



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

**PURCHASING DIVISION REPORT**

June 21, 2023

**CONTRACT AWARD RECOMMENDATION:**

The Board is requested to approve the following contract award:

1. RFP 232627 – WIOA One- Stop Operator - Recommend Chicanos Por La Causa, Inc. be awarded a contract beginning July 1, 2023 through June 30, 2024 with four (4) optional one-year extensions. This contract will be used by the Economic & Workforce Development Department.

**CONTRACT AMENDMENT:**

The Board is requested to approve the following contract amendment:

1. RFP 203026 – Public Defense Services Office Attorney Services - Recommended approval of an amendment to exercise the optional extension period from July 1, 2023 through June 30, 2024 with the following suppliers:

Alcantar Law Firm, PLC (Herman Alcantar)  
Ardene Fox of Fox Law Group, P.C.  
Bobbie Falduto Attorney at Law  
Catherine L. Greey Attorney at Law  
Chelli M. Wallace Attorney at Law  
Christina Griffin Carter of Carter Law PLLC  
Cooper & Rueter (Elizabeth Ryan Rueter)  
Czop Law Firm, PLLC (Steven Czop)  
David Mangin Law, PLLC  
E.M. Hale Law, PLC (Elizabeth M. Hale)  
James Q. Buchanan, Attorney at Law, PLLC  
Jeffrey B. Cloud of JCloud Law, PLLC  
Jennifer Hill Attorney at Law  
John G. Schaus Attorney at Law

Joy Riddle of Riddle Law Firm, PLLC  
Kenney Law LLC (Anthony L. Kenney)  
Kyle Hopson of Hopson Legal Consulting, PLLC  
Law Office of Anne M. Williams  
Law Offices of Daniel Thulin LLC

Law Office of Jamie Sparks  
Law Offices of Janelle A. Mc Eachern  
Law Offices of JR Wallace, PLC  
Law Office of Michael Villarreal  
Law Office of Nicole L. Severson, P.C.  
Law Office of Rebekah S. Bell  
Law Office of Rosemary Gordon Panuco  
Law Office of Samantha Sue Elledge, PLLC  
Paul D. Green, Attorney/Mediator, LLC  
Robert Precht Attorney at Law  
Rusinski Law Firm, LLC (Jolanta Rusinski)  
Service Law Group (Ian N. Service)  
Soslowsky Law Firm (James Soslowsky)  
The Alexander Law Offices (Morgan P. Alexander)  
Tyler Michael William Allen of Allen Law, PLLC  
dba Queen Creek Law Firm  
Weagant Law Offices (Cody N. Weagant)  
Weagant Law Offices (Megan K. Weagant)  
Winkley Law Firm (Katherine A. Winkley)  
Zachary Law Group (Steven W. Zachary)

There are two (2) optional extensions remaining. This contract is used by the Public Defense Services Office.



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2. RFP 182524 – WIOA Adult and Dislocated Worker and Rapid Response Service Provider - Recommended approval of Amendment No. 7 to exercise the optional extension period from July 1, 2023 through June 30, 2024 with Arbor E&T, LLC dba Equus Workforce Solutions. There are no further extensions remaining. This contract is used by the Arizona @ work Pinal County.
3. RFP 220126 – Title I-B WIOA Youth Program Provider - Recommended approval of Amendment No. 2 to exercise the optional extension period from July 1, 2023 through June 30, 2024 with Pinal County Community College District. There are two (2) optional extensions remaining. This contract is used by the Economic Development Department.
4. RFP 161222 – Banking Services - Recommended approval of Amendment No. 4 to extend the contract from June 30, 2023 through July 5, 2023 with Wells Fargo Bank N.A. This contract is used by the Treasurer's Office.

### **COOPERATIVE PURCHASING AGREEMENT PROCUREMENTS \$100,000 - \$250,000:**

The Board is hereby notified of the following cooperative purchases made:

**PO NO.:** 249507  
**SUPPLIER:** CCS Presentation Systems  
**AMOUNT:** \$190,452.30  
**ITEM:** EOC Technology Equipment  
**DEPARTMENT:** Public Works

### **COOPERATIVE PURCHASING AGREEMENT PROCUREMENTS OVER \$250,000:**

The Board is requested to approve the following cooperative purchase:

**REQUISITION NO.:** 167352  
**SUPPLIER:** Ellison – Mills Construction LLC  
**AMOUNT:** \$436,714.81  
**ITEM(S):** Various Improvements of roadways in Arizona City  
**DEPARTMENT:** Public Works



To: Pinal County Board of Supervisors

From: Omar Rosas, Procurement Officer

Date: June 21, 2023

Re: Contract Award of RFP #232627 WIOA One-Stop Operator

### Background

Request for Proposal (RFP) 232627 was published to solicit proposals from qualified suppliers to serve as the ARIZONA@WORK Pinal County One-Stop Operator under the direction of the Pinal County Workforce Development Board (PCWDB) for the Pinal County Economic & Workforce Development Department.

### Selection Process

Two (2) proposals were received and opened on February 2, 2023 at 2:15 p.m. Both proposals were deemed responsive and responsible and were evaluated by a five-person committee. Proposals were scored on Capacity of the Responder, Method of Approach, Financial Responsibility, Conformance to Terms and Conditions, Scope of Work, and Cost. A summary of the evaluation scores for each Responder is included on the attached Evaluation and Award Determination.

### Responders:

Arbor E&T, LLC dba Equus Workforce Solutions  
Chicanos Por La Causa, Inc.

### Recommendation

After review and scoring of the proposals by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 232627RFP – WIOA One-Stop Operator to Chicanos Por La Causa, Inc. The term of the proposed contract is an initial one (1) year term beginning July 1, 2023, through June 30, 2024, with four (4) one-year optional extensions.

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

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

Respectfully submitted,

**Leo Lew**  
County Manager

**Angeline Woods**  
Office of Budget & Finance Director



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

**Himanshu Patel**  
Deputy County Manager

**MaryEllen Sheppard**  
Deputy County Manager

*Omar Rosas*

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

Attachment: Evaluation and Award Determination





June 21, 2023

RFP 232627 WIOA One-Stop Operator  
**Evaluation and Award Determination**

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

Score Tabulation

	Total	A-1 - Capacity of Responder	A-2 - Method of Approach	A-3 - Financial Responsibility	A-4 - References	B - Cost	C - Conformance
Supplier	/ 1,200.00 pts	/ 335 pts	/ 365 pts	/ 100 pts	/ 100 pts	/ 200 pts	/ 100 pts
Chicanos Por La Causa, Inc.	1,107.00	325	307	95	80	200	100
Arbor E&T, LLC dba Equus Workforce Solutions	982.62	255	288	97	80	162.62	100

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

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

**Contract 232627**  
**WIOA One-Stop Operator**

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 Chicanos Por La Causa, Inc., (Contractor), whose primary address is 1112 E. Buckeye Road Phoenix, AZ 85034-4043.

1. **CONTRACT TERM.** The resultant contract term will commence on July 01, 2023 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 a maximum of four (4) 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.**

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 Site Services, Logistics, and Utilities. 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 Personnel-Related Expenses. The County will only reimburse for those items of personnel-related expense expressly indicated in the Scope of Work as a reimbursable item, 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.pinalcountyz.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.

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 All-Inclusive Pricing.

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 Price Reductions and Sales Promotions.

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 Price Increase.

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 Delivery.

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 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 Travel. N/A

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 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:



## PINAL COUNTY

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

- 5.2 Milestones and Retainage. N/A
- 5.3 No Invoice Without Authorization. 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 Timeliness of Invoice. 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 Payments. 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 Payments Only to Contractor. 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 Payments to Subcontractors. 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 Availability of Funds. 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.

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. 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 contract 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 Notices and Correspondence. Notices required by this Contract shall be made to the following addresses:



County	Contractor
<b>Name: Pinal County Purchasing</b> <b>Attn: Omar Rosas</b>	<b>Name: Chicanos Por La Causa, Inc.</b> <b>Attn: Heidi Wildy</b>
<b>Address:</b> <b>PO Box 1348</b> <b>Florence, AZ 85132</b>	<b>Address:</b> <b>1112 E. Buckeye Road</b> <b>Phoenix, AZ 85034-4043</b>
<b>Title: Procurement Officer</b>	<b>Title: Director Resources Development</b>
<b>Email: <a href="mailto:Purchasing@Pinal.gov">Purchasing@Pinal.gov</a></b>	<b>Email: <a href="mailto:heidi.wildy@cplc.org">heidi.wildy@cplc.org</a></b>

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 Click-Through Terms and Conditions. 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 Books and Records. 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 Contractor Licenses. 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 Inspection and Testing. 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 to 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 re-inspection 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 re-performing or otherwise curing the grounds for the County's rejection.

#### 14.7 Ownership of Intellectual Property.

- 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 Subcontracts. 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 and County, nor 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 Non-Discrimination. 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 E-Verify Requirements. 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 Estimated Quantities. 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 Non-Exclusivity. 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 Additions and Deletions to Contract. 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 Applicable Taxes. 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 Eligible Agencies. This contract shall be for the exclusive use of Pinal County.
- 14.17 Transitions. 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 Other Contractors. 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 **Advertising, Publishing, and Promotion of Contract.** 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 **Israel Boycott Prohibited.** 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 **Use of Forced Labor of Ethnic Uyghurs Prohibited.** 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 **Contract Amendments.** 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 **Signing of Contract Amendments.** 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 Assignment and Delegation. 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 Risk of Loss. 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 Contractor Insurance. 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 Insurance 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 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 recovery (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 recovery (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. 23-902 (E), and when such Contractor executes the appropriate waiver form.

- 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 shall be primary and noncontributory to any insurance or self insurance carried by the County, its agents, officials, or employees.

(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 of any deficiencies in such policies and endorsements, and such receipt shall not relieve 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 Basic Indemnification. 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 Public Health Information Indemnification. N/A

16.5 Patent and Copyright Indemnification. 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.

16.6 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.

- 16.7 Third Party Antitrust Violations. 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 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.
- 17.2 Conformity to Requirements. 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. 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 Contractor Personnel. 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:

- (1) 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 Intellectual Property. 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 Compliance with Applicable Laws, Licensing and Permits. 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 Lobbying. 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 Survival of Rights and Obligations. 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 Right to Assurance. 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 Stop Work Order. 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 Non-exclusive Remedies. The County's rights and remedies under the contract are not exclusive.
- 18.4 Nonconforming Tender. 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 Right to Offset. 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 Termination for Conflict of Interest. 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 Gratuities. 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 Suspension or Debarment. 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 Termination for Convenience. 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 Termination for Default. 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 Claim Resolution. All claims and controversies shall be subject to the Pinal County Procurement Code.



- 20.2 Arbitration. 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.



**PINAL COUNTY**

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**

**Chicanos Por La Causa, Inc.**  
**1112 E. Buckeye Road**  
**Phoenix, AZ 85034-4043**

BY: Jeff Serdy  
(Name)

BY: Andres L. Contreras  
(Name)

Chairman, Pinal County Board of Supervisors  
(Title)

EVP Integrated Health, Social Services, and Education  
(Title)

(Signature)

(Signature)

DATE: June 21, 2023

DATE: 5-17-23

Approved as to Legal Content:

 6/1/23  
Pinal County Attorney's Office (Date)

Exhibit A  
**Scope of Work**

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To be included as a separate exhibit to the contract.  
The final Scope of Work (SOW) exhibit is the solicitation SOW including addenda and negotiated changes.



Exhibit B  
**Contract Pricing**

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To be included as a separate exhibit to the contract. Pricing reflects final negotiated contract pricing.

Exhibit C  
**Responder's Proposal**

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To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal. Clarification questions asked and supplier responses will be added as part of the Responder's proposal exhibit.

Exhibit D  
**Federal Grant Terms**

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To be included as a separate exhibit to the contract. This exhibit is made up of the Federal Grant Terms.

Exhibit C-1  
Federal Certifications  
Addendum for Agreements Funded by U.S. Federal Grant

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**Source of Funding:**

Catalog of Federal Domestic Assistance (CFDA) Number:

- 17.258 (Adult)
- 17.278 (Dislocated Worker)
- 17.259 (Youth)

Link to program:

<https://arizonaatwork.com/sites/default/files/WIOA%20Funding%20Allocation%20Policy.pdf>

**References:**

Code of Federal Regulations (“CFR”), Title 2, Part 200 Uniform Requirements:

- CFR, Title 2: Grants and Agreements PART 200: [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
- Supplemented by the Department of Justice: [2 CFR Part 2800](#)

Federal Grants Financial Guide: [DOJ Financial Guide](#)

**Definitions:**

Allocable Costs. See 2 CFR § 200.405 Allocable costs.

- (a) A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received. This standard is met if the cost:
  - (1) Is incurred specifically for the Federal award;
  - (2) Benefits both the Federal award and other work of the non-Federal entity and can be distributed in proportions that may be approximated using reasonable methods; and
  - (3) Is necessary to the overall operation of the non-Federal entity and is assignable in part to the Federal award in accordance with the principles in this subpart.
- (b) All activities which benefit from the non-Federal entity's indirect (F&A) cost, including unallowable activities and donated services by the non-Federal entity or third parties, will receive an appropriate allocation of indirect costs.

- (c) Any cost allocable to a particular Federal award under the principles provided for in this part may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
- (d) Direct cost allocation principles. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then, notwithstanding paragraph (c) of this section, the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized under a Federal award, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required. See also 2 CFR §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.439 (Equipment and other capital expenditures).
- (e) If the contract is subject to CAS, costs must be allocated to the contract pursuant to the Cost Accounting Standards. To the extent that CAS is applicable, the allocation of costs in accordance with CAS takes precedence over the allocation provisions in this part.

Allowable Costs. See 2 CFR § 200.403 Factors affecting allowability of costs.

Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards:

- (a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.
- (b) Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.
- (c) Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity.
- (d) Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- (e) Be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in this part.
- (f) Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period. See also 2 CFR § 200.306 (Cost sharing or matching) paragraph (b).
- (g) Be adequately documented. See also 2 CFR §§ 200.300 (Statutory and national policy requirements) through 200.309 (Modifications to Period of performance).

