Termination for Conflict of Interest</u>. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 19.2 <u>Gratuities</u>. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.



- 19.3 <u>Suspension or Debarment</u>. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.
- 19.4 <u>Termination for Convenience</u>. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.
- 19.5 <u>Termination for Default</u>. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:
 - a. Comply with any requirement, term, or condition of the contract;
 - b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;
 - c. Make satisfactory progress in carrying out the work; or
 - d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

20. CONTRACT CLAIMS

20.1 <u>Claim Resolution</u>. All claims and controversies shall be subject to the Pinal County Procurement Code.



20.2 <u>Arbitration</u>. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq*. The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.



This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY Adam James 31 N. Pinal Street 315 S 48th St. Ste 111 Florence, AZ 85132 Tempe, AZ 85281 Adam James BY: BY: Jeff Serdy (Name) (Name) Attorney at Law Chairman, Pinal County Board of Supervisors (Title) (Title) (Signature) (Signature) 12/09/2022 DATE: DATE: Approved as to Legal Content:

12/12/22 (Date) Im D. **Pinal County Attorney's Office**



MaryEllen Sheppard Deputy County Manager

- To: Pinal County Board of Supervisors
- From: Bobby Tolliver, Procurement Officer
- Date: January 4, 2023

Re: Contract Award of ROQ #233424 Architect for New Elections Building

Background

Request for Qualifications 233424 was published to solicit proposals from qualified firms to provide architectural services for the Facilities Department.

Selection Process

Six (6) proposals were received and opened on November 23, 2022 at 10:15 p.m. All six (6) proposals were deemed responsive and responsible and were evaluated by a five-person committee. The Proposal was scored on Capacity of the Responder, Method of Approach, References and Conformance to Terms and Conditions and Statement of Work, and a Presentation/Interview process. A summary of the evaluation scores for each Responder is included on the attached Evaluation and Award Determination.

Responders:

Arrington Watkins Architects BWS Architects DLR Group Emc2 Group Architects Planners, PC LEA-Architects Swan Architects, Inc.

Recommendation

After review and scoring of the proposal by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 233424 – Architect for New Elections Building to:

Swan Architects, Inc.

The term of the proposed contract will commence on notice to proceed and will continue for one (1) year unless cancelled, terminated, renewed, or permissibly extended to project completion. The estimated cost to the County for initial contract term will be determined upon development of the final scope for the new facility.



MaryEllen Sheppard Deputy County Manager

The Board is also requested to authorize the Director of the Office of Budget & Finance to approve and sign any resulting administrative documents.

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Procurement Officer, Bobby Tolliver.

Respectfully submitted,

Bobby Tolliver

Bobby Tolliver Procurement Officer (520) 866-6011 Bobby.Tolliver@Pinal.gov

Attachment: Evaluation and Award Determination

Office of Budget & Finance



MaryEllen Sheppard Deputy County Manager

January 4, 2023

RFQ 233424 Architect for New Elections Building Evaluation and Award Determination

In accordance with the Pinal County Procurement Code, Swan Architects, Inc. has been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Quanting	Total	A - B-5 Questionnaire (Q-04KU)	B - Conformance	C - Presentation/Interview
Supplier	/ 1,800.00 pts	/ 1,400.00 pts	/ 100 pts	/ 300 pts
Swan Architects, Inc.	1,615.00	1,230.00	100	285
DLR Group	1,472.00	1,120.00	100	252
Arrington Watkins Architects	1,416.00	1,090.00	100	226
LEA-Architects, LLC	1,332.00	1,025.00	100	207
BWS Architects	1,090.00	990	100	0
Emc2 Group Architects Planners, PC	1,040.00	940	100	0

Score Tabulation

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Procurement Officer, Omar Rosas.

Bobby Tolliver

Bobby Tolliver Procurement Officer (520) 866- 6011 Bobby.Tolliver@pinal.gov

Office of Budget & Finance



Contract #233424ROQ Architect for Elections Building

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Swan Architects, Inc., (Contractor), whose primary address is 833 N. 5th Ave., Phoenix, AZ 85003

- 1. CONTRACT TERM. The resultant contract term will commence notice to proceed, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
- 2. CONTRACT EXTENSION. The County shall have the sole option to extend the term of this contract up to project completion, or at the County's sole discretion.
- 3. CONTRACT TYPE.

Firm-Fixed Lump Sum Price. The firm-fixed lump sum price is the amount or amounts shown or scheduled as such in the requested Pricing Document, each of which will be Contractor's complete and total compensation for carrying out the relevant portion of the work that it covers; and will not be subject to any adjustment on the basis of Contractor's cost experienced in performing under the contract.

Except as expressly stated otherwise in the solicitation, Contractor is deemed to have allowed in each firm-fixed lump sum price correct and sufficient amounts to cover all its obligations under or arising from the contract, at law, or otherwise, and to have allowed the necessary resources to enable it to carry out the relevant portion of the work that it covers within any time for performance specified in the Scope of Work.

Contractor acknowledges that it has had the opportunity to visit those physical locations where the priced work is to be carried out and to understand and account for local conditions that might affect the work, and has reviewed, verified, and interpreted for itself the necessary documents and information relevant to access, communications, climactic conditions, likelihood or risk of damage to adjacent property and occupants, possibility of interference by persons other than the County, and any necessary interfaces with others.

4. PRICING

4.1 <u>Most Favored Customer Pricing</u>.

Contractor warrants that, for the term of the contract, the prices, rates, discounts, terms, and benefits set out in the proposal, including any subsequent agreed upon amendment to it, will be equal to or better than the lowest prices, best rates, largest discounts, and most favorable terms and benefits, both separately and in combination, at which Contractor sells equivalent items. If Contractor provides more favorable pricing, rates, discounts, terms and benefits to any customer, it shall immediately apply all such pricing, rates, discounts, terms and benefits to pending County purchase orders and offer such pricing, rates, discounts, terms and benefits for all future purchases made by the County.



4.2 <u>All-Inclusive Pricing</u>.

Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the County. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

4.3 <u>Price Reductions and Sales Promotions</u>.

Price reductions may be submitted to or requested by the County for consideration at any time during the life of the contract. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

4.4 <u>Price Increase</u>.

The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted ninety (90) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 <u>Delivery</u>.

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.6 <u>Change Orders</u>.

In the event the County requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. If prior approval is not received, the Contractor may be subject to sanctions. The revised project price proposal shall include the following:

a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.



b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.

5. INVOICING AND PAYMENTS.

5.1 <u>Invoices</u>.

The Contractor shall submit detailed, itemized monthly invoices before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

- a. Company name, address and contact
- b. County bill-to name and contact information
- c. Contract Number
- d. County purchase order number
- e. Invoice number and date
- f. Payment terms
- g. Itemized service price as outlined in the Pricing Response Form

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

financeinvoices@pinal.gov

Pinal County Finance Department Attn: Accounts Payable PO Box 1348 Florence, AZ 85132

- 5.2 <u>No Invoice Without Authorization</u>. Contractor shall not seek payment for any:
 - a. Charges or fees not delineated in the contract.
 - b. Materials or services that have not been authorized on a purchase order.
 - c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
 - d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.
- 5.3 <u>Timeliness of Invoice</u>. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.
- 5.4 <u>Payments</u>. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.



- 5.5 <u>Payments Only to Contractor</u>. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.
- 5.6 <u>Payments to Subcontractors</u>. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 5.7 <u>Availability of Funds</u>. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
- 6. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
- 7. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.
- PUBLIC RECORD. This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County.
- 9. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.
 - a. Written Contract Amendments
 - b. Contract
 - c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
 - d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
 - e. Contract Exhibit(s) C (i.e. Responder's Proposal Documents)
 - f. Other Contract Exhibits
 - g. Orders, in reverse chronological order
- 10. RELATIONSHIP OF THE PARTIES. The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an



employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

- 11. SEVERABILITY. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.
- 12. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the contact by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.
- 13. NO WAIVER. Either party's failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.

14. CONTRACT ADMINISTRATION AND OPERATION.

14.1 <u>Notices and Correspondence</u>. Notices required by this Contract shall be made to the following addresses:

County	Contractor
Name: Bobby Tolliver	Name: Jeffry A. Swan
Address: PO Box 1348	Address: 833 N. 5 th Ave.
Florence, AZ 85132	Phoenix, AZ 85003
Title: Procurement Officer	Title: Project Manager/Architect
Email: pcpurchasing@pinal.gov	Email: Jeff@swanarchitects.com

An authorized County representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

- 14.2 <u>Click-Through Terms and Conditions</u>. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.
- 14.3 <u>Books and Records</u>. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of



§ 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

- 14.4 <u>Contractor Licenses</u>. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.
- 14.5 <u>Inspection and Testing</u>. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor's or Subcontractors' plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any reinspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.

14.6 Acceptance of Work.

- a. Materials. The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.
- b. Services. The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether



stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of reperforming or otherwise curing the grounds for the County's rejection.

14.7 <u>Ownership of Intellectual Property</u>.

- a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.
 - (1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.
 - (2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.
- b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:
 - (1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;
 - (2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and


- (3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.
- d. Developments Outside of Contract. Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.
- 14.8 <u>Subcontracts.</u> The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor. The subcontract shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.
- 14.9 <u>Non-Discrimination</u>. Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.
- 14.10 <u>E-Verify Requirements</u>. As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 14.11 Offshore Performance of Certain Work Prohibited. Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.
- 14.12 <u>Estimated Quantities</u>. Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.



- 14.13 <u>Non-Exclusivity</u>. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.
- 14.14 <u>Additions and Deletions to Contract</u>. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 14.15 <u>Applicable Taxes</u>. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.
- 14.16 <u>Eligible Agencies</u>. This contract shall be for the exclusive use of Pinal County.
- 14.17 <u>Transitions</u>. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.
- 14.18 <u>Other Contractors</u>. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work



product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

14.19 Work on County Premises.

- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
- b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."
- 14.20 <u>Advertising, Publishing, and Promotion of Contract</u>. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.
- 14.21 <u>Israel Boycott Prohibited</u>. **Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law**, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 14.22 <u>Use of Forced Labor of Ethnic Uyghurs Prohibited</u>. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People's Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the contract will terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the contract terminates on the contract termination date.



15. CONTRACT CHANGES.

- 15.1 <u>Contract Amendments</u>. The contract is issued under the authority of the Pinal County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.
- 15.2 <u>Signing of Contract Amendments</u>. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:
 - a. Extension of the term of the contract within the maximum aggregate term;
 - b. Revision to Procurement Officer appointment or contact information; or
 - c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties' signature (or "approval") of a contract modification is required to give it effect.

15.3 <u>Assignment and Delegation</u>. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

16. RISKS AND LIABILITIES

- 16.1 <u>Risk of Loss</u>. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 16.2 <u>Contractor Insurance</u>. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.



The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

- a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.
 - (1) Commercial General Liability (CGL). Commercial General Liability (CGL) Insurance (CG 0001) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 General Aggregate Limit, and \$2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall be at least as broad as the Insurance Services Office, Inc.'s CG 2037 0413 and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

(2) Automobile Liability. Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this contract.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.



(3) Workers' Compensation and Employer's Liability.

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-901, and when such Contractor executes the appropriate waiver form.

- (4) Professional Errors and Omissions Liability. Coverage shall be for minimum amounts of \$1,000,000 per claim and \$2,000,000 annual aggregate. Policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this contract.
- b. Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:
 - (1) The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the County, its agents, officials, or employees shall be excess and not contributory insurance as provided by A.R.S. § 41-621 E.
 - (2) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this contract.
- c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.
- d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- e. Verification of Coverage. Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. In the



event any insurance policy(ies) required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor form, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

- f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.
- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.
- 16.3 <u>Basic Indemnification</u>. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:
 - a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
 - b. Arise out of or are recovered under workers' compensation laws; and/or
 - c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.
 - d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.
- 16.4 <u>Patent and Copyright Indemnification</u>. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold



harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

- a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
- b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
- c. County may elect to participate in such action at its own expense; and
- d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

16.5 Force Majeure.

- a. Relief From Performance. The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
- b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.
- 16.6 <u>Third Party Antitrust Violations</u>. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.