Catalog of Federal Domestic Assistance (CFDA) Number. A five-digit number assigned by the Federal Awarding Agency in the awarding document of most grants and cooperative agreements funded by the Federal government.

Construction Work. The regulation at 41 CFR § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Contract. A legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

Contractor. An entity that receives a contract as defined in Contract.

Cooperative Agreement. A legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 USC §§ 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 USC § 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 USC § 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

Federally Assisted Construction Contract. The regulation at 41 CFR § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Federal awarding agency. The Federal agency that provides a Federal award directly to a non-Federal entity

Federal Award. Depending on the context, in either paragraph (a) or (b) of this section:

- (a) (1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 CFR § 200.101 (Applicability); or  
  
(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 CFR § 200.101 (Applicability).
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 CFR § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a Contractor or a contract to operate Federal government owned, Contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Funding Agreements. The regulation at 37 CFR § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

Non–Federal entity. A state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization. Any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations. When used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

**Pass-through entity.** A non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Reasonable Costs.** See 2 CFR § 200.404 Reasonable costs.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when the non-Federal entity is predominantly federally-funded. In determining reasonableness of a given cost, consideration must be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-Federal entity or the proper and efficient performance of the Federal award.
- (b) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Federal award.
- (c) Market prices for comparable goods or services for the geographic area.
- (d) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-Federal entity, its employees, where applicable its students or membership, the public at large, and the Federal Government.
- (e) Whether the non-Federal entity significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the Federal award's cost.

**Recipient.** A non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold.** The dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR, Part 2, Subpart 2.1 (Definitions) and in accordance with 41 USC § 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of 2 CFR § 200.67 (Micro-purchase)).

**Subaward.** An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subcontractor.** Legal entity that enters into subcontract with a “Contractor.”

**Subrecipient.** A non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.





**Termination.** The ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

### **Federal Grant Provisions:**

The following certifications and provisions may be required and apply when Pinal County expends federal funds for any purchase. Pursuant to 2 CFR § 200.327, all contracts, including small purchases, awarded by Pinal County and Pinal County' Subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

1. **Termination for Default.** Pinal County reserves all rights and privileges under the applicable laws and regulations with respect to this contract in the event of breach of contract. Pursuant to 2 CFR Part 200, Appendix II, paragraph (B), the County may terminate the contract in whole or in part for cause 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.

2. **Termination for Convenience.** Pursuant 2 CFR Part 200, Appendix II, paragraph (B), when Pinal County expends federal funds, Pinal County reserves the right to immediately terminate any contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination.
3. **Equal Employment Opportunity.** Pursuant to 41 CFR, Chapter 60, Part 60-1, the Contractor agrees as follows during the performance of this contract:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will

take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (h) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Compliance with Davis-Bacon Act. Pursuant to the Davis-Bacon Act (40 USC §§ 3141-3148) as supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) and 2 CFR Part 200, Appendix II(D), Contractor agrees as follows during the performance of this Contract:
- (a) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 USC §§ 3141- 3144, and 3146-3148) and the applicable requirements of 29 CFR pt. 5. The Contractor

shall comply with 40 USC §§ 3141-3144, and 3146-3148 and the applicable requirements of 29 CFR pt. 5.

- (b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (c) Additionally, Contractors are required to pay wages not less than once a week

Reference link for Labor Standards <https://www.hud.gov/sites/documents/4010.PDF>

5. Compliance with the Copeland “Anti-Kickback” Act. Pursuant to the Copeland “Anti-Kickback” Act (40 USC § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), Contractor agrees as follows during the performance of this contract:
  - (a) Contractor. The Contractor shall comply with 18 USC § 874, 40 USC § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.
  - (b) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these contract clauses.
  - (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 CFR § 5.12.”
6. Compliance with the Contract Work Hours and Safety Standards Act. Pursuant to 40 USC §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5 (see 2 CFR Part 200, Appendix II (E)), Contractor agrees as follows during the performance of this Contract:
  - (a) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- (c) Withholding for unpaid wages and liquidated damages. Pinal County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- (d) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

7. Compliance with Section 3 Requirements. Pursuant to 24 CFR § 135.38, Contractor agrees as follows during the performance of this Contract. Contractor will be required to submit Section 3 compliance forms within three (3) days of contract award.

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this Section 3 clause, upon a finding that the

subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- (f) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

8. Rights to Inventions Made Under a Contract or Agreement. Contractor agrees to comply with the requirements of 37 CFR Part 401, 2 CFR § 200, Appendix II (F), and any other applicable regulations issued by the Federal Awarding Agency during the performance of this contract.

9. Clean Air Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 *et seq.*

- (a) The Contractor agrees to report each violation to Pinal County and understands and agrees that Pinal County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (b) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.

10. Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 *et seq.*

- (a) The Contractor agrees to report each violation to Pinal County and understands and agrees that the Pinal County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (b) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.

11. Suspension and Debarment. Pursuant to Executive Orders 12549 and 12689, Pinal County may, by written notice to Contractor, immediately terminate this Contract if Pinal County determines that the Contractor has been disbarred, 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. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of this contract, the Contractor or its principals



becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the Contractor will notify Pinal County.

Contractor agrees to comply with the following during the performance of this contract.

- (a) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of the Contractor's *principals* (defined at 2 CFR § 180.995) or its *affiliates* (defined at 2 CFR § 180.905) are *excluded* (defined at 2 CFR § 180.940) or *disqualified* (defined at 2 CFR § 180.935).
- (b) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by Pinal County. If it is later determined that the Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (d) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). The Contractor agrees to comply with the following during the term of this Contract:

- (a) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



- (d) The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.
13. Procurement of Recovered Materials. Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (See 42 USC §§ 6901 *et seq.*; and 2 CFR § 200.323) during the performance of this contract.
- (a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
- Competitively within a timeframe providing for compliance with the contract performance schedule;
  - Meeting contract performance requirements; or
  - At a reasonable price.
- (b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
14. Fly Ash Certification. Contractor agrees to comply with the following during the performance of this contract.
- (a) The percentage of fly ash in the concrete or cement is or will be consistent with the amounts required by the EPA Guidelines, Statutes, and/or Regulations for federally funded projects involving procurement of cement and/or concrete (Solid Waste Disposal Act; Resource Conservation and Recovery Act).
15. Fingerprint and Background Checks. In accordance with ARS § 15-512(H), a Contractor, Subcontractor or vendor, any employee of a Contractor, Subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to ARS §§ 41-1758 *et seq.*
16. Civil Rights Act of 1964, Title VI. Contractor agrees to comply with the Civil Rights Act of 1964, as amended, (42 USC § 2000d and 28 CFR § 42.101 *et seq.*) that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.
17. Rehabilitation Act of 1973, Section 504. Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR §§ 42.501 *et seq.*), as emended, that no otherwise individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds.



18. Age Discrimination Act of 1975. Contractor agrees to comply with the Age Discrimination Act of 1975 (42 USC §§ 6101-6107 and 28 CFR § 42.700 et seq.), as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.
19. Americans with Disabilities Act of 1990. Contractor agrees to comply with Title II of the Americans with Disabilities Act of 1990 (42 USC §§ 12131-12134 and 28 CFR pt. 35), as amended, that there shall be no employment discrimination against “qualified individuals with disabilities.”
20. Other Grant Specific Regulations. Contractor agrees to comply with the following during the performance of this contract.
- List here
21. Access to records. The following access to records requirements apply to this contract:
- (a) The Contractor agrees to provide the State of Arizona, Pinal County, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - (c) The Contractor agrees to provide the Federal Awarding Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
  - (d) In compliance with the Disaster Recovery Reform Act of 2018, the Pinal County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency Administrator or the Comptroller General of the United States.
  - (e) Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
22. Contract changes and amendments. There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. Amendments agreed to by both parties may modify the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured. No charge for extra work or material will be allowed unless approved in writing, in advance, by the County and Contractor.

23. Uniform administrative requirements, cost principles, and audit requirements. Pinal County adheres to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for all federal awards included in 2 CFR Part 200. The federal cost principles require all costs for projects to be allowable, reasonable, and allocable. Therefore transparency of the cost proposal is required to ensure compliance.
24. Buy American provision. Contractor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 48 CFR § 52.225-1 through § 52.225-26 and 41 USC Chapter 83. The Contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. “Substantially” means the final processed product contains over 51% domestically grown agricultural commodities. The provision applies to all food purchases paid from the nonprofit school food service account. There are limited exceptions to this provision, however before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

The County has preference for domestic end products for supplies acquired for the use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Contractor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Exceptions to the Buy American provision should be used as a last resort; exceptions include: (1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities or of a satisfactory quality, or (2) costs of a U.S. product are significantly higher than the non-domestic product.

To be considered for the alternative or exception to the Buy American provision, the request must be submitted in writing to the designated Pinal County procurement official, a minimum of 7 days prior to delivery date. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price and (2) the reason for exception, with limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product.

25. Federal awarding agency seal, logo, and flags. The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of the Federal Awarding Agency officials without specific pre-approval from the Federal Awarding Agency.
26. Compliance with federal law, regulations, and executive orders. This is an acknowledgement that financial assistance provided by the Federal Awarding Agency will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.
27. No obligation by federal government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
28. Program fraud and false or fraudulent statements or related acts. The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

**PINAL COUNTY**

**Contractor** agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Chicanos Por La Causa, Inc.

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Contractor Name

136249609

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Contractor DUNS #

1112 E. Buckeye Road, Phoenix, AZ 85034-4043

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Address, City, State, and Zip Code+4 (Use the following link if needed: <https://tools.usps.com/go/ZipLookup>)

602-257-6781

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Phone Number and Email Address

Andres L. Contreras , EVP Integrated Health, Social Services, and Education

---

Printed Name and Title of Authorized Representative

5-17-23

---

Signature of Authorized Representative

Date



To: Pinal County Board of Supervisors

From: Omar Rosas, Procurement Officer

Date: June 21, 2023

Re: Contract Amendment for RFP #203026 Public Defense Services Office Attorney Services

It is requested the Board approve a contract term extension with the following suppliers who provide attorney services for the Public Defense Services Office:

- Alcantar Law Firm, PLC (Herman Alcantar)
- Ardene Fox of Fox Law Group, P.C.
- Bobbie Falduto Attorney at Law
- Catherine L. Greey Attorney at Law
- Chelli M. Wallace Attorney at Law
- Christina Griffin Carter of Carter Law PLLC
- Cooper & Rueter (Elizabeth Ryan Rueter)
- Czop Law Firm, PLLC (Steven Czop)
- David Mangin Law, PLLC
- E.M. Hale Law, PLC (Elizabeth M. Hale)
- James Q. Buchanan, Attorney at Law, PLLC
- Jeffrey B. Cloud of JCloud Law, PLLC
- Jennifer Hill Attorney at Law
- John G. Schaus Attorney at Law
- Joy Riddle of Riddle Law Firm, PLLC
- Kenney Law LLC (Anthony L. Kenney)
- Kyle Hopson of Hopson Legal Consulting, PLLC
- Law Office of Anne M. Williams
- Law Offices of Daniel Thulin LLC
- Law Office of Jamie Sparks
- Law Offices of Janelle A. Mc Eachern
- Law Offices of JR Wallace, PLC
- Law Office of Michael Villarreal
- Law Office of Nicole L. Severson, P.C.
- Law Office of Rebekah S. Bell
- Law Office of Rosemary Gordon Panuco
- Law Office of Samantha Sue Elledge, PLLC
- Paul D. Green, Attorney/Mediator, LLC
- Robert Precht Attorney at Law
- Rusinski Law Firm, LLC (Jolanta Rusinski)
- Service Law Group (Ian N. Service)
- Soslowsky Law Firm (James Soslowsky)
- The Alexander Law Offices (Morgan P. Alexander)



- Tyler Michael William Allen of Allen Law, PLLC dba Queen Creek Law Firm
- Weagant Law Offices (Cody N. Weagant)
- Weagant Law Offices (Megan K. Weagant)
- Winkley Law Firm (Katherine A. Winkley)
- Zachary Law Group (Steven W. Zachary)

The County has spent approximately \$4,700,000 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on June 30, 2023. The new term, if approved, will begin on July 1, 2023, and will continue through June 30, 2024. After this extension, two (2) one-year optional extensions will remain.

It is also requested the Board authorize the Director of the Office of Budget and Finance to approve and sign resulting purchase orders and related administrative documents. All other terms and conditions remain unchanged.

Respectfully submitted,

*Omar Rosas*

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



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Alcantar Law Firm, PLC (Herman Alcantar)

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

---

The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Ardene Fox of Fox Law Group, P.C.

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X

June 21, 2023

Date



## Contract Amendment

---

The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #4**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Bobbie Falduto Attorney at Law

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date





## Contract Amendment

---

The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Catherine L. Greey Attorney at Law

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Chelli M. Wallace Attorney at Law

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Christina Griffin Carter of Carter Law PLLC

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Cooper & Rueter (Elizabeth Ryan Rueter)

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Czop Law Firm, PLLC (Steven Czop)

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

---

The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: David Mangin Law, PLLC

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

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Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: E.M. Hale Law, PLC (Elizabeth M. Hale)

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as

follows: Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X

June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: James Q. Buchanan, Attorney at Law, PLLC

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X

June 21, 2023

Date





## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Jeffrey B. Cloud of JCloud Law, PLLC

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

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Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Jennifer Hill Attorney at Law

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

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Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: John G. Schaus Attorney at Law

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

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Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Joy Riddle of Riddle Law Firm, PLLC

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

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Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Kenney Law LLC (Anthony L. Kenney)

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

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Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Kyle Hopson of Hopson Legal Consulting, PLLC

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

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Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Law Office of Anne M. Williams

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

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Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Law Office of Jamie Sparks

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date





## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Law Office of Michael Villarreal

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

---

The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Law Office of Nicole L. Severson, P.C.