17. WARRANTIES

- 17.1 <u>Liens.</u> Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.
- 17.2 <u>Conformity to Requirements.</u> Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:
 - a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;
 - b. Be free from defects of material and workmanship;
 - c. Conform to or perform in a manner consistent with current industry standards; and
 - d. Be fit for the intended purpose or use described in the contract.

Mere delivery or performance does not substitute for express acceptance by County. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the forgoing warranty will not begin until County's acceptance.

- 17.3 <u>Product Safety</u>. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.
- 17.4 <u>Contractor Personnel</u>. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.
- 17.5 Data Protection and Confidentiality of Records.
 - a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:
 - (1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or



procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

- (2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.
- b. Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.) NOTE: For convenience of reference only, the OMB memorandum is available at: https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf. NOTE: For convenience of reference only, the GSA directive is available at: https://www.gsa.gov/portal/directive/d0/content/658222
- c. Protected Health Information. Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:
 - Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;
 - (2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at: http://www.hhs.gov/hipaa/for-professionals/privacy/index.html
- 17.6 <u>Intellectual Property</u>. Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.



- 17.7 <u>Compliance with Applicable Laws, Licensing and Permits</u>. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 17.8 <u>Lobbying</u>. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include "anti-lobbying" provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County's benefit or on the County's behalf.
- 17.9 <u>Survival of Rights and Obligations</u>. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

18. COUNTY'S CONTRACTUAL REMEDIES

- 18.1 <u>Right to Assurance</u>. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 18.2 <u>Stop Work Order</u>. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.
- 18.3 <u>Non-exclusive Remedies</u>. The County's rights and remedies under the contract are not exclusive.
- 18.4 <u>Nonconforming Tender</u>. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.
- 18.5 <u>Right to Offset</u>. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or



failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

- 19.1 <u>Termination for Conflict of Interest</u>. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 19.2 <u>Gratuities</u>. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.
- 19.3 <u>Suspension or Debarment</u>. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.
- 19.4 <u>Termination for Convenience</u>. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.
- 19.5 <u>Termination for Default</u>. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:



- a. Comply with any requirement, term, or condition of the contract;
- b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;
- c. Make satisfactory progress in carrying out the work; or
- d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

20. CONTRACT CLAIMS

- 20.1 <u>Claim Resolution</u>. All claims and controversies shall be subject to the Pinal County Procurement Code.
- 20.2 <u>Arbitration</u>. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq*. The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.



This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY 31 N. Pinal Street Florence, AZ 85132	Swan Architects, Inc. 833 N. 5 th Ave. Phoenix, AZ 85003
Bγ: _Jeff Serdy	BY: Jeff Swan
(Name)	(Name)
Chairman, Pinal County Board of Supervisors	Tresident
(Title)	(Title)
(Signature)	(Signature)
DATE:	DATE: 2.22.2022

Approved as to Legal Content:

Pinal County Attorney's Office

(Date)



Req. Number 166262

Req. Date: 12/21/2022 Page: 1 of 1

Department Contact:	Ship to:	Supplier:
RHEIN, SHERRY A	FACILITIES-ADMINISTRATION	ARCADIS U.S., INC
Phone: -	121 W 22ND ST	630 PLAZA DR STE 200
Branch Plant: FAC-SUPPLEMENTAL CAP PROJECTS Fund Source: CAPITAL PROJECTS/MISCELLANEOUS	FLORENCE AZ 85132	HIGHLANDS RANCH CO 80129
		Phone: -
		Fax: -
Buyer: Brisna Canizalez, Buyer	Requested De	livery Date: 12/21/2022
		-

Buyer: Brisna Canizalez, Buyer	Requested Delivery Date:	12/21/2022	
Phone: 520 - 866-6223	Payment Terms:	Net 30	
Email: brisna.canizalez@pinal.gov	Shipping Terms:	FOB Destination	

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity1GPAContract Number19-15P-02Contract Expiry6/4/2023

Reference: Proposal: 11/21/2022

Department Contact: Hattie Sturgill hattie.sturgill@pinal.gov | Sherry Rhein - sherry.rhein@pinal.gov

Vendor Contact: Bill Lukehart - bill.lukehart@arcadis.com

Line	Quantity UO	M Item Number	Item Description	Unit Cost	Extended Cost
1.00	LS		Construction Management Servic Elections-Early Voting Bldg	\$0.00	\$413,411.92

Total Order: \$413,411.92



410 North 44th Street Suite 1000 Phoenix, AZ 85008 Tel 602.438.0883 Fax 602.438.0102 www.arcadis-us.com

November 21, 2022

Hattie Sturgill Capital Projects Coordinator Pinal County Facilities Management

Re: Construction Management Services for the Elections and Early Voting Building Project Work Plan and Construction Management Proposal

Dear Ms. Sturgill:

Arcadis is pleased to present this proposal for construction management services for the Elections and Early Voting Building Project.

Project Understanding

We understand that the 45,000SF project includes 20,000SF of office space and the remainder to be warehouse/service areas. The building will provide staff and operational spaces for early voting, operations center, ballot tabulations room, fire rated vault, IDF/MDF room, warehouse, and gated parking. The building is expected to be constructed of CMU walls with steel truss roof.

The project is currently in the procurement for design and CMAR services. This project has the following important aspects:

- Fast-Track delivery method with multiple CMAR GMP phases to accelerate completion:
 - Phase-1 Pre-Construction (Concurrent with concept design)
 - o Phase-2 Advance Procurement of long-lead items (25% Design)
 - Phase-3 Early construction with a site-work and foundations permit package (60% Design)
 - Phase-3 Uninterrupted continuance of construction with full design permit approvals (100% Design)

**Key to this approach includes assuring design is coordinated with the phased GMP and that cost controls are in place to assure on-budget execution of GMP.