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

---

The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Law Office of Rebekah S. Bell

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Law Office of Rosemary Gordon Panuco

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Law Office of Samantha Sue Elledge, PLLC

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

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Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Law Offices of Daniel Thulin LLC

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

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Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Law Offices of Janelle A. Mc Eachern

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

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Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Law Offices of JR Wallace, PLC

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

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Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date





## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Paul D. Green, Attorney/Mediator, LLC

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

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Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X

June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Robert Precht Attorney at Law

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

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Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Rusinski Law Firm, LLC (Jolanta Rusinski)

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

---

The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Service Law Group (Ian N. Service)

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #4**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Soslowsky Law Firm (James Soslowsky)

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

---

The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: The Alexander Law Offices (Morgan P. Alexander)

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

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Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

---

The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Tyler Michael William Allen of Allen Law, PLLC dba Queen Creek Law Firm

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

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Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

---

The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Weagant Law Offices (Cody N. Weagant)

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

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Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date





## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Weagant Law Offices (Megan K. Weagant)

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

---

The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Winkley Law Firm (Katherine A. Winkley)

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



## Contract Amendment

---

The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 203026**  
**Amendment #3**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Public Defense Services Office Attorney Services

Contractor Name: Zachary Law Group (Steven W. Zachary)

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County Board of Supervisors

X June 21, 2023

Date



To: Pinal County Board of Supervisors

From: Omar Rosas, Procurement Officer

Date: June 21, 2023

Re: Contract Amendment for RFP #182524 WIOA Adult and Dislocated Worker and Rapid Response Service Provider

It is requested the Board approve a contract term extension with Arbor E&T, LLC dba Equus Workforce Solutions who provide the WIOA Adult and Dislocated Worker and Rapid Response Service for ARIZONA@WORK Pinal County.

This is a grant funded program.

The current term of this contract expires on June 30, 2023. The new term, if approved, will begin on July 1, 2023, and will continue through June 30, 2024. After this extension, no further extensions remain.

It is also requested the Board authorize the Director of the Office of Budget and Finance to approve and sign resulting purchase orders and related administrative documents. All other terms and conditions remain unchanged.

Respectfully submitted,

*Omar Rosas*

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



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 182524**  
**Amendment #7**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### WIOA Adult and Dislocated Worker and Rapid Response Service Provider

Contractor Name: **Arbor E&T, LLC dba Equus Workforce Solutions**

Pursuant to Paragraph 5 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County or Pinal County Board of Supervisors

X June 21, 2023

Date



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Omar Rosas, Procurement Officer

Date: June 21, 2023

Re: Contract Amendment for RFP #220126 Title I-B WIOA Youth Program Provider

It is requested the Board approve a contract term extension with Pinal County Community College District who provide Title I-B WIOA Youth Program Provider for the Economic Development Department

This is a grant funded program.

The current term of this contract expires on June 30, 2023. The new term, if approved, will begin on July 1, 2023, and will continue through June 30, 2024. After this extension, two (2) one-year optional extensions will remain.

It is also requested the Board authorize the Director of the Office of Budget and Finance to approve and sign resulting purchase orders and related administrative documents. All other terms and conditions remain unchanged.

Respectfully submitted,

*Omar Rosas*

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



## Contract Amendment

---

The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6008

**Contract 220126**  
**Amendment #2**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

### Title I-B WIOA Youth Program Provider

Contractor Name: **Pinal County Community College District**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Jeff Serdy, Chairman  
Pinal County or Pinal County Board of Supervisors

X June 21, 2023

Date

Leo Lew  
County Manager

Angeline Woods  
Finance & Budget Director



Himanshu Patel  
Deputy County Manager

MaryEllen Sheppard  
Deputy County Manager

To: Pinal County Board of Supervisors

From: Omar Rosas, Procurement Officer

Date: June 21, 2023

Re: Contract Amendment for RFP #161222 Banking Services

It is requested the Board approve a term extension to the contract with Wells Fargo Bank who provides Banking Services for the Treasurer Department.

The current term of this contract expires on June 30, 2023. The new term, if approved, will begin on July 1, 2022, and will continue through July 5, 2023.

It is also requested the Board authorize the Finance & Budget Director to approve and sign resulting purchase orders and related administrative documents. All other pricing, terms and conditions remain unchanged.

Respectfully,

*Omar Rosas*

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





## Contract Amendment

Pinal County Finance Department  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
520-866-6526

**Contract 161222  
Amendment #4**  
Procurement Officer: Omar Rosas  
Omar.Rosas@pinal.gov

## Banking Services

Contractor Name: **Wells Fargo Bank, N.A.**

Pursuant to Special Terms and Conditions Paragraph 3 (Contract Extension) and Uniform Terms and Conditions Section 5 (Contract Changes), the above referenced contract shall be amended as follows:

1. The term of this contract is hereby extended through July 5, 2023.
2. All other Terms, Conditions, and Pricing remain the same.

Contractor hereby acknowledges receipt and  
understanding of the above amendment.

The above reference contract amendment is hereby  
executed this date by the County.

BY: Mark A. Jensen

(Name)

Senior Vice President

(Title)

*Mark A. Jensen*

(Signature)

Wells Fargo Bank, N.A.

(Contractor Name)

DATE: 06/16/2023

BY: Jeff Serdy

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: 6/21/2023



## Purchase Order

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

**PO Number**

**249507**

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

**PO Date: 6/5/2023**

**Page: 1 of 5**

Mail Invoice to:	Ship to:	Supplier:		
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132 <b>Or</b> <b>email invoice to:</b> <a href="mailto:FinanceInvoices@pinal.gov">FinanceInvoices@pinal.gov</a>	INFORMATION TECHNOLOGY DEPARTMENT IT RECEIVING BLDG 75 N. MAIN STREET FLORENCE AZ 85132	CCS PRESENTATION SYSTEMS 17350 N HARTFORD DR SCOTTSDALE AZ 85255  Phone: 480 - 348-0100 Fax: 480 - 348-0101  <b>Confirming to:</b>		
<table><tr><td><b>Buyer: Maegan Queen, Buyer</b> <b>Phone: 520 - 866-6265</b> <b>Email: <a href="mailto:maegan.queen@pinal.gov">maegan.queen@pinal.gov</a></b></td><td><b>Requested Delivery Date: 6/5/2023</b> <b>Payment Terms: Net 30</b> <b>Shipping Terms: FOB Destination</b></td></tr></table>			<b>Buyer: Maegan Queen, Buyer</b> <b>Phone: 520 - 866-6265</b> <b>Email: <a href="mailto:maegan.queen@pinal.gov">maegan.queen@pinal.gov</a></b>	<b>Requested Delivery Date: 6/5/2023</b> <b>Payment Terms: Net 30</b> <b>Shipping Terms: FOB Destination</b>
<b>Buyer: Maegan Queen, Buyer</b> <b>Phone: 520 - 866-6265</b> <b>Email: <a href="mailto:maegan.queen@pinal.gov">maegan.queen@pinal.gov</a></b>	<b>Requested Delivery Date: 6/5/2023</b> <b>Payment Terms: Net 30</b> <b>Shipping Terms: FOB Destination</b>			

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

**Contract Entity** State of Arizona  
**Contract Number** ADSP017-184594  
**Contract Expiry** 7/30/2023

**Reference:**

S.O.W. : To purchase equipment for the EOC technology including video, audio, control, rack & misc.

Quote #: PR09326

Vendor Contact: Tony Piowarsy | [tpiowarsy@ccsprojects.com](mailto:tpiowarsy@ccsprojects.com) | (480) 348-0100

Department Contact: Courtney Prock | [courtney.prock@pinal.gov](mailto:courtney.prock@pinal.gov) | (520) 866-6479 | Yoli Ramirez | [yolanda.ramirez@pinal.gov](mailto:yolanda.ramirez@pinal.gov) | (520) 866-6374

Deliver to: 75 N. Main St. Florence, AZ 85132

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1	1.00	EA		OFE server w/6 HDMI outputs	\$0.00	
2	5.00	EA		OFE station PC w/dual output, keyboard & mouse	\$0.00	
3	3.00	EA		Sony FW-85BZ40H	\$0.00	
4	3.00	EA		Chief TS525TU	\$0.00	
5	1.00	EA	CHIEF TS525TU	Thinstall articulating display mount, large	\$511.92	\$511.92
6	1.00	EA	SONY FW-85BZ40H	Desktop power pack, Professional display	\$3,829.60	\$3,829.60
7	6.00	EA	CRESTRON PW-2420RU	Desktop power pack, 24VDC, 2.5A, 2.1mm, universal	\$116.20	\$697.20
8	12.00	EA	CRESTRON DM-NVX-E30	DigitalMedia 4K60 4:4:4 HDR ne AV encoder	\$1,001.00	\$12,012.00

9	6.00	EA	CRESTRON DM-NVX-360	DM NVX 4K60 4:4:4 HDR Crestron DM-NVX-360	\$1,594.60	\$9,567.60
10	6.00	EA	CRESTRON PW-2412WU	Wall mount power pack, 24 VDC, 1.25A, 2.1mm, universal	\$54.60	\$327.60
11	8.00	EA	CRESTRON DM-NVX-E30C	DigitalMedia 4K60 4:4:4 HDR ne AV encoder card	\$1,001.00	\$8,008.00
12	1.00	EA	CRESTRON DMF-CI-8	DigitalMedia card chassis for NVX-C & DMCF,	\$1,540.00	\$1,540.00
13	1.00	EA	CRESTRON DM-NVX-DIR-80	DM NVX director virtual switch appliance for 80 endpoints	\$4,428.20	\$4,428.20
14	27.00	EA	COVID HDPR-06	HDMI 2.0 cable, premium certif	\$14.24	\$384.48
15	1.00	EA	DATAVIDEO PTC-280	12x 4K PTZ camera	\$1,799.10	\$1,799.10
16	1.00	EA	DATAVIDEO WM-1-W	White version of prof wall mou PTC-140 & PTC-150 PTZ cameras	\$98.10	\$98.10
17	1.00	EA	CRESTRON HD-EXT4-C-B_SYST	4K HDMI over HDBaseT extender alog audio, black	\$770.00	\$770.00
18	1.00	EA	INOGENI 4KXUSB3	4KXUSB3 - 4K Ultra HD to USB 3 HDMI loop	\$498.75	\$498.75
19	6.00	EA	COVID ADP-DP-HDF-4K	Adapter, DisplayPort Male to HDMI 2.0 Female	\$27.30	\$163.80
20	2.00	EA	COVID CLR-DM3-3P-1KB	Fiber Cable, Duplex, OM3, Plenum, 1,000' Box	\$825.00	\$1,650.00
21	15.00	EA	CLEERLINE TECHNOLOGY SSF-	Fiber optic keystone insert, D Multimode, White	\$11.16	\$167.40
22	2.00	EA	CLEERLINE TECHNOLOGY SSF-	Multimode Ultra Polished	\$185.63	\$371.26
23	11.00	EA	LIBERTY WIRE & CABLE DOM3	SSF LC-LC OM3 DUPLEX 1.6MM 2M	\$25.73	\$283.03
24	12.00	EA	CRESTRON SFP-1G-SX	SFP Transceiver Module for DM-NVX Series,	\$131.60	\$1,579.20
25	12.00	EA	NETGEAR AXM761-10000S	10GE SR SFP+ MODULE	\$425.00	\$5,100.00
26	1.00	EA		OFE All network switch & program of network for	\$0.00	
27	5.00	EA	CRESTRON TT-100-B-T	Connect It Cable Caddy w/120V Outlet, No Cables,	\$231.00	\$1,155.00
28	5.00	EA	COVID HDPR-10	HDMI 2.0 Cable, Premium Certified, 10 ft.	\$16.35	\$81.75
29	1.00	EA	SCREENBEAM SBWD750W	ScreenBeam 750W Miracast wireless display	\$237.00	\$237.00
30	1.00	EA	SHURE MXWAPT4=-Z10	4-CH ACCESS POINT TRANSCIVER	\$2,969.28	\$2,969.28
31	1.00	EA	SHURE MXW2/SM58=-Z10	Handheld Transmitter with SM58 Microphone (Includes	\$614.88	\$614.88
32	1.00	EA	SHURE MXWNCS4	4-CHANNEL NETWORKED	\$1,553.76	\$1,553.76
33	10.00	EA	QSC AD-C6T-LP	6.5" Two-way low-profile ceiling speaker, 70/100v	\$203.50	\$2,035.00
34	1.00	EA	BIAMP SYSTEMS TESIRA SERV	Tesira DSP server with up to 48 channels of	\$6,860.70	\$6,860.70