- Accelerated design process with the following important coordination points with the CMAR:
 - 1-Month Conceptual Design tied to CMAR Phase-2 Advance Procurement of long-lead items (25% Design)
 - 2-Month Design Development tied to CMAR Phase-3 Early construction with a sitework and foundations permit package (60% Design)
 - 2-Month Construction Documentation tied to CMAR Phase-3 Uninterrupted continuance of construction with full design permit approvals (100% Design)

- <u>Completion Schedule</u>:
 - o Completion Target date May 2024
 - o 17-Month duration from January 2023 to May 2024
 - 1-Month County contingency June 2024 (Month 18)
 - Operating Elections and Early Voting Building June July 2024

ARCADIS Work Plan Narrative

- Overriding goals:
 - o Maximizing County dollars and deliver project on budget at expected level of quality
 - Positive public perception
 - No surprise work environment
 - Teamwork & sharing successes
- Project action items:
 - o Kick-Off team meetings and project ramp up
 - Finalize project scope of work and team expectations
 - Work with County to identify design-too and construct-too budgets
 - o Establish budget tracking tools
 - Finalize and memorialize project schedule including design and CMAR contractual deliverables. Maintain County milestone project schedule and distribute monthly updates
 - Manage the development of phased CMAR guaranteed maximum price proposal and coordinate Board approvals
 - Provide monthly project updates
 - o Provide County representation as extension of staff and owner's representative
 - o Manage design phase, provide administration and oversight of design completion
 - o Conduct design phase progress meetings and document action items for tracking
 - o Construction GMP development and contract reviews and recommendations for execution
 - Mobilization for phased construction and administration
 - o Construction management for the construction phase
 - o Work with the County to set up purchase orders and provide project administration
 - Schedule work and coordinate logistics
 - o Conduct construction progress meetings and document action items for tracking
 - Review work in place and quality observations
 - Reviews of contractor 4-week look ahead, and monthly schedule updates compared to contracted baseline schedule. Notations for deviation and critical path shadow schedule as a risk management tool
 - Review and recommend invoices and pay applications
 - o Coordinate FF&E and Move-In activities
 - o Manage organized project close-out



Staff Summary

- Bill Lukehart will have responsibility for the performance of services on your project and will lead pre-construction phase
- Praveen Lata will serve as Estimating Manager, taking the lead role providing as-need cost validation for phased GMP development or changes to work
- Construction Program Manager providing on-site observations/coordination during the construction phase will be determined at a latter date.
- Reimbursable expenses will include travel, lodging, M/E per diem, printing and binding as needed at direct costs.

Proposed Not-To-Exceed Fee

We propose a total not-to-exceed fee of \$142,553.68 for FY22/23 starting January, 2023 and running thru June 30th 2023 and a not-to-exceed fee of \$270,858.24 for FY23/24 starting Jul 1, 2023 and running thru June 30th 2024. Please refer to attached staffing plans.

Fiscal Year Purchase Orders

Purchase Orders should be made out to Arcadis U.S., Inc. with our 1GPA Contract Number "19-15P-02" reference on the PO and sent to Arcadis.

We look forward to work with the Pinal County on this very important assignment.

Sincerely,

ARCADIS US Inc

Be front

Bill Lukehart, Principal Vice President

Copy To: Archie Carreon Crapsey, Arcadis

Pinal County - Elections and Early Voting Building

Construction Management Staffing Plan

Pre-Construction

Construction

1GPA - # 1	19-15P-02														FY 22/23						
				12	1	2	3	3	4	5	6	ì	7		8	9	10	11	12		
Staff Category	Name	Bill Rate		une 2022	lul 022	ug 022	Se 20	•	Dct 022	Nov 2022	De 20:		Jan 2023		Feb 2023	Маг 2023	Арг 2023	May 2023	Jun 2023	Total Hours FY 22/23	Total Cost FY 22/23
Principal	B. Lukehart	\$215.27		0	0	0	()	0	 0	C)	64		64	64	64	32	32	320	\$ 68,886,40
Estimating Mng	P. Lata	\$185.46		0	0	0	()	0	0	()	16		16	16	16	16	16	96	\$ 17,804,16
Program Mng	TBD	\$173.04		0	0	0	()	0	0	0)	0		0	0	96	96	96	288	\$ 49,835.52
	C. Crapsey	\$82.40		0	0	 0	()	0	0	()	4		4	4	4	4	4	24	\$ 1,977.60
		TOTALS		0	0	0	()	0	0	(D	84		84	84	180	148	148	728	\$ 138,503.68
			\$	1	\$ 120	\$ -	s	8	\$ 2	\$	\$	*	\$ 17,074.	.24	\$ 17,074.24	\$ 17,074.24	\$ 33,686.08	\$ 26,797.44	\$ 26,797,44		\$ 138,503.68
		EXPENSES	\$		\$ 1945	\$ -	\$		\$	\$	\$	*	\$ 400.	.00	\$ 400.00	\$ 400.00	\$ 950.00	\$ 950.00	\$ 950.00		\$ 4,050.00
			_		 			_	_	_									1	-	\$
			\$		\$	\$	\$		\$ 	\$ 	\$		\$17,474.	24	\$17,474.24	\$17,474.24	\$34,636.08	\$ 27,747.44	\$27,747.44		\$ 142,553.68



Pinal County - Elections and Early Voting Building 11/21/2022

Construction Management Staffing Plan

				in the second			Construction							Close-Out		
1GPA - # 1	19-15P-02								FY 2	3/24						
			1	2	3	4	5	6	7	8	9	10	11	12		
Staff Category	Name	Bill Rate	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Total Hours FY 22/23	Total Cost FY 22/23
	B. Lukehart	\$226.03	8	8	8	8	8	8	8	8	8	8	8	8	96	\$ 21,698.88
Estimating Mng	P. Lala	\$194.73	0	16	0	16	0	16	0	16	0	16	0	0	80	\$ 15,578.40
Program Mng	TBD	\$181.69	96	96	96	96	96	96	96	96	96	120	120	.96	1,200	\$ 218,028.00
Admin Asst	C. Crapsey	\$86.52	4	4	4	4	4	4	4	4	4	4	4	4	48	\$ 4,152.96
		TOTALS	108	124	108	124	108	124	108	124	108	148	132	108	1,424	\$ 259,458.24
			\$ 19,596.56	\$ 22,712.24	\$ 19,596.56	\$ 22,712.24	\$ 19,596,56	\$ 22,712.24	\$ 19,596,56	\$ 22,712.24	\$ 19,596.56	\$ 27,072.80	\$ 23,957.12	\$ 19,596,56		\$ 259,458.24
		EXPENSES	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00		\$ 11,400.00 \$ -
			\$20,546,56	\$23,662,24	\$ 20,546.56	\$23,662.24	\$20,546.56	\$23,662.24	\$20,546.56	\$23,662.24	\$20,546.56	\$28,022.80	\$ 24,907.12	\$20,546.56		\$ 270,858.24

*5% Rate Increase



Contract Extension/Amendment



March 23, 2022

Arcadis 410 North 44th Street, Suite 1000 Phoenix, AZ 85008 Attn: Bill Lukehart (bill.lukehart@arcadis.com)

Re: Extension Agreement for Contract #19-15P-02, Project Management and Related Services

The above referenced contract is hereby mutually extended for an additional one (1) year period until June 4, 2023. This is the fourth year of a potential five-year agreement. Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:

- Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- Proof/Verification of ROC Licensing in good standing (if applicable).
- □ Proof of any other applicable licensing related to your contract.
- □ Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- Updated Contact Information Sheet completed.

Please check ONE of the following appropriate boxes regarding pricing:

- □ No price updates at this time. Current pricing on file is accurate.
- □ Our contract utilizes a firm-fixed price list. We are providing an updated fixed price list for 1GPA's review (attached).
- Our contract pricing is based on a percentage discount off list price. We have provided new price lists for 1GPA's review. Please see the attached updates. Note: Percentage Discounts remain the same as per contract terms and conditions.
- □ We are aware of new price lists that will be coming available during the upcoming contract year. We will present those when received. Current price lists will remain on file until updated price lists are reviewed and approved by 1GPA. *Note: Percentage Discounts remain the same as per contract terms and conditions.*

We have provided an updated cost form that includes adjustments to our labor and services rates for 1GPA's review.

If any of the boxes were checked regarding pricing updates; please include a brief description of the update here:

3% cost of living increase included in the attached rate sheet - effective date 6/4/2022

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for review and utilizing the same format provided in the contractor's original proposal.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature:	See 1
Printed Name: Bill Lukehart	
Title: Vice President	Date: 4/15/2022
1GPA Authorized Signature: Christy Knorr	
Printed Name: Christy Knorr	
Title: Vice President	Date: 4/15/2022
Pinal County ESA Authorized Signature:	Our m. Bronsand
Printed Name: Jill Broussard	V
Title: Superintendent	Date: 417522



Board Recommendation for Contract Award

DATE: June 3, 2019

TO: Pinal County ESA/ Mary C. O'Brien

- FROM: 1GPA Christy Knorr Vice President
- RE: Project Management and Related Services RFP 19-15P

It is the recommendation of 1GPA that the above referenced RFP for Project Management and Related Services be awarded to the firms determined to have submitted the most advantageous offer as indicated below:

Awarded Firms

Abacus Project Management, Inc. Arcadis Chermack Consulting Group LLC Estimating Plus, LLC Facility Management Group LLC H2 Group, LLC Nations Group

The purpose of this Request for Proposal ("RFP") was to develop a long term contract with qualified firms to be the Owner Representative and provide Project Management and Related Services to assist Members in managing any and all facilities and building improvement projects, construction, and related projects on an as needed basis. Firms that will represent the Owner (Member) in all areas of their facilities management and ensure the Member's best interests are met for every decision made.

The Proposal Opening for Project Management and Related Services was held on April 16, 2019 at the Office of 1GPA, 1910 W. Washington Street, Phoenix, AZ 85009. Fourteen (14) proposals were received and reviewed by the evaluation committee.

It is determined a single award is not advantageous to 1GPA's Members. The solicitation authorized multiple awards to meet the needs of 1GPA's various types of members and locations in Arizona and other states. Award is recommended to the least number of Offerors which offered the most advantageous proposals. The decision is based upon considerations for 1GPA members to select Project Management and Related Services base on the vendor's expertise in the area of their need. Each firm has the capacity and capability to perform the Scope of Work and can serve all Arizona and multiple states.

1910 W. Washington St., Phoenix, AZ. 85009 www.1GPA.org This is a multi-year contract beginning from date of award for one year. The contract may be extended up to a maximum of four (4) additional years on a year-to-year basis. Annual renewals would be based solely on the determination of 1GPA as to the performance, costs and general quality of the services provided by the successful vendors selected.

hristy Knorn Christy Knorr

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Vice President 1GPA

Renader (* que m. Bronssard

Jill Broussard Superintendent Pinal County ESA/Mary C. O'Brien

1910 W. Washington St., Phoenix, AZ. 85009 www.1GPA.org





Determination for Multiple Award Project Management and Related Services RFP 19-15P

In accordance with the requirements of A.A.C. R7-2-1050, a multiple award shall only be made if 1GPA determines in writing that a multiple award is necessary and is advantageous to 1GPA and its Members. A multiple award shall be limited to the least number of suppliers necessary to meet the requirements of the 1GPA and its Members.

The basis for determining whether to award a multiple contract, as stated in the RFP, is based on cost, products, services, overall strategy offered, qualifications, experience, and expertise of offeror, additional value, additional services offered, and responsiveness. The scope of services included Capital/Bond Improvement Planning and Financial Management, Pre-Project/Construction Management, Project/Construction Management, Post-Project/Construction Management, and Continuing and Related Services.

Based upon these factors, 1GPA have determined the necessity of a multiple award for Project Management and Related Services. A single award is not advantageous to 1GPA's Members. The contract award recommendation is to the least number of suppliers necessary to meet the needs of 1GPA Members.

The actual use of any contract will be at the sole discretion of 1GPA Members.

Abacus	Abacus ranked fifth overall. Abacus can serve all Arizona, Southern California, and the El Paso Texas area.
Arcadis	Arcadis ranked seventh overall. Arcadis can serve seven counties in Arizona. Arcadis is currently working in 34 states and is interested in growing into a national cooperative contract.
Chermack Consulting	Chermack ranked third overall. Chermack can serve all Arizona and has recently completed projects in Maricopa, Yavapai, Coconino, Pinal and Pima Counties. They also work with Native American communities
Estimating Plus	Estimating Plus ranked second overall. Estimating Plus can serve all Arizona, and is prepared to serve Nevada, Utah, Colorado, New Mexico, and Texas. Estimating Plus also provided one of the best reasonable fees schedules.