35	1.00	EA	BIAMP SYSTEMS TESIRA DAN-	Tesira 64x64 Dante™ module for use in SERVER or	\$1,398.32	\$1,398.32
36	3.00	EA	BIAMP SYSTEMS TESIRA SEC-	Tesira 4 channel mic/line input card with acoustic echo	\$696.08	\$2,088.24
37	3.00	EA	BIAMP SYSTEMS TESIRA SOC-	Tesira 4 channel mic/line output	\$306.46	\$919.38
38	1.00	EA	BIAMP SYSTEMS TESIRA SVC-	Tesira 2 line VoIP telephone interface card	\$602.14	\$602.14
39	1.00	EA	CRESTRON AMP- 8075	Avia 8-Channel Power Amplifier, 75W/Ch., 4/8	\$2,464.00	\$2,464.00
40	1.00	EA	BIAMP SYSTEMS TESIRA EX-U	PoE AVB/USB expander with Bluetooth® wireless	\$652.96	\$652.96
41	4.00	EA	SHURE MXA920W-S	Ceiling Array Microphone, Square, White, 24 inch	\$3,407.04	\$13,628.16
42	1.00	EA	BIAMP SYSTEMS TESIRACONNE	5-port expansion device with AVB to Dante	\$1,526.14	\$1,526.14
43	1.00	EA	CRESTRON CP4N	4-Series Control System	\$2,156.00	\$2,156.00
44	1.00	EA	CRESTRON TSD- 2220-B	21.5" HD Touch Screen Display, Black	\$1,540.00	\$1,540.00
45	1.00	EA	CRESTRON DM- DGE-200-C	Digital Graphics Engine 200 w/PinPoint UX & 4K	\$2,464.00	\$2,464.00
46	1.00	EA	CHIEF FSB018BLK	FLAT SCREEN TABLE STAND -BLACK	\$254.16	\$254.16
47	1.00	EA	MIDDLE ATLANTIC WRK-40SA-	40SP/32D WRK RACK	\$1,872.78	\$1,872.78
48	1.00	EA	MIDDLE ATLANTIC PFD-40	40RU Plexiglas Front Door	\$753.48	\$753.48
49	1.00	EA	MIDDLE ATLANTIC SPN-44-31	PR BLK 44SP SDS FOR 31-32D RK	\$905.58	\$905.58
50	1.00	EA	MIDDLE ATLANTIC CBS-WRK-3	CASTER BASE FOR WRK 32DP	\$289.38	\$289.38
51	1.00	EA	MIDDLE ATLANTIC VBK-W27-W	27/32 DP WRK VENT BLOCK K	\$32.76	\$32.76
52	1.00	EA	MIDDLE ATLANTIC WRK-RR40	ADD.40SP RAIL KIT	\$177.06	\$177.06
53	1.00	EA	MIDDLE ATLANTIC BR1	1SP PANEL W/BRUSH GROMMET	\$68.64	\$68.64
54	1.00	EA	MIDDLE ATLANTIC EB1-CP12	12PC. EB1 CONTRACT PACK	\$124.02	\$124.02
55	5.00	EA	MIDDLE ATLANTIC EB2	2RU flanged blank panel	\$16.38	\$81.90
56	1.00	EA	MIDDLE ATLANTIC D2	2RU ANODIZED DRAWER	\$220.74	\$220.74
57	3.00	EA	MIDDLE ATLANTIC U1V	1SP VENTED UTILITY SHELF	\$58.89	\$176.67
58	1.00	EA	MIDDLE ATLANTIC LBP-1A	10-PACK L LACER BARS	\$49.14	\$49.14
59	1.00	EA	MIDDLE ATLANTIC HP500	500PC 10-32 SCREW W/CAPT	\$146.64	\$146.64
60	1.00	EA	APC SMT1500RM2UNC	APC Smart-UPS 1500VA LCD RM 2U 120V with net card	\$2,104.85	\$2,104.85

61	1.00	EA	COVID CVA3200-16-500R	16/2, Unshielded, Plenum, 500'	\$231.00	\$231.00
62	1.00	EA	CCS MATERIALS	Materials for Installation	\$2,528.00	\$2,528.00
63	1.00	EA	SURGEX SX-DS-158	Defender Series, MultiStage Su Suppression, Rackmount Power	\$221.60	\$221.60
64	1.00	EA	CCS MATERIALS	Dell Precision 3930 Rack Workstation	\$2,765.00	\$2,765.00
65	5.00	EA	C2G CG54430	8in mDP to HDMI 4K Passive Black	\$50.39	\$251.95
66	2.00	EA	SURGEX SX-1115-RT	Rack Mount Surge Eliminator 1RU,	\$809.71	\$1,619.42
67	1.00	EA	MIDDLE ATLANTIC PDT-2015C	power strip	\$234.00	\$234.00
68	4.00	EA	COVID P-C6-BLK-500R	Cat 6, 550 MHz, Black Jacket, Plenum, 500' Reel	\$257.12	\$1,028.48
69	1.00	EA	STARTECH UNIRAILS1UB	1U UNIVERSAL SERVER RACK RAILS INSTALL	\$73.99	\$73.99
70	1.00	EA	LISTEN TECHNOLOGIES LCS-1	Wi-Fi\RF Advanced System	\$2,088.54	\$2,088.54
71	2.00	EA	LISTEN TECHNOLOGIES LR-42	Intelligent DSP RF Receiver (72 MHz)	\$180.40	\$360.80
72	3.00	EA	LISTEN TECHNOLOGIES LA-40	Universal Ear Speaker	\$18.86	\$56.58
73	1.00	EA	LISTEN TECHNOLOGIES LA-43	Intelligent Ear Phone/Neck Loop Lanyard	\$60.68	\$60.68
74	1.00	EA	LISTEN TECHNOLOGIES LA-30	Multi-Lingual Assistive Listening Notification Sign	\$23.78	\$23.78
75	1.00	EA	LISTEN TECHNOLOGIES LA-38	Intelligent 12-Unit Charging Tray	\$368.18	\$368.18
76	1.00	EA	LISTEN TECHNOLOGIES LA-12	Universal Antenna Kit (72 and 216 MHz)	\$97.58	\$97.58
77	1.00	EA	UBIQUITI NETWORKS UAP-AC-	UniFi AP ac HD US	\$395.00	\$395.00
78	1.00	EA		CCS Training Bundle	\$1,896.00	\$1,896.00
79	1.00	LS		LABOR	\$49,691.00	\$49,691.00
80	1.00	LS		SHIPPING	\$4,342.10	\$4,342.10
81	1.00	LS		CCS-MAX-STATE-A1	\$4,105.71	\$4,105.71
82	1.00	LS		TAX	\$8,767.78	\$8,767.78
83	1.00	EA	MIDDLE ATLANTIC MW-6FT-6	Intergrated 6" san tips inclds fans	\$663.78	\$663.78
84	5.00	EA	MIDDLE STLANTIC UTB-A2-14	UTP, 1-2 SPACE, 14" DEEP	\$517.92	\$2,589.60
Added lines 83 & 84 due to being missed on original req 6/9/23 MQ						

**Total Order : \$190,452.30**

**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



Proposal Date:  
June 5, 2023  
Quote Number:  
PR09326

# EOC

Project Location:  
75 N. Main St.  
Florence AZ 85132

Prepared For:  
PINAL COUNTY FINANCE DEPARTMENT  
PO BOX 1348  
Florence AZ 85132

CCS Presentation Systems  
17350 North Hartford Drive  
Scottsdale, AZ. 85255

Proposed by:  
Tony Piowarsy  
tpiowarsy@ccsprojects.com  
(480) 348-0100

STATE CONTRACT #: ADSPO17-184594

## EOC

## SCOPE

## EOC SCOPE

- VIDEO
  - Wall mount four (4) 85-inch monitors on articulating arm mounts
  - Rack mount main AV network switch for routing DM-NVX system, control, and Dane/AES67 audio
  - Mount a OFE POE network switch under each of the five (5) EOC tables
  - Mount a Crestron DM-NVX transmitter for each PC located at the table and route CAT6 jumper to local network switch at the table
    - Two (2) DM-NVX transmitters and one DM-NVX receiver at the main table
    - Supply Crestron TT-100-B-S to route HDMI cable for laptop input and AC power for the laptop. Add DM-NVX to route video to the system.
    - Two (2) DM-NVX transmitters and one DM-NVX receiver at the other four (4) tables
  - Route fiber cables from each of the five (5) tables OFE AV network switch to main AV network switch in the rack
  - Provisions will be made in the main equipment rack for one (1) HDMI inputs for rack Sat tuner
  - Wall mount PTZ camera for WEB conferencing.
  - Rack mount Server with five (6) HDMI outputs. Supply wireless keyboard and mouse with USB extension.
- AUDIO
  - Ceiling mount nine (9) speakers in three (3) rows of three for zoned audio
  - Rack mount audio processor to process analog, Dante, AES67, AVB audio
    - Route USB audio to the lectern mounted WEB PC
    - Tesira SVC-2 card for VOIP
  - Install a digital wireless microphone system. The system will consist of one (1) handheld microphone
  - Install (4) beamforming ceiling array microphones for WEB PC only
  - Rack mount a eight (8) channel audio amplifier
- CONTROL
  - Rack mount control processor
  - Table mount 22-inch control touch panel and the main command station.
  - Provide x-panel for remote access to the system.
  - Future: 7-inch touch panel at the 5 person tables for local control.
  - Touch panel design (NOTE: final design to be determined by a programming scope meeting)
  - Base programming will be for four (4) presets. Presets are to be determined by Pinal County
    - VIDEO
      - Any input can be routed to any of the five (5) wall mounted monitors
      - Source selections are:
        - Command PC 1 through 5
        - Rack mounted server with six (6) HD outputs.
        - Laptop input 1 through 5
        - Rack mounted WEB PC
        - One (1) COX/SAT tuner.
        - Screenbeam at the main table.
    - AUDIO
      - Only one source audio can be selected at one time to be routed to the ceiling speakers
      - Source selections are:
        - Command PC's (qty 6)



- OFE SAT tuner
  - Screenbeam
  - laptop inputs (qty 5)
  - Rack mounted WEB PC
  - Wireless microphone audio will be routed to OFE WEB PC and VOIP and can be used for in room audio.
  - Wired ceiling microphones to be routed to the WEB PC and for VOIP. Will not be used for in room audio
- RACK & MISC
  - Supply a 40 space rack. rack to consist of:
    - Plexi glass front door
    - Caster base for service mobility
    - Top of rack mounted fan
    - Rack shelves
    - Rear rack rails and lacing bars
    - 2 space drawer
    - Filler blank panels
    - 15 amp surge protector and 15 amp, 15 outlet vertical strip
    - APC Smart UP
- PINAL COUNTY RESPONSIBILITIES
  - Supply all required electrical. (20 amp circuits)
  - Supply Support backing for 85-inch monitors
  - Supply necessary conduit, back boxes, and floor boxes
  - Supply WEB PC
  - Supply tables
  - Supply all network switches and management and configuration of the switches.
  - Uninterrupted time for installation.
- END OF SCOPE

VIDEO SYSTEM



IMAGE	QTY	DESCRIPTION	PRICE	TOTAL
	1	CCS OFE OFE server with 6 HDMI outputs	\$0.00	\$0.00
	5	CCS OFE OFE Station PC with dual output, Keyboard & mouse	\$0.00	\$0.00








































IMAGE	QTY	DESCRIPTION	PRICE	TOTAL
	3	CCS OFE Sony FW-85BZ40H	\$0.00	\$0.00
	3	CCS OFE Chief TS525TU	\$0.00	\$0.00
	1	Chief TS525TU Thinstall Articulating Display Mount, Large	\$511.92	\$511.92
	1	Sony FW85BZ40H 85 BRAVIA 4K HDR PROFESSIONAL DISPLAY	\$3,829.60	\$3,829.60
	6	Crestron PW-2420RU Desktop Power Pack, 24VDC, 2.5A, 2.1mm, Universal	\$116.20	\$697.20
	12	Crestron DM-NVX-E30 DigitalMedia™ 4K60 4:4:4 HDR Network AV Encoder	\$1,001.00	\$12,012.00
	6	Crestron DM-NVX-360 DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$1,594.60	\$9,567.60
	6	Crestron PW-2412WU Wall Mount Power Pack, 24 VDC, 1.25 A, 2.1 mm, Universal	\$54.60	\$327.60
	8	Crestron DM-NVX-E30C DigitalMedia™ 4K60 4:4:4 HDR Network AV Encoder Card	\$1,001.00	\$8,008.00
	1	Crestron DMF-CI-8 DigitalMedia Card Chassis for DM-NVX-C & DMCF, 8 Slots	\$1,540.00	\$1,540.00
	1	Crestron DM-NVX-DIR-80 DM NVX Director Virtual Switching Appliance for 80 Endpoints	\$4,428.20	\$4,428.20
	27	COVID HDPR-06 HDMI 2.0 Cable, Premium Certified, 6 ft.	\$14.24	\$384.48
	1	Datavideo PTC-280 12x 4K PTZ camera.	\$1,799.10	\$1,799.10
	1	Datavideo WM-1-W White verison of a professional wall mount for PTC-140 and PTC-150 PTZ cameras. The mount is made from rugged steel material for durability. Designed for easy cable pass through. Assembly required.	\$98.10	\$98.10
	1	Crestron HD-EXT4-C-B_SYSTEM 4K HDMI over HDBaseT Extender w/Analog Audio, Black	\$770.00	\$770.00

IMAGE	QTY	DESCRIPTION	PRICE	TOTAL
	1	Inogeni 4KXUSB3 4KXUSB3 - 4K Ultra HD to USB 3.0 with HDMI loop	\$498.75	\$498.75
	6	COVID ADP-DP-HDF-4K Adapter, DisplayPort Male to HDMI 2.0 Female	\$27.30	\$163.80
	2	COVID CLR-DM3-3P-1KB Fiber Cable, Duplex, OM3, Plenum, 1,000' Box	\$825.00	\$1,650.00
	15	Cleerline Technology SSF-LC-MMKIW Fiber optic keystone insert, Duplex LC to LC, Multimode, White	\$11.16	\$167.40
	2	Cleerline Technology SSF-LC-MMFPC-10 Multimode Ultra Polished Connector	\$185.63	\$371.26
	11	Liberty Wire & Cable DOM3LCLC02M SSF LC-LC OM3 DUPLEX 1.6MM 2M	\$25.73	\$283.03
	12	Crestron SFP-1G-SX SFP Transceiver Module for DM-NVX Series, Duplex Multimode Fiber, 850 nm	\$131.60	\$1,579.20
	12	Netgear AXM761-10000S 10GE SR SFP+ MODULE	\$425.00	\$5,100.00
	1	CCS OFE OFE All network switches and programming of network for NVX-Dante and AV control. Patch panels, SFP ports and cable runs	\$0.00	\$0.00
	5	Crestron TT-100-B-T Connect It Cable Caddy w/120V Outlet, No Cables, Black Textured.	\$231.00	\$1,155.00
	5	COVID HDPR-10 HDMI 2.0 Cable, Premium Certified, 10 ft.	\$16.35	\$81.75
	1	ScreenBeam SBWD750W ScreenBeam 750W Miracast wireless displa	\$237.00	\$237.00
VIDEO SYSTEM TOTAL				\$55,260.99