Recommended for Award (alpha order):

Facility Management Group	Facility Management Group ranked fourth overall. FMG can serve all Arizona and value the rural areas of Arizona. FMG has developed FM4Cast to assist owners with facilities lifecycle analysis.
H2 Group	H2 Group ranked first overall. H2 Group serves all Arizona. They have offices in Colorado and Texas and can provide services nationally. H2 Group also provided one of the best reasonable fees schedules.
Nations Group	Nations Group ranked sixth overall. Nations Group can serve all Arizona and is provide a national contract. They recently have completed work in California, Indiana and Tennessee.

1GPA Members may use this contract and select awarded contractors based on their own best practices. The Member's selection process may include qualifications of the awarded contractor in consideration of their project and scope of work, availability of the awarded contractor and their work load, past experience with contractor, and other practices determined by the Member.

The following vendors receive lower scores than those recommended for award:

- Associated Architects
- bo ARCH
- GCON,
- Kelly, Wright & Associates
- Marc Taylor
- Rider Levett Bucknall
- Vanir Construction Management.

Ken Carter

Ken Carter, Executive Director 1Government Procurement Alliance

Shannon Adams

Shannon Adams, HR Director/Board Secretary Pinal County ESA



Purchase Order

Pinal County Finance Department

Purchasing Division P.O. Box 1348 Florence, AZ 85132 **PO Number**

248150

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

PO Date: 9/1/2022 Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department	FACILITIES-ADMINISTRATION	DANSON CONSTRUCTION, LC
P.O. Box 1348	121 W 22ND ST	2624 W LONE CACTUS DRIVE
Florence, AZ 85132	FLORENCE AZ 85132	PHOENIX AZ 85027-2411
Or		
email invoice to:		
FinanceInvoices@pinal.gov		Phone: -
		Fax: -
		Confirming to:
Buyer: Brisna Canizalez, Buyer	Requested Deliv	very Date: 9/1/2022
Phone: 520 - 866-6223	Payment Terms	: Net 30

Phone: 520 - 866-6223	Payment Terms:	Net 30
Email: brisna.canizalez@pinal.gov	Shipping Terms:	FOB Destination

The terms and conditions of the following contract apply to this Purchase Order:

Contract EntityCave Creek USDContract NumberRFP 20-08-25

Contract Expiry 4/13/2023

Reference: Project: Pinal County Vector Lab Addition

Department Contact: Sherry Rhein - sherry.rhein@pinal.gov

Vendor Contact: Brad Walker - bwalker@dansonbldg.com

Description Unit Cost	Extended Cost
	\$1,018,546.00
C	

Total Order : \$1,018,546.00

NOTE :

Failure to send invoice to above address will result in delay of payment. Direct all payment questions to Accounts Payable at 520-866-6397. Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the Purchasing Website unless otherwise directed on this PO



PROJECT:	Pinal County Vector Lab Addition	BID DATE:	N/A	CREATED BY:	BF
LOCATION:	971 Jason Lopez Circle	TIME:	N/A	DATE:	6-Jul-22
BLDG AREA:	Florence, AZ 85132 1,030 SF Lab, 146 SF Storage Area	ARCHITECT: ADDENDA:	Swan Architects None as of 7/6/22	REVISED: REVISED DATE:	BF 8/1/2022

	DESCRIPTION	VENDOR	BASE BID	COMMENTS
			992,206	
		1.		
02-110	SURVEY	ALLOWANCE	1,000	
02-020	DEMOLITION	SPC	11,802	
02-080	EARTHWORK	SPC	EC DEMO	
02-180	SITE UTILITIES	E/C PLUMBING	EC PLUMBING	
02-300	LANDSCAPING	ALLOWANCE	1,000	
02-360	FENCING	Biddle & Brown	21,125	
03-020	SOIL TREATMENT	ALLOWANCE	600	
03-020	CONCRETE & SPLASH PAD & HEAD WALL	Roadrunner	110,000	
03-060	MASONRY	Roadrunner	EC Concrete	
		Alignment	39,900	
05-020		T Bar H	42,600	
06-020		S&R	19,255	
06-100	MILLWORK		28,580	
07-020	FOAM ROOFING	Progressive		
07-200	INSULATION & SPRAY FOAM AT PRIM	Gale	5,613	
07-900	CAULKING	ALLOWANCE	2,500	
08-000	DOORS, FRAMES, HARD & AD DOOR	89A	9,848	
08-010	DOOR INSTALL	Bigelow	900	
08-800	GLASS & GLAZING	Sierra Glass	19,869	
09-200	DRYWALL	Sonora	28,650	
09-500	ACOUSTIC CEILING	Western Acoustics	4,400	
09-680	TILE & FLOORING	Quality Floors	4,960	Verbal
09-900	PAINTING & STAIN MASONRY	Jack of All Paints	3,000	
	AD DOOR	N/A		Omited
	ACCESSORIES	HSI	756	
10-081	FIRE EXTINGUISHERS	EC IISI		
10-100	SIGNAGE	ALLOWANCE	500	
15-010	PLUMBING & YARD ROOF DRAIN	UNIVERSAL	72,400	
15-510	HVAC	CAMS / Tri Mega	91,749	
15-910	FIRE SPRINKLER	A1	8,900	
16-010	ELECTRICAL	EF Charles	88,800	
16-060	FIRE ALARM	ALLOWANCE	4,000	5
10-000		ALLOWINGL		
	СНЕСК			
			622,707	0
	SUBTOTAL		022,707	
	CUT / ADD		145.000	
	GENERAL CONDITIONS	-	145,000	
	PERMIT COSTS		BY OWNER	
	TESTING		BY OWNER	
	SPECIAL INSPECTIONS		BY OWNER	
	UTILITY CO FEES		BY OWNER	
	ALLOWANCE - OWNER CONTINGENCY		25,000	Per Archie
	BUILDERS RISK (JSTD MASONRY 2 QTR)		695	
	ADDITIONAL INSURANCE		N/A	
_	LIABILITY INSURANCE		5,297	
	BOND COST		N/A	
	SUBTOTAL		798,699	0
	CONTRACTOR FEE	5.0%	49,610	
	CONTRACTOR OVERHEAD	8.0%	79,376	
	SUBTOTAL		927,686	
	SALES TAX (FLORENCE 10.7%)	6.95500	64,521	
	Science in the Construct roth tot	0.00000	0.10	

AIA Document G701™ – 2017

Change Order

PROJECT: (name and address) Pinal County Vector Lab 971 Jason Lopez Circle	CONTRACT INFORMATION: Contract For: Building Addition Date:	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 001
OWNER: (name and address)	ARCHITECT: (name and address)	CONTRACTOR: (name and address)
Pinal County	Swan Architects Inc.	Danson Construction LLC
135 N. Pinal Street	833 North 5th Avenue	2624 W. Lone Cactus Dr.
Florence, AZ 85132	Phoenix, AZ 85003	Phoenix, AZ 85027

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Furnish and install new carpeting, vinyl composition tile, and paint in existing office suite adjoining the new vector lab building addition for a total cost of \$26,340.00.

The origin	al Contract Su	m was	\$ 992,206.00
The net ch	ange by previously aut	horized Change Orders	\$ 0.00
The	Contract Sum	prior to this Change Order was	\$ 992,206.00
The	Contract Sum	will be Increased by this Change Order in the amount of	\$ 26,340.00
The new	Contract Sum	, including this Change Order, will be	\$ 1,018,546.00
The Contra	act Time will be unch	anged by (0) days.	

The new date of Substantial Completion will be unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

Swan Architects Inc.	Danson Construction LLC	- Pinal County/FMD
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
SIGNATURE	SIGRATURE	SIGNATURE SIGNATURE
Jeffry A. Swan, President	Brad Walker, VP of Construction	Archie R. Carreon, Director FMD
RINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
12-12-2022	12-12-2022	12-12-2022
DATE	DATE	DATE

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Page 1

of 1

Contract Amendment

Dan Fontana Danson Construction Phoenix, AZ Email: dfontana@dansonbldg.com

Re: Contract 20-08-25, Job Order Contracting Services-General Contractors

The above referenced contract is hereby mutually extended for an additional (1) year period through April 13, 2023. This will extend it through the third of year of a potential five year agreement. Please indicate your desire to extend by the completing the information below:

By signing this document, vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Please provide the Cave Creek Unified School District with a copy of your updated Certificate of Insurance with your signed Contract Extension. If you should have any questions please feel free to contact Susan Rees, Business Manager at srees@ccusd93.net

Vendor Acceptance		
		, 2022
Title	Signature	Date:
Cave Creek Unified School Dist	rict/ Authorized Signature	
Business Manager		, 2022
Title	Signature	Date:



Purchase Order

Purchasing Division

P.O. Box 1348

Pinal County Finance Department

PO Number

248793

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

> PO Date: 12/19/2022 Page: 1 of 1

	Florence, AZ 85132	Page: 1 of 1
Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department	PINAL COUNTY CLERK OF THE SUPERIOR COURT	DOCULYNX OPERATIONS, LLC
P.O. Box 1348	971 N JASON LOPEZ CIRCLE	43 FADEM RD
Florence, AZ 85132	BLDG A - 1ST FLOOR	SPRINGFIELD NJ 07081
Or	FLORENCE AZ 85132	
email invoice to:		
FinanceInvoices@pinal.gov		Phone: -
		Fax: -
		Confirming to:
Buyer: Brisna Canizalez, Buyer	Requested Delivery Date:	12/19/2022
Dhanay 500 066 6000	Dovement Termon	Not 20

Buyer: Brisna Canizalez, Buyer	Requested Delivery Date:	12/19/2022
Phone: 520 - 866-6223	Payment Terms:	Net 30
Email: brisna.canizalez@pinal.gov	Shipping Terms:	FOB Destination

The terms and conditions of the following contract apply to this Purchase Order:

State of Arizona **Contract Entity** ADSPO18-185888 **Contract Number** 12/31/2022 Contract Expiry

Reference: Proposal: Statement of Work - December 2022 - Option 1 Solutions Pricing Estimate

Department contact: Odette Apodaca, Chief Deputy oapodaca@courts.az.gov (520) 866-5342 | Lakeisha Coleman lcoleman@courts.az.gov

PO emailed to: Scott.Theaumont@doculynx.com

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1	1,800,000 .00	EA		DOCUMENT PREPARTATION	\$0.01	\$23,400.00
2	1,800,000 .00	EA		400 DPI, BI TONAL STANDARD	\$0.05	\$91,800.00
3	1,800,000 .00	EA		FULL DOCUMENT OPTICAL CHARATER RECOGNITION (OCR)	\$0.01	\$15,300.00
4	284,000.0 0	EA		INDEXING STANDARD	\$0.00	\$1,278.00
5	12.00	EA		PICK UP AND DELIVERY .50/MILE	\$75.00	\$900.00

\$132,678.00 Total Order :

NOTE :

Failure to send invoice to above address will result in delay of payment. Direct all payment questions to Accounts Payable at 520-866-6397. Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the Purchasing Website unless otherwise directed on this PO



Updated December 2022

Statement of Work

Document Management Services Contract AzADSPO18-185888-1.

PREPARED FOR:

Clerk of the Superior Court, Pinal County

Ms. Odette M. Apodaca, Chief Deputy

971 N Jason Lopez Circle, Building A Florence, AZ 85132

doculynx a DRS Imaging Company

43 Fadem Rd. Springfield Township, NJ

1-800-742-1952

<u>About D</u>RS

The DRS Imaging Services Operations team was founded in 1964 with the goal of providing a less costly and more efficient means of document imaging and conversion services coupled with a best in breed suite of Enterprise Content Management offerings. As a full-service, singlesource partner we remain one of the oldest and largest service bureaus in the United States with twelve (12) locations coast to coast. We have grown to service the entire nation and indeed the globe, offering a complete line of onsite and outsource services (such as Imaging, Data Entry, Data Capture, and Micrographics), turnkey systems, and imaging-related hardware.