## AUDIO SYSTEM

IMAGE	QTY	DESCRIPTION	PRICE	TOTAL
	1	Shure MXWAPT4-Z10 4-CH ACCESS POINT TRANSCEIVER	\$2,969.28	\$2,969.28

IMAGE	QTY	DESCRIPTION	PRICE	TOTAL
	1	Shure MXW2/SM58--Z10 Handheld Transmitter with SM58® Microphone (Includes one SB902 Battery)	\$614.88	\$614.88
	1	Shure MXWNCS4 4-CHANNEL NETWORKED CHARGING STATION	\$1,553.76	\$1,553.76
	10	Crestron SAROS IC6LPT-W-T-EACH Saros® Low-Profile 6.5" 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	\$203.50	\$2,035.00
	1	Biamp Systems Tesira SERVER-IO AVB Tesira DSP server with up to 48 channels of I/O, 1 AVB-1 network card and 1 DSP-2 card (2 additional DSP-2 cards can be added)	\$6,860.70	\$6,860.70
	1	Biamp Systems Tesira DAN-1 Tesira 64x64 Dante™ module for use in SERVER or SERVER-IO chassis	\$1,398.32	\$1,398.32
	3	Biamp Systems Tesira SEC-4 Tesira 4 channel mic/line input card with acoustic echo cancellation per channel	\$696.08	\$2,088.24
	3	Biamp Systems Tesira SOC-4 Tesira 4 channel mic/line output card	\$306.46	\$919.38
	1	Biamp Systems Tesira SVC-2 Tesira 2 line VoIP telephone interface card	\$602.14	\$602.14
	1	Crestron AMP-8075 Avia 8-Channel Power Amplifier, 75W/Ch., 4/8 Ohm or 70V, North America & Japan, 100-120V	\$2,464.00	\$2,464.00
	1	Biamp Systems Tesira EX-UBT PoE AVB/USB expander with Bluetooth® wireless technology	\$652.96	\$652.96
	4	Shure MXA920W-S Ceiling Array Microphone, Square, White, 24 inch	\$3,407.04	\$13,628.16
	1	Biamp Systems TesiraCONNECT TC-5D 5-port expansion device with AVB to Dante Bridging	\$1,526.14	\$1,526.14
AUDIO SYSTEM TOTAL				\$37,312.96

## CONTROL SYSTEM





IMAGE	QTY	DESCRIPTION	PRICE	TOTAL
	1	Crestron CP4N 4-Series Control System	\$2,156.00	\$2,156.00
	1	Crestron TSD-2220-B 21.5" HD Touch Screen Display, Black	\$1,540.00	\$1,540.00

IMAGE	QTY	DESCRIPTION	PRICE	TOTAL
	1	Crestron DM-DGE-200-C Digital Graphics Engine 200 w/PinPoint UX & 4K DM 8G+ Input	\$2,464.00	\$2,464.00
	1	Chief FSB018BLK FLAT SCREEN TABLE STAND -BLACK	\$254.16	\$254.16
CONTROL SYSTEM TOTAL				\$6,414.16

RACK & MISC

IMAGE	QTY	DESCRIPTION	PRICE	TOTAL
	1	Middle Atlantic WRK-40SA-32 40SP/32D WRK RACK	\$1,872.78	\$1,872.78
	1	Middle Atlantic PFD-40 40RU Plexiglas Front Door	\$753.48	\$753.48
	1	Middle Atlantic SPN-44-312 PR BLK 44SP SDS FOR 31-32D RK	\$905.58	\$905.58
	1	Middle Atlantic CBS-WRK-32 CASTER BASE FOR WRK 32DP	\$289.38	\$289.38
	1	Middle Atlantic MW-6FT-660CFM INTEGRATED 6" FAN TOP, INCLUDES 3 FANS,	\$663.78	\$663.78
	1	Middle Atlantic VBK-W27-W32 27/32 DP WRK VENT BLOCK K	\$32.76	\$32.76
	1	Middle Atlantic WRK-RR40 ADD.40SP RAIL KIT	\$177.06	\$177.06
	1	Middle Atlantic BR1 1SP PANEL W/BRUSH GROMMET	\$68.64	\$68.64
	1	Middle Atlantic EB1-CP12 12PC. EB1 CONTRACT PACK	\$124.02	\$124.02
	5	Middle Atlantic EB2 2RU flanged blank panel	\$16.38	\$81.90

























IMAGE	QTY	DESCRIPTION	PRICE	TOTAL
	1	Middle Atlantic D2 2RU ANODIZED DRAWER.	\$220.74	\$220.74
	3	Middle Atlantic U1V 1SP VENTED UTILITY SHELF	\$58.89	\$176.67
	1	Middle Atlantic LBP-1A 10-PACK L LACER BARS.	\$49.14	\$49.14
	1	Middle Atlantic HP500 500PC 10-32 SCREW W/CAPT.	\$146.64	\$146.64
	1	APC SMT1500RM2UNC APC Smart-UPS 1500VA LCD RM 2U 120V with Network Card	\$2,104.85	\$2,104.85
	1	COVID CVA3200-16-500R 16/2, Unshielded, Plenum, 500' Reel	\$231.00	\$231.00
	1	CCS Materials Materials for Installation	\$2,528.00	\$2,528.00
	5	Middle Atlantic UTB-A2-14 UTB,1-2 SPACE,14"DEEP	\$517.92	\$2,589.60
	1	SurgeX SX-DS-158 Defender Series, MultiStage Surge Suppression, Rackmount Power Protection, 15a.	\$221.60	\$221.60
	1	CCS Materials Dell Precision 3930 Rack Workstation	\$2,765.00	\$2,765.00
	5	C2G CG54430 8in mDP to HDMI 4K Passive Black	\$50.39	\$251.95
	2	SurgeX SX-1115-RT Rack Mount Surge Eliminator 1RU, 120V/15A, 9 Receptacles	\$809.71	\$1,619.42
	1	Middle Atlantic PDT-2015C-NS power strip	\$234.00	\$234.00
	4	COVID P-C6-BLK-500R Cat 6, 550 MHz, Black Jacket, Plenum, 500' Reel	\$257.12	\$1,028.48
	1	Startech UNIRAILS1UB 1U UNIVERSAL SERVER RACK RAILS INSTALL IN 4-POST EIA/ECA-310 NETWORK RACK/ RAIL	\$73.99	\$73.99

IMAGE	QTY	DESCRIPTION	PRICE	TOTAL
RACK & MISC TOTAL				\$19,210.46

HEARING ASSIST

IMAGE	QTY	DESCRIPTION	PRICE	TOTAL
	1	Listen Technologies LCS-121-01 Wi-Fi\RF Advanced System	\$2,088.54	\$2,088.54
	2	Listen Technologies LR-4200-072 Intelligent DSP RF Receiver (72 MHz)	\$180.40	\$360.80
	3	Listen Technologies LA-401 Universal Ear Speaker	\$18.86	\$56.58
	1	Listen Technologies LA-430 Intelligent Ear Phone/Neck Loop Lanyard	\$60.68	\$60.68
	1	Listen Technologies LA-303 Multi-Lingual Assistive Listening Notification Sign	\$23.78	\$23.78
	1	Listen Technologies LA-381-01 Intelligent 12-Unit Charging Tray	\$368.18	\$368.18
	1	Listen Technologies LA-122 Universal Antenna Kit (72 and 216 MHz)	\$97.58	\$97.58
	1	Ubiquiti Networks UAP-AC-HD-US UniFi AP ac HD US	\$395.00	\$395.00
HEARING ASSIST TOTAL				\$3,451.14

LABOR

IMAGE	QTY	DESCRIPTION	PRICE	TOTAL
	1	CCS Training Bundle	\$1,896.00	\$1,896.00
LABOR TOTAL				\$51,587.00

EQUIPMENT TOTAL	\$123,545.71
LABOR TOTAL	\$49,691.00
SHIPPING	\$4,324.10
CCS-MAX-STATE-A1	\$4,105.71
EOC TOTAL	\$181,666.52



## ACCEPTANCE

## FINANCIAL

## STATE CONTRACT #: ADSP017-184594

## PAYMENT SCHEDULE

Please see Terms below

EQUIPMENT TOTAL	\$123,545.71
LABOR TOTAL	\$49,691.00
SHIPPING	\$4,324.10
CCS-MAX-STATE-A1	\$4,105.71
SUBTOTAL	\$181,666.52
TOTAL TAX	\$8,767.78
PROJECT TOTAL	\$190,434.30

## TERMS

The pricing for this proposal is valid for **14 days from June 5, 2023**. If expired, please contact your CCS Accounts Manager for updated pricing.

Terms are net 30 days from invoice date. Invoices are subject to 1.5% interest charge if not paid within the terms. Returns are allowed within 30 days and with a 25% Restocking fee. No returns on custom items.

I accept this proposal and hereby authorize CCS Presentation Systems - Mesa at 1426 W. Bass Pro Drive, Suite 101 Mesa, Arizona 85201 to proceed with the purchase of the included equipment for the facilities of PINAL COUNTY FINANCE DEPARTMENT constructing at 75 N. Main St. Florence, AZ 85132 as described in the totality of this document. In keeping with the Terms of Payment listed above. This proposal is valid only if accepted in writing by PINAL COUNTY FINANCE DEPARTMENT within thirty days of the Proposal / Quote Date and the deposit (if required by the terms) is received on or by the Acceptance Date. Price quotes contained herein shall remain valid for a period of no more than 30 days from the Acceptance Date, after which pricing may be subject to increases due to fluctuations in tariffs assessed to CCS on products imported from abroad. Customer understands, acknowledges and assumes full responsibility for any such price increase due to fluctuations in tariff charges incurred after 30 days from the Acceptance Date.

## WARRANTY

CCS warrants the system installation to be free of defects in workmanship and fit for the intended purpose for a period of 1-year parts and 1-year labor. This warranty does not cover equipment or system abuse, misuse including but not limited to:

- Operating outside of environmental, electrical, temperature or humidity specifications
- System alterations, not approved, nor performed by CCS or by a service facility other than those authorized by the manufacturer.
- Customer alterations, changes to and or modifications to system equipment. Restoration of system to original state will be billed on a time and materials basis.

After one-year parts and 1-year labor, any future service requirements will be billed on a time and materials basis unless a CCS Service Contract is in place. All new equipment, provided by CCS, includes the manufacturer's

warranty. CCS warrants that all AV equipment will be installed in accordance with the manufacturer's recommended environmental and electrical operating conditions and requirements. CCS systems are under warranty against defects in workmanship for a period of 1-year parts and 1-year labor from the date of system acceptance or substantial completion. Owner furnished equipment and products not purchased from CCS are not covered under warranty.

### **EXCLUSION**

CCS Service Level Agreements and Warranties do not cover equipment or system modifications, abuse, misuse including but not limited to:

- Operating outside of environmental, electrical, temperature or humidity specifications
- System alterations, not approved, nor performed by CCS or by a service facility other than those authorized by the manufacturer.
- Customer alterations, changes to and or modifications to system equipment. Restoration of system to original state will be billed on a time and materials basis.

### **AUTO-RENEWAL**

Except as otherwise agreed upon in writing, the initial term of this Agreement shall be one (1) year from the date of this Agreement (the "Initial Period"). This Agreement shall automatically renew each year for successive periods equal to the Initial Period (the "Successive Periods") unless either party gives notice to the other party of intent to terminate this Agreement in writing not less than thirty (30) days prior to the expiration of any Period (the "Notice"). Annual Agreement renewals are subject to rate increases equal to 1% of the total cost of the initial AV System.

### **CONTROL and or DIGITAL SIGNAL PROCESSOR (DSP) CODE**

CCS is not responsible for acquiring existing system Control and or DSP source code. If the current code is not available, cannot be recovered from the system or a previous AV Integrator, the source code will need to be rebuilt at the customer's expense. This process will delay the project schedule. CCS may assist the customer in their attempt to recover the code at our standard hourly labor rate.

### **INSTALLATION CANCELLATION / CREW CALL OFF / RESCHEDULE FEE**

- Once an Install date has been set, and the customer has been notified, if the customer cancels or reschedules less than 24 hours prior to said install date, a cancellation/rescheduling crew fee of the crews' loss time may be charged for each occurrence.
- If onsite and the crews are asked to leave due to customer reasons, a crew fee of the crews' loss time and trip charge may be charged for each occurrence.

### **PRODUCT RETURNS**

- Approval from a CCS Manager, and/or manufacturer, must be received before returns will be accepted.
- Custom items are not eligible for return. Custom specialty items to include but not limited to projection screens, furniture etc.
- Product must be undamaged, in the original packaging and has all accessories & paperwork.
- CCS customers will be charged a restock fee up to 25% and return shipping if it is the customer's decision to cancel or change an order once the product has been received.
- Credit will only be applied once CCS has received the return authorization from the vendor.

### **PAYMENT IS DUE UPON SUBSTANTIAL COMPLETION OF PROJECT. THE CUSTOMER MAY**

**ONLY HOLD UP TO 10% RETAINAGE FOR PUNCH LIST ITEMS:**

**ACCEPTANCE**

PINAL COUNTY FINANCE DEPARTMENT

**June 21, 2023**

SIGNED

DATE

**Jeff Serdy**

**Chairman, Pinal County Board of Supervisors**

PRINT NAME

TITLE


CCS PRESENTATION SYSTEMS - MESA

SIGNED

DATE

PRINT NAME

TITLE

	<b>Contract Amendment</b>		<b>Arizona Department of Administration</b> <b>State Procurement Office</b> <b>100 N. 15<sup>th</sup> Avenue, Suite 402</b> <b>Phoenix, AZ 85007</b>
	ADSP017-184594	Amendment Nine (9)	
	CTR030141	APP Amendment Seven (7)	

<b>CONTRACTOR:</b> Commercial Computer Services Inc 17350 N. Hartford Dr. Scottsdale, AZ 85255  <b>CONTACT:</b> Brandon Hall <b>PHONE:</b> (520) 318-0010 <b>EMAIL:</b> <a href="mailto:bhall@ccsprojects.com">bhall@ccsprojects.com</a>	<b>STATE AGENCY:</b> AZ Department of Administration (ADOA) State Procurement Office 100 N. 15 <sup>th</sup> Ave., Ste. 402 Phoenix, AZ 85007  <b>CONTACT:</b> Rana Schultz <b>PHONE:</b> (602) 542-2927 <b>EMAIL:</b> <a href="mailto:Rana.Schultz@azdoa.gov">Rana.Schultz@azdoa.gov</a>
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### AV Equipment and Services

Pursuant to Section 2-D: Uniform Terms and Conditions, Section 5.0 Contract Changes, 5.1 Amendments, of the above referenced contract, it is hereby amended as follow:

- 1) In accordance with Special Terms and Conditions, Section 3.2, Contract Extensions, the contract is hereby extended through July 30<sup>th</sup>, 2023.

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

**\* Please ensure all required Certificate Of Insurance are updated and submitted to the State Procurement Office.**

### 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.

Available online at  
[app.az.gov](http://app.az.gov)

Page | 1



## Purchase Requisition

**Req. Number****167352****Req. Date: 5/19/2023****Page: 1 of 1**

Department Contact:	Ship to:	Supplier:
MORALES, CAROL A Phone: 520 - 8589626 Branch Plant: PW-HUMAN RESOURCES-HURF Fund Source: PW-TRANSPORTATION EXCISE TAX	PUBLIC WORKS- ADMIN OFFICES 85 N. FLORENCE ST 2ND FLOOR  FLORENCE AZ 85132	ELLISON-MILLS CONSTRUCTION LLC 3152 N LEAR AVE STE 2 CASA GRANDE AZ 85122

Phone: -  
Fax: -

<b>Buyer: Maegan Queen, Buyer</b> <b>Phone: 520 - 866-6265</b> <b>Email: <a href="mailto:maegan.queen@pinal.gov">maegan.queen@pinal.gov</a></b>	<b>Requested Delivery Date: 5/19/2023</b> <b>Payment Terms: Net 30</b> <b>Shipping Terms: FOB Destination</b>
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The terms and conditions of the following contract apply to this Purchase Order:

**Contract Entity** Pima County  
**Contract Number** MA-PO-22-035  
**Contract Expiry** 9/30/2023

**Reference:**

S.O.W.: To provide improvements to Culvert Crossing at 17668 Overfiled, Batagallia Road Guard Rail, &amp; Pinal County Yard Driveway

Quote: 5/18/2023

Vendor Contact: Jason DeCarlo | 520-858-6160

Department Contact: Kenny White | 520-251-2350 | [kenneth.white@pinal.gov](mailto:kenneth.white@pinal.gov) | Cameron Lipetz | 520-866-6468 | [cameron.lipetz@pinal.gov](mailto:cameron.lipetz@pinal.gov)

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00		LS		Various AZ City Work	\$0.00	\$436,714.81

Total Order: \$436,714.81



## BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date:

*\* = Mandatory, information must be provided*

or Procurement Director Award: ☒

**\*Contractor/Vendor Name/Grantor (DBA):**

Achen-Gardner Construction, LLC; Borderland Construction Company, Inc.; Ellison-Mills Construction, LLC; Hunter Contracting Co.

**\*Project Title/Description:**

Job Order Master Agreement: Wastewater Conveyance System And Related Facilities Repair, Rehabilitation & Construction Services

**\*Purpose:**

Amendment of Award: Master Agreement No. MA-PO-22-035, Amendment No. Three (3). This amendment adds a Non-Disclosure Agreement for Sewerage System Protected Critical Infrastructure Information for each Contractor. Administering Department: Regional Wastewater and Reclamation.

This is an indefinite delivery/indefinite quantity job order master agreement. For projects estimated at less than \$200,000.00, the department may select a contractor based on availability, specialty or other such basis as the department may determine in its sole discretion. For those projects, pricing will be per the Contractor Unit Price Books. For projects estimated at \$200,000.00 or more, all contractors will be given the opportunity to compete on the basis of cost or cost and schedule through a request for quotation. No individual job order may exceed \$2,000,000.00.

**\*Procurement Method:**

Pursuant to Solicitation for Qualifications No. SFQ-PO-2100017, on 09/21/21, the Board of Supervisors awarded an agreement for these services in an annual shared award amount of \$18,000,000.00 for an agreement term from 10/01/21 to 09/30/22.

Amendment No. One (1) was approved by the Procurement Director, on 09/27/22, to extend the term of the agreement to 09/30/23, add the full annual shared award amount of \$18,000,000.00 for a cumulative not-to-exceed amount of \$36,000,000.00, replace the original Contractor Unit Price Books with revised Contractor Unit Price Books dated 09/30/22, and add the Forced Labor of Ethnic Uyghurs clause.

Amendment No. Two (2) was approved by the Board of Supervisors, on 03/21/23, to add a one-time increase of \$7,000,000.00 to the shared award amount for the remainder of this agreement term for a cumulative not-to-exceed amount of \$43,000,000.00 and increase the annual shared awarded amount for subsequent renewal terms by \$7,000,000.00 from \$18,000,000.00 to \$25,000,000.00.

This amendment is within the Procurement Director's authority.

Attachments: Amendment No. Three (3).

**\*Program Goals/Predicted Outcomes:**

This job order master agreement provides the Regional Wastewater Reclamation Department (RWRD) resources for construction-related repair, rehabilitation, re-construction, and emergency responses to critical components within the public sewer conveyance system.

**\*Public Benefit:**

The resources provided address critical issues derived from the Conveyance System Assessment Program per requirements from the Arizona Department of Environmental Quality (ADEQ) through compliance with the Capacity, Management, Operation & Maintenance (CMOM) plan. The Arizona Aquifer Protection Protection Permit (APP) established the CMOM requirements for Arizona. Through CMOM, RWRD is required to provide a system condition assessment of the entire conveyance system every ten (10) years. This assessment identifies structural and operational issues within the conveyance system. As structural deficiencies are discovered they are to be repaired or, at a minimum, identified and monitored until further degradation escalates to a point requiring repair. RWRD operates the assessment program based on National Association of Sewer Service Companies (NASSCO) standards for condition ratings, i.e.; 1 - being good through 5 - being imminent failure.

**\*Metrics Available to Measure Performance:**

Monthly review of the contractor progress schedule of ongoing job orders with each job order contractor. Maintenance of a job order management spreadsheet to track monthly and annual numbers of pipeline joint repairs, pipeline Cured in Place Pipe (CIPP) liner installation, manhole repairs, and miscellaneous job orders. Monthly review of invoicing status per job order.

**\*Retroactive:**

No

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

**Contract / Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount \$ \_\_\_\_\_\* ☐ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 22-035  
Amendment No.: 3 AMS Version No.: 4  
Commencement Date: 05/03/23 New Termination Date: \_\_\_\_\_  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☒ Expense ☐ Revenue ☒ Increase ☐ Decrease

Amount This Amendment: \$ 0.00

Is there revenue included? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer: Judy Cooper Digitally signed by Judy Cooper  
Date: 2023.05.02 13:49:44 -07'00'

Procurement Officer: Dawn Dargan Digitally signed by Dawn Dargan  
DN: cn=Dawn Dargan, o=Prima County, ou=Procurement,  
email=dawn.dargan@primgov.com, c=US  
Date: 2023.05.01 12:47:31 -07'00'

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer  
Date: 2023.05.02 15:33:40 -07'00' Telephone: 520-724-3727

Department Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Deputy County Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

County Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Pima County Regional Wastewater Reclamation Department

**Project:** Job Order Master Agreement: Wastewater Conveyance System and Related Facilities Repair, Rehabilitation & Construction Services

**Contractors:** Achen-Gardner Construction, LLC  
550 S 79<sup>th</sup> St.  
Chandler, AZ 85226

Borderland Construction Company, Inc.  
400 E 38<sup>th</sup> St.  
Tucson, AZ 85713

Ellison-Mills Construction, LLC  
3152 N Lear Ave  
Casa Grande, AZ 85122

Hunter Contracting Co.  
701 N Cooper Rd.  
Gilbert, AZ 85233

**Contract No.:** MA-PO-22-035

**Amendment No.:** Three (3)

<b>CONTRACT TERM:</b> 10/01/21 - 09/30/22	<b>ORIGINAL CONTRACT AMOUNT:</b>	\$	18,000,000.00
<b>TERMINATION PRIOR AMENDMENT:</b> 09/30/23	<b>PRIOR AMENDMENT(S):</b>	\$	25,000,000.00
<b>TERMINATION THIS AMENDMENT:</b> 09/30/23	<b>AMOUNT THIS AMENDMENT:</b>	\$	-
	<b>REVISED CONTRACT AMOUNT:</b>	\$	43,000,000.00

### MASTER AGREEMENT AMENDMENT

The Parties agree to amend the above-referenced contract as follows:

#### 1. Background and Purpose.

1.1. Background. On October 1, 2021, County and Contractors entered into the above referenced agreement to provide Job Order Master Agreement: Wastewater Conveyance System and Related Facilities Repair, Rehabilitation & Construction Services.

1.2. Purpose. County has a continuing need for job order contractors for these services. A Non-Disclosure Agreement for Sewerage System Protected Critical Infrastructure Information for each Contractor is being added to the agreement.

#### 2. Scope of Services.

Add Exhibit F – Non-Disclosure Agreement for Sewerage System Protected Critical Infrastructure Information (12 pages) after Exhibit E – Contractor Unit Price Books, Revised 09/30/22 (66 pages).

**Attach: Exhibit F – Non-Disclosure Agreement for Sewerage System Protected Critical Infrastructure Information (12 pages)**



All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the Parties.

**PIMA COUNTY**



Procurement Director

5/2/2023

Date

**CONTRACTOR**

Authorized Officer Signature

Printed Name and Title

Date

This contract template has been approved as to form by the Pima County Attorney's Office.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the Parties.

**PIMA COUNTY**

\_\_\_\_\_  
Procurement Director

\_\_\_\_\_  
Date

**CONTRACTOR**

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

Daniel J. Spitz

\_\_\_\_\_  
Printed Name and Title

5-03-2023

\_\_\_\_\_  
Date

This contract template has been approved as to form by the Pima County Attorney's Office.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the Parties.

**PIMA COUNTY**

\_\_\_\_\_  
Procurement Director

\_\_\_\_\_  
Date

**CONTRACTOR**

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

Steve Shepherd, President  
Printed Name and Title

5-1-2023  
Date

This contract template has been approved as to form by the Pima County Attorney's Office.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the Parties.

**PIMA COUNTY**

\_\_\_\_\_  
Procurement Director

\_\_\_\_\_  
Date

**CONTRACTOR**

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

Jason DeCarlo owner  
\_\_\_\_\_  
Printed Name and Title

5/1/23  
\_\_\_\_\_  
Date

This contract template has been approved as to form by the Pima County Attorney's Office.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the Parties.

**PIMA COUNTY**

\_\_\_\_\_  
Procurement Director

\_\_\_\_\_  
Date

**CONTRACTOR**

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

Chuck English, President  
\_\_\_\_\_  
Printed Name and Title

5/1/2023  
\_\_\_\_\_  
Date

This contract template has been approved as to form by the Pima County Attorney's Office.

**Exhibit F – Non-Disclosure Agreement for Sewerage System Protected  
Critical Infrastructure Information (12 pages)**

**NON-DISCLOSURE AGREEMENT**

**For**

**SEWERAGE SYSTEM PROTECTED CRITICAL INFRASTRUCTURE INFORMATION**

THIS NON-DISCLOSURE AGREEMENT (this “**Agreement**”), dated February 27, 2023 (the “**Effective Date**”), is made and entered into by and between the following parties (each, a “**Party**” or together, the “**Parties**”): (i) Achen-Gardner Construction, LLC (“**Entity**”), and (ii) Pima County, Arizona, a body politic and corporate (“**County**”).

1. This Agreement governs the Parties’ management of confidential and proprietary information related to the sharing of information about the location and attribute data of sewer manholes, pipes, and other sewer system assets.
2. Pima County’s sewer system is classified as “Critical Infrastructure” as defined in A.R.S. § 41-1801(1). Information related to security; building structure; chemical storage; computer network access and protocols; operational controls; piping and other buried assets are considered “Critical Infrastructure Information” as defined in A.R.S. § 41-1801(2).
3. Information will be provided to Entity through access to an internal, protected County GIS layer.


As used in this Agreement, the term “**Confidential Information**” means:

- a) Any information, including but not limited to any Critical Infrastructure Information, retrieved from the Pima County Geographic Information Systems (“**GIS**”) layer and associated geodatabase information which cannot be directly retrieved from the public-facing, County GIS layers published using PimaMaps software;
  - b) Any sewer asset (treatment and sewerage system) or maintenance information given to the Party or any of its affiliates through previous, current, or future contracts in order to perform work under contract with County;
  - c) Any other information related to any of the trade, business, finances, products or activities of a Party or any affiliate, customer, or client of a Party, that is confidential, secret, or of a proprietary nature; and
  - d) All communications related to the information provided through this agreement, whether furnished orally or by means of electronic transmission, mail, fax, or other method.
4. Except when authorized in writing by the other Party, or as otherwise expressly provided in this Agreement, each Party agrees that it will:
    - a) Not disclose, publish, or disseminate the Confidential and Proprietary Information of the other Party to anyone other than those of its employees with a need to know;
    - b) Take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination, of Confidential Information of another Party;
    - c) Not use Confidential and Information of another Party for its own or any third party’s benefit; and


- d) Not directly or indirectly use any Confidential Information of another Party for any purpose, except in connection with this agreement.
- 5. The obligations of Paragraph 3 do not apply to a Party's use and possession of Confidential Information that:
  - a) Is now, or becomes in the future, public knowledge other than through acts or omissions of the Party;
  - b) Is required to be disclosed by law; or
  - c) Is developed independently by the Party, without use of the Confidential Information.
- 6. A combination of individual items of Confidential Information remains confidential unless the combination itself falls within one of the above exceptions, even if the individual items that make up the combination are subject to one or more of the above-listed exceptions.
- 7. Upon a Party's written request, each of the other Parties will:
  - a) Return all the requesting Party's Confidential Information in such Party's possession and destroy all such Confidential Information that it possesses in electronic form.
  - b) Certify in a written, signed, document that it has done the above.
- 8. The parties acknowledge that the County is subject to the Arizona Public Records Law, A.R.S. §§ 39-121 through 39-128, and that the County may receive one or more public records requests to which all or part of the Confidential Information in the County's possession may be responsive. If the County receives such a public records request, the County will notify Entity of the request in writing. The County will be free to disclose to the requestor any responsive or arguably responsive Confidential Information, without liability to any Party under this Agreement or otherwise, unless Entity, within ten (10) days after the date of County's written notification, obtains an order from the Pima County Superior Court enjoining the County from disclosing the Confidential Information. Section 10 below does not apply to any such action. Each Party will perform under this Agreement without charge to any other Party. Nothing in this Agreement gives any Party—by implication, estoppel or otherwise—any right for any Party to make any commitment for or on behalf of any other Party.
- 9. Nothing in this Agreement creates any partnership, joint venture, or agency relationship among the Parties. Each Party has and retains sole and exclusive ownership of its Confidential Information, including ownership of all patents, copyrights and trade secrets, and nothing in this Agreement gives any Party a license or other rights in or to the Confidential Information of another Party.
- 10. Any breach of this Agreement may result in irreparable injury and monetary damages alone may not be an adequate remedy for that injury. The injured Party may, if it so elects, institute and prosecute proceedings in any court of competent jurisdiction, either in law or equity, against a breaching Party, to obtain damages for breach of this Agreement, enforce the specific performance of this Agreement, or restrain or enjoin the Party from violating this Agreement. The prevailing Party in any such action is entitled to recover from the other Party all costs and expenses including, without limitation, reasonable attorney's fees.
- 11. No change in this Agreement will be effective unless the change is mutually agreed upon, in writing, by all Parties.
- 12. This Agreement expresses the sole and entire agreement among the Parties as it pertains to Confidential Information and supersedes all prior discussions, representations, and understandings regarding that subject matter.