Our experience and operational insight have helped our customers attain measurable results through increased productivity, lower costs, and technological innovation. We have successfully completed more than **40,000** projects with a variety of requirements, internal systems and formats. In just the past five years, we have converted over **six hundred million** paper records to electronic format for ingestion in to various Enterprise platforms. 1964 established in

Description
Description
PREMIERE LOCATIONS

C 40,000 SUCCESSFUL PROJECTS

600M

Our success, which is measured by the satisfaction of our customers, has resulted in the continued growth of our reputation as a leader in document conversion for education and financial institutions, government agencies, hospitals, and the Fortune 500 marketplace.

Service Capabilities

The DRS Imaging Services team offers a complete suite of solutions to meet the daily challenges both domestic and international organizations of all sizes are faced with in today's business environment, such as:

Remaining competitive in an era of rising costs Meeting increasing demands for customer service Satisfying regulatory requirements and changing legislation Preserving and accessing vital information in a timely manner. Ensuring business safety and viability in the event of a disaster. Providing one-stop service that you can rely on.

We are capable of handling all of your information management needs, allowing you to focus on your core business interests. Our products and services include, but are not limited to:

Digital/Film Media Conversions Digital Preservation Services Micrographics Hardware & Supplies Document Imaging Equipment Document Storage Services Check Scanning & Depot Repair Custom Software Solutions Cloud Storage Microfilm/Microfiche Processing & Duplication Services On-Site Document Scanning / Filming Document and Media Destruction Facilities Management (Print & Mail)

Locations in North America

DRS spans the continental U.S with 12 locations, providing maximum and convenient coverage for all services and scanning needs.





Scanning Center

SOC2 Compliance Overview

Our nationwide scanning bureaus are SOC2 compliant facilities. Developed by the American Institute of CPAs (AICPA), SOC2 defines criteria for managing customer data based on five "Trust service principles" – security, availability, processing integrity, confidentiality, and privacy.



Why docuLynx DRS Imaging Services

While we are of sufficient size to accommodate virtually any conceivable document management requirement and our organization has grown steadily throughout our 55-year history, we have remained autonomous, available, and flexible which has enabled us to maintain close and personal relationships with our clients. The majority of our clients have chosen us as their sole provider for many years and we perform regular and/are ongoing services for them on a regular basis.

Option 1 - Solutions Pricing Estimate

Case Files Document Scanning

The Pinal County Superior Court has 800 (15 inch) standard bankers boxes containing multiple types of case files. These case files, identified by a unique 9-digit case file number, would need to be picked-up, converted to newly created electronic PDF images, and staged in the appropriate file format (CSV) for ingestion of both the images and meta data in to On Base via the DIP module.

Option I provides pricing to create one (1) Optical Character Recognition (OCR) searchable .pdf per case file.

This SOW assumes the <u>average</u> of 12 case files folders per standard bankers' box, averaging 187 pages per folder (2,250 pages per box) and averages 30 index characters per the individual case file.

- Case File Number
- Title of Case

Example Index – MH200100150 – Matter of Jones

Assumptions

- Documents are from mostly single sided "good condition" documents, suitable for high-speed scanning, standard 8.5"x 11.
- Doubled sided pages will count as two images and thus adjust the amount of actual images invoiced. Note: No double-sided pages were present in the 8 sample boxes that were reviewed during scoping.
- Documents will be scanned at 400dpi as bi-tonal. There are no requirements for color scanning.
- OCR (Optical Character Recognition) per image.
- 100% Image and Index Quality Assurance.
- Electronic Documents delivered via removeable hard drive for DIP upload in to OnBase.

Conversion Services	Quantity	Price (\$)	Total (\$)
Document Preparation	1,800,000	<mark>\$0.013</mark>	<mark>\$23,400.00</mark>
400 DPI, Bi Tonal Standard	1,800,000	<mark>\$0.051</mark>	<mark>\$91,800.00</mark>
Full Document Optical Character Recognition (OCR)	1,800,000	<mark>\$0.0085</mark>	<mark>\$15,300.00</mark>
Indexing Standard	284,000	<mark>\$0.0045</mark>	<mark>\$1,278.00</mark>
*Pick-Up and Delivery	12	<mark>\$0.50/mile</mark>	<mark>\$900.00</mark>
	Total		<mark>\$132,696.00</mark>

Authorization to Proceed

Upon approval, the DocuLynx project team will work with the Superior Court, Pinal County to determine a mutually agreed upon project start date. Once the scope of the project is finalized by running sample documents, the project timeframe will be confirmed. Upon approval, DocuLynx project team will work with Pinal Co to determine a mutually-agreed upon project start date. Once the scope of the project is finalized by running sample documents, the project timeframe will be confirmed. A signature below by an authorized officer is considered Authorization to Proceed and will initiate the terms of this proposal and agreement per the State of Arizona, **Document Management Services contract AzADSPO18-185888-1**.

docuLynx commits to delivering this project of 800 boxes with a 90 day (3 month) timeframe.

Approved By: DocuLynx

Approved By:

Date – September 2022

ringfield Township, NJ 07081

1-800-742-1952

	Contract Amend	AZ DEPT. OF ADMINISTRATION STATE PROCUREMENT OFFICE		
	CONTRACT NO.: ADSPO18-185888 Document Management Services AMENDMENT NO.: Five (5)		PAGE 1 OF 1	100 N. 15 [™] AVE., STE. 402 Phoenix, AZ 85007
CONTRACT DocuLynx 6916 N. 97 th Omaha, NE 6	Circle	AZ De State F 100 N.	Procurem	of Administration (ADOA) ent Office ., Ste. 402
CONTACT: PHONE: EMAIL:	Scott Theaumont (888) 908-6643 <u>Scott.Theaumont@Doculynx.com</u>	CONT PHON EMAIL	E : (6	ric Bell 602) 542-8921 <u>ic.bell@azdoa.gov</u>

Document Management Services

Pursuant to Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. In accordance with the Special Terms and Conditions, Section 3.2 – Contract Extensions, this Contract is extended for the contract period through December 31, 2022.

All other terms, conditions and provisions remain unchanged.

ACKNOWLEDGEMENT AND AUTHORIZATION

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.