13. No Party may assign its obligations under this Agreement to anyone else. This Agreement benefits and is binding upon each Party and its successors, heirs, and legal representatives.
14. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
15. This Agreement will be interpreted in accordance with the laws of the State of Arizona. Any action brought to interpret or enforce this Agreement shall be commenced and maintained solely and exclusively in a court of competent jurisdiction in Pima County, Arizona.
16. This Agreement will be effective as of the Effective Date and will remain in force until five (5) years after the Effective Date.
17. This Agreement is subject to cancellation under A.R.S. § 38-511.

**Achen-Gardner Construction, LLC**

By:   
Name: Geoff Tucker  
Title: Area Manager

**Pima County, a body politic and corporate**

By:   
Name: Terri Spencer - PO  
Title: Procurement Director



**NON-DISCLOSURE AGREEMENT**  
**For**  
**SEWERAGE SYSTEM PROTECTED CRITICAL INFRASTRUCTURE INFORMATION**

THIS NON-DISCLOSURE AGREEMENT (this “**Agreement**”), dated February 20, 2023 (the “**Effective Date**”), is made and entered into by and between the following parties (each, a “**Party**” or together, the “**Parties**”): (i) Borderland Construction Company, Inc. (“**Entity**”), and (ii) Pima County, Arizona, a body politic and corporate (“**County**”).

1. This Agreement governs the Parties’ management of confidential and proprietary information related to the sharing of information about the location and attribute data of sewer manholes, pipes, and other sewer system assets.
2. Pima County’s sewer system is classified as “Critical Infrastructure” as defined in A.R.S. § 41-1801(1). Information related to security; building structure; chemical storage; computer network access and protocols; operational controls; piping and other buried assets are considered “Critical Infrastructure Information” as defined in A.R.S. § 41-1801(2).
3. Information will be provided to Entity through access to an internal, protected County GIS layer.

As used in this Agreement, the term “**Confidential Information**” means:

- a) Any information, including but not limited to any Critical Infrastructure Information, retrieved from the Pima County Geographic Information Systems (“**GIS**”) layer and associated geodatabase information which cannot be directly retrieved from the public-facing, County GIS layers published using PimaMaps software;
  - b) Any sewer asset (treatment and sewerage system) or maintenance information given to the Party or any of its affiliates through previous, current, or future contracts in order to perform work under contract with County;
  - c) Any other information related to any of the trade, business, finances, products or activities of a Party or any affiliate, customer, or client of a Party, that is confidential, secret, or of a proprietary nature; and
  - d) All communications related to the information provided through this agreement, whether furnished orally or by means of electronic transmission, mail, fax, or other method.
4. Except when authorized in writing by the other Party, or as otherwise expressly provided in this Agreement, each Party agrees that it will:
    - a) Not disclose, publish, or disseminate the Confidential and Proprietary Information of the other Party to anyone other than those of its employees with a need to know;
    - b) Take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination, of Confidential Information of another Party;
    - c) Not use Confidential and Information of another Party for its own or any third party’s benefit; and

- d) Not directly or indirectly use any Confidential Information of another Party for any purpose, except in connection with this agreement.
- 5. The obligations of Paragraph 3 do not apply to a Party's use and possession of Confidential Information that:
  - a) Is now, or becomes in the future, public knowledge other than through acts or omissions of the Party;
  - b) Is required to be disclosed by law; or
  - c) Is developed independently by the Party, without use of the Confidential Information.
- 6. A combination of individual items of Confidential Information remains confidential unless the combination itself falls within one of the above exceptions, even if the individual items that make up the combination are subject to one or more of the above-listed exceptions.
- 7. Upon a Party's written request, each of the other Parties will:
  - a) Return all the requesting Party's Confidential Information in such Party's possession and destroy all such Confidential Information that it possesses in electronic form.
  - b) Certify in a written, signed, document that it has done the above.
- 8. The parties acknowledge that the County is subject to the Arizona Public Records Law, A.R.S. §§ 39-121 through 39-128, and that the County may receive one or more public records requests to which all or part of the Confidential Information in the County's possession may be responsive. If the County receives such a public records request, the County will notify Entity of the request in writing. The County will be free to disclose to the requestor any responsive or arguably responsive Confidential Information, without liability to any Party under this Agreement or otherwise, unless Entity, within ten (10) days after the date of County's written notification, obtains an order from the Pima County Superior Court enjoining the County from disclosing the Confidential Information. Section 10 below does not apply to any such action. Each Party will perform under this Agreement without charge to any other Party. Nothing in this Agreement gives any Party—by implication, estoppel or otherwise—any right for any Party to make any commitment for or on behalf of any other Party.
- 9. Nothing in this Agreement creates any partnership, joint venture, or agency relationship among the Parties. Each Party has and retains sole and exclusive ownership of its Confidential Information, including ownership of all patents, copyrights and trade secrets, and nothing in this Agreement gives any Party a license or other rights in or to the Confidential Information of another Party.
- 10. Any breach of this Agreement may result in irreparable injury and monetary damages alone may not be an adequate remedy for that injury. The injured Party may, if it so elects, institute and prosecute proceedings in any court of competent jurisdiction, either in law or equity, against a breaching Party, to obtain damages for breach of this Agreement, enforce the specific performance of this Agreement, or restrain or enjoin the Party from violating this Agreement. The prevailing Party in any such action is entitled to recover from the other Party all costs and expenses including, without limitation, reasonable attorney's fees.
- 11. No change in this Agreement will be effective unless the change is mutually agreed upon, in writing, by all Parties.
- 12. This Agreement expresses the sole and entire agreement among the Parties as it pertains to Confidential Information and supersedes all prior discussions, representations, and understandings regarding that subject matter.

13. No Party may assign its obligations under this Agreement to anyone else. This Agreement benefits and is binding upon each Party and its successors, heirs, and legal representatives.
14. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
15. This Agreement will be interpreted in accordance with the laws of the State of Arizona. Any action brought to interpret or enforce this Agreement shall be commenced and maintained solely and exclusively in a court of competent jurisdiction in Pima County, Arizona.
16. This Agreement will be effective as of the Effective Date and will remain in force until five (5) years after the Effective Date.
17. This Agreement is subject to cancellation under A.R.S. § 38-511.

**Borderland Construction Company, Inc.**

By: AL Heimpel V.P.  
Name: AL HEIMPEL  
Title: VP

**Pima County, a body politic and corporate**

By: Terri Spencer  
Name: Terri Spencer - PO  
Title: Procurement Director



**NON-DISCLOSURE AGREEMENT**  
**For**  
**SEWERAGE SYSTEM PROTECTED CRITICAL INFRASTRUCTURE INFORMATION**

THIS NON-DISCLOSURE AGREEMENT (this “**Agreement**”), dated February 20, 2023 (the “**Effective Date**”), is made and entered into by and between the following parties (each, a “**Party**” or together, the “**Parties**”): (i) Ellison-Mills Construction, LLC (“**Entity**”), and (ii) Pima County, Arizona, a body politic and corporate (“**County**”).

1. This Agreement governs the Parties’ management of confidential and proprietary information related to the sharing of information about the location and attribute data of sewer manholes, pipes, and other sewer system assets.
2. Pima County’s sewer system is classified as “Critical Infrastructure” as defined in A.R.S. § 41-1801(1). Information related to security; building structure; chemical storage; computer network access and protocols; operational controls; piping and other buried assets are considered “Critical Infrastructure Information” as defined in A.R.S. § 41-1801(2).
3. Information will be provided to Entity through access to an internal, protected County GIS layer.

As used in this Agreement, the term “**Confidential Information**” means:

- a) Any information, including but not limited to any Critical Infrastructure Information, retrieved from the Pima County Geographic Information Systems (“**GIS**”) layer and associated geodatabase information which cannot be directly retrieved from the public-facing, County GIS layers published using PimaMaps software;
  - b) Any sewer asset (treatment and sewerage system) or maintenance information given to the Party or any of its affiliates through previous, current, or future contracts in order to perform work under contract with County;
  - c) Any other information related to any of the trade, business, finances, products or activities of a Party or any affiliate, customer, or client of a Party, that is confidential, secret, or of a proprietary nature; and
  - d) All communications related to the information provided through this agreement, whether furnished orally or by means of electronic transmission, mail, fax, or other method.
4. Except when authorized in writing by the other Party, or as otherwise expressly provided in this Agreement, each Party agrees that it will:
    - a) Not disclose, publish, or disseminate the Confidential and Proprietary Information of the other Party to anyone other than those of its employees with a need to know;
    - b) Take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination, of Confidential Information of another Party;
    - c) Not use Confidential and Information of another Party for its own or any third party’s benefit; and

- d) Not directly or indirectly use any Confidential Information of another Party for any purpose, except in connection with this agreement.
5. The obligations of Paragraph 3 do not apply to a Party's use and possession of Confidential Information that:
- a) Is now, or becomes in the future, public knowledge other than through acts or omissions of the Party;
  - b) Is required to be disclosed by law; or
  - c) Is developed independently by the Party, without use of the Confidential Information.
6. A combination of individual items of Confidential Information remains confidential unless the combination itself falls within one of the above exceptions, even if the individual items that make up the combination are subject to one or more of the above-listed exceptions.
7. Upon a Party's written request, each of the other Parties will:
- a) Return all the requesting Party's Confidential Information in such Party's possession and destroy all such Confidential Information that it possesses in electronic form.
  - b) Certify in a written, signed, document that it has done the above.
8. The parties acknowledge that the County is subject to the Arizona Public Records Law, A.R.S. §§ 39-121 through 39-128, and that the County may receive one or more public records requests to which all or part of the Confidential Information in the County's possession may be responsive. If the County receives such a public records request, the County will notify Entity of the request in writing. The County will be free to disclose to the requestor any responsive or arguably responsive Confidential Information, without liability to any Party under this Agreement or otherwise, unless Entity, within ten (10) days after the date of County's written notification, obtains an order from the Pima County Superior Court enjoining the County from disclosing the Confidential Information. Section 10 below does not apply to any such action. Each Party will perform under this Agreement without charge to any other Party. Nothing in this Agreement gives any Party—by implication, estoppel or otherwise—any right for any Party to make any commitment for or on behalf of any other Party.
9. Nothing in this Agreement creates any partnership, joint venture, or agency relationship among the Parties. Each Party has and retains sole and exclusive ownership of its Confidential Information, including ownership of all patents, copyrights and trade secrets, and nothing in this Agreement gives any Party a license or other rights in or to the Confidential Information of another Party.
10. Any breach of this Agreement may result in irreparable injury and monetary damages alone may not be an adequate remedy for that injury. The injured Party may, if it so elects, institute and prosecute proceedings in any court of competent jurisdiction, either in law or equity, against a breaching Party, to obtain damages for breach of this Agreement, enforce the specific performance of this Agreement, or restrain or enjoin the Party from violating this Agreement. The prevailing Party in any such action is entitled to recover from the other Party all costs and expenses including, without limitation, reasonable attorney's fees.
11. No change in this Agreement will be effective unless the change is mutually agreed upon, in writing, by all Parties.
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14. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
15. This Agreement will be interpreted in accordance with the laws of the State of Arizona. Any action brought to interpret or enforce this Agreement shall be commenced and maintained solely and exclusively in a court of competent jurisdiction in Pima County, Arizona.
16. This Agreement will be effective as of the Effective Date and will remain in force until five (5) years after the Effective Date.
17. This Agreement is subject to cancellation under A.R.S. § 38-511.

**Ellison-Mills Construction, LLC**

By:   
Name: Ryan Montijo  
Title: Senior Project Manager

**Pima County, a body politic and corporate**

By:   
Name: Terri Spencer - PO  
Title: Procurement Director



**NON-DISCLOSURE AGREEMENT**  
**For**  
**SEWERAGE SYSTEM PROTECTED CRITICAL INFRASTRUCTURE INFORMATION**

THIS NON-DISCLOSURE AGREEMENT (this “**Agreement**”), dated February 20, 2023 (the “**Effective Date**”), is made and entered into by and between the following parties (each, a “**Party**” or together, the “**Parties**”): (i) Hunter Contracting Co. (“**Entity**”), and (ii) Pima County, Arizona, a body politic and corporate (“**County**”).

1. This Agreement governs the Parties’ management of confidential and proprietary information related to the sharing of information about the location and attribute data of sewer manholes, pipes, and other sewer system assets.
2. Pima County’s sewer system is classified as “Critical Infrastructure” as defined in A.R.S. § 41-1801(1). Information related to security; building structure; chemical storage; computer network access and protocols; operational controls; piping and other buried assets are considered “Critical Infrastructure Information” as defined in A.R.S. § 41-1801(2).
3. Information will be provided to Entity through access to an internal, protected County GIS layer.

As used in this Agreement, the term “**Confidential Information**” means:

- a) Any information, including but not limited to any Critical Infrastructure Information, retrieved from the Pima County Geographic Information Systems (“**GIS**”) layer and associated geodatabase information which cannot be directly retrieved from the public-facing, County GIS layers published using PimaMaps software;
  - b) Any sewer asset (treatment and sewerage system) or maintenance information given to the Party or any of its affiliates through previous, current, or future contracts in order to perform work under contract with County;
  - c) Any other information related to any of the trade, business, finances, products or activities of a Party or any affiliate, customer, or client of a Party, that is confidential, secret, or of a proprietary nature; and
  - d) All communications related to the information provided through this agreement, whether furnished orally or by means of electronic transmission, mail, fax, or other method.
4. Except when authorized in writing by the other Party, or as otherwise expressly provided in this Agreement, each Party agrees that it will:
    - a) Not disclose, publish, or disseminate the Confidential and Proprietary Information of the other Party to anyone other than those of its employees with a need to know;
    - b) Take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination, of Confidential Information of another Party;
    - c) Not use Confidential and Information of another Party for its own or any third party’s benefit; and

- d) Not directly or indirectly use any Confidential Information of another Party for any purpose, except in connection with this agreement.
5. The obligations of Paragraph 3 do not apply to a Party's use and possession of Confidential Information that:
- a) Is now, or becomes in the future, public knowledge other than through acts or omissions of the Party;
  - b) Is required to be disclosed by law; or
  - c) Is developed independently by the Party, without use of the Confidential Information.
6. A combination of individual items of Confidential Information remains confidential unless the combination itself falls within one of the above exceptions, even if the individual items that make up the combination are subject to one or more of the above-listed exceptions.
7. Upon a Party's written request, each of the other Parties will:
- a) Return all the requesting Party's Confidential Information in such Party's possession and destroy all such Confidential Information that it possesses in electronic form.
  - b) Certify in a written, signed, document that it has done the above.
8. The parties acknowledge that the County is subject to the Arizona Public Records Law, A.R.S. §§ 39-121 through 39-128, and that the County may receive one or more public records requests to which all or part of the Confidential Information in the County's possession may be responsive. If the County receives such a public records request, the County will notify Entity of the request in writing. The County will be free to disclose to the requestor any responsive or arguably responsive Confidential Information, without liability to any Party under this Agreement or otherwise, unless Entity, within ten (10) days after the date of County's written notification, obtains an order from the Pima County Superior Court enjoining the County from disclosing the Confidential Information. Section 10 below does not apply to any such action. Each Party will perform under this Agreement without charge to any other Party. Nothing in this Agreement gives any Party—by implication, estoppel or otherwise—any right for any Party to make any commitment for or on behalf of any other Party.
9. Nothing in this Agreement creates any partnership, joint venture, or agency relationship among the Parties. Each Party has and retains sole and exclusive ownership of its Confidential Information, including ownership of all patents, copyrights and trade secrets, and nothing in this Agreement gives any Party a license or other rights in or to the Confidential Information of another Party.
10. Any breach of this Agreement may result in irreparable injury and monetary damages alone may not be an adequate remedy for that injury. The injured Party may, if it so elects, institute and prosecute proceedings in any court of competent jurisdiction, either in law or equity, against a breaching Party, to obtain damages for breach of this Agreement, enforce the specific performance of this Agreement, or restrain or enjoin the Party from violating this Agreement. The prevailing Party in any such action is entitled to recover from the other Party all costs and expenses including, without limitation, reasonable attorney's fees.
11. No change in this Agreement will be effective unless the change is mutually agreed upon, in writing, by all Parties.
12. This Agreement expresses the sole and entire agreement among the Parties as it pertains to Confidential Information and supersedes all prior discussions, representations, and understandings regarding that subject matter.




13. No Party may assign its obligations under this Agreement to anyone else. This Agreement benefits and is binding upon each Party and its successors, heirs, and legal representatives.
14. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
15. This Agreement will be interpreted in accordance with the laws of the State of Arizona. Any action brought to interpret or enforce this Agreement shall be commenced and maintained solely and exclusively in a court of competent jurisdiction in Pima County, Arizona.
16. This Agreement will be effective as of the Effective Date and will remain in force until five (5) years after the Effective Date.
17. This Agreement is subject to cancellation under A.R.S. § 38-511.

**Hunter Contracting Co.**

By: Guillermo Aguirre  
Name: Guillermo Aguirre  
Title: Project Manager

**Pima County, a body politic and corporate**

By:   
Name: Terri Spencer - PO  
Title: Procurement Director

**Exhibit F – Non-Disclosure Agreement for Sewerage System Protected  
Critical Infrastructure Information**

**Exhibit F – Non-Disclosure Agreement for Sewerage System Protected  
Critical Infrastructure Information (12 pages)**

**NON-DISCLOSURE AGREEMENT**  
**For**  
**SEWERAGE SYSTEM PROTECTED CRITICAL INFRASTRUCTURE INFORMATION**

THIS NON-DISCLOSURE AGREEMENT (this “**Agreement**”), dated February 27, 2023 (the “**Effective Date**”), is made and entered into by and between the following parties (each, a “**Party**” or together, the “**Parties**”): (i) Achen-Gardner Construction, LLC (“**Entity**”), and (ii) Pima County, Arizona, a body politic and corporate (“**County**”).

1. This Agreement governs the Parties’ management of confidential and proprietary information related to the sharing of information about the location and attribute data of sewer manholes, pipes, and other sewer system assets.
2. Pima County’s sewer system is classified as “Critical Infrastructure” as defined in A.R.S. § 41-1801(1). Information related to security; building structure; chemical storage; computer network access and protocols; operational controls; piping and other buried assets are considered “Critical Infrastructure Information” as defined in A.R.S. § 41-1801(2).
3. Information will be provided to Entity through access to an internal, protected County GIS layer.


As used in this Agreement, the term “**Confidential Information**” means:

- a) Any information, including but not limited to any Critical Infrastructure Information, retrieved from the Pima County Geographic Information Systems (“**GIS**”) layer and associated geodatabase information which cannot be directly retrieved from the public-facing, County GIS layers published using PimaMaps software;
  - b) Any sewer asset (treatment and sewerage system) or maintenance information given to the Party or any of its affiliates through previous, current, or future contracts in order to perform work under contract with County;
  - c) Any other information related to any of the trade, business, finances, products or activities of a Party or any affiliate, customer, or client of a Party, that is confidential, secret, or of a proprietary nature; and
  - d) All communications related to the information provided through this agreement, whether furnished orally or by means of electronic transmission, mail, fax, or other method.
4. Except when authorized in writing by the other Party, or as otherwise expressly provided in this Agreement, each Party agrees that it will:
    - a) Not disclose, publish, or disseminate the Confidential and Proprietary Information of the other Party to anyone other than those of its employees with a need to know;
    - b) Take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination, of Confidential Information of another Party;
    - c) Not use Confidential and Information of another Party for its own or any third party’s benefit; and


- d) Not directly or indirectly use any Confidential Information of another Party for any purpose, except in connection with this agreement.
- 5. The obligations of Paragraph 3 do not apply to a Party's use and possession of Confidential Information that:
  - a) Is now, or becomes in the future, public knowledge other than through acts or omissions of the Party;
  - b) Is required to be disclosed by law; or
  - c) Is developed independently by the Party, without use of the Confidential Information.
- 6. A combination of individual items of Confidential Information remains confidential unless the combination itself falls within one of the above exceptions, even if the individual items that make up the combination are subject to one or more of the above-listed exceptions.
- 7. Upon a Party's written request, each of the other Parties will:
  - a) Return all the requesting Party's Confidential Information in such Party's possession and destroy all such Confidential Information that it possesses in electronic form.
  - b) Certify in a written, signed, document that it has done the above.
- 8. The parties acknowledge that the County is subject to the Arizona Public Records Law, A.R.S. §§ 39-121 through 39-128, and that the County may receive one or more public records requests to which all or part of the Confidential Information in the County's possession may be responsive. If the County receives such a public records request, the County will notify Entity of the request in writing. The County will be free to disclose to the requestor any responsive or arguably responsive Confidential Information, without liability to any Party under this Agreement or otherwise, unless Entity, within ten (10) days after the date of County's written notification, obtains an order from the Pima County Superior Court enjoining the County from disclosing the Confidential Information. Section 10 below does not apply to any such action. Each Party will perform under this Agreement without charge to any other Party. Nothing in this Agreement gives any Party—by implication, estoppel or otherwise—any right for any Party to make any commitment for or on behalf of any other Party.
- 9. Nothing in this Agreement creates any partnership, joint venture, or agency relationship among the Parties. Each Party has and retains sole and exclusive ownership of its Confidential Information, including ownership of all patents, copyrights and trade secrets, and nothing in this Agreement gives any Party a license or other rights in or to the Confidential Information of another Party.
- 10. Any breach of this Agreement may result in irreparable injury and monetary damages alone may not be an adequate remedy for that injury. The injured Party may, if it so elects, institute and prosecute proceedings in any court of competent jurisdiction, either in law or equity, against a breaching Party, to obtain damages for breach of this Agreement, enforce the specific performance of this Agreement, or restrain or enjoin the Party from violating this Agreement. The prevailing Party in any such action is entitled to recover from the other Party all costs and expenses including, without limitation, reasonable attorney's fees.
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16. This Agreement will be effective as of the Effective Date and will remain in force until five (5) years after the Effective Date.
17. This Agreement is subject to cancellation under A.R.S. § 38-511.

**Achen-Gardner Construction, LLC**

By:   
Name: Geoff Tucker  
Title: Area Manager

**Pima County, a body politic and corporate**

By:   
Name: Terri Spencer - PO  
Title: Procurement Director

**NON-DISCLOSURE AGREEMENT**  
**For**  
**SEWERAGE SYSTEM PROTECTED CRITICAL INFRASTRUCTURE INFORMATION**

THIS NON-DISCLOSURE AGREEMENT (this “**Agreement**”), dated February 20, 2023 (the “**Effective Date**”), is made and entered into by and between the following parties (each, a “**Party**” or together, the “**Parties**”): (i) Borderland Construction Company, Inc. (“**Entity**”), and (ii) Pima County, Arizona, a body politic and corporate (“**County**”).

1. This Agreement governs the Parties’ management of confidential and proprietary information related to the sharing of information about the location and attribute data of sewer manholes, pipes, and other sewer system assets.
2. Pima County’s sewer system is classified as “Critical Infrastructure” as defined in A.R.S. § 41-1801(1). Information related to security; building structure; chemical storage; computer network access and protocols; operational controls; piping and other buried assets are considered “Critical Infrastructure Information” as defined in A.R.S. § 41-1801(2).
3. Information will be provided to Entity through access to an internal, protected County GIS layer.

As used in this Agreement, the term “**Confidential Information**” means:

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  - b) Any sewer asset (treatment and sewerage system) or maintenance information given to the Party or any of its affiliates through previous, current, or future contracts in order to perform work under contract with County;
  - c) Any other information related to any of the trade, business, finances, products or activities of a Party or any affiliate, customer, or client of a Party, that is confidential, secret, or of a proprietary nature; and
  - d) All communications related to the information provided through this agreement, whether furnished orally or by means of electronic transmission, mail, fax, or other method.
4. Except when authorized in writing by the other Party, or as otherwise expressly provided in this Agreement, each Party agrees that it will:
    - a) Not disclose, publish, or disseminate the Confidential and Proprietary Information of the other Party to anyone other than those of its employees with a need to know;
    - b) Take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination, of Confidential Information of another Party;
    - c) Not use Confidential and Information of another Party for its own or any third party’s benefit; and

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- 5. The obligations of Paragraph 3 do not apply to a Party's use and possession of Confidential Information that:
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- 7. Upon a Party's written request, each of the other Parties will:
  - a) Return all the requesting Party's Confidential Information in such Party's possession and destroy all such Confidential Information that it possesses in electronic form.
  - b) Certify in a written, signed, document that it has done the above.
- 8. The parties acknowledge that the County is subject to the Arizona Public Records Law, A.R.S. §§ 39-121 through 39-128, and that the County may receive one or more public records requests to which all or part of the Confidential Information in the County's possession may be responsive. If the County receives such a public records request, the County will notify Entity of the request in writing. The County will be free to disclose to the requestor any responsive or arguably responsive Confidential Information, without liability to any Party under this Agreement or otherwise, unless Entity, within ten (10) days after the date of County's written notification, obtains an order from the Pima County Superior Court enjoining the County from disclosing the Confidential Information. Section 10 below does not apply to any such action. Each Party will perform under this Agreement without charge to any other Party. Nothing in this Agreement gives any Party—by implication, estoppel or otherwise—any right for any Party to make any commitment for or on behalf of any other Party.
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16. This Agreement will be effective as of the Effective Date and will remain in force until five (5) years after the Effective Date.
17. This Agreement is subject to cancellation under A.R.S. § 38-511.

**Borderland Construction Company, Inc.**

By: AL Heimpel V.P.  
Name: AL HEIMPEL  
Title: VP

**Pima County, a body politic and corporate**

By: Terri Spencer  
Name: Terri Spencer - PO  
Title: Procurement Director

**NON-DISCLOSURE AGREEMENT**  
**For**  
**SEWERAGE SYSTEM PROTECTED CRITICAL INFRASTRUCTURE INFORMATION**

THIS NON-DISCLOSURE AGREEMENT (this “**Agreement**”), dated February 20, 2023 (the “**Effective Date**”), is made and entered into by and between the following parties (each, a “**Party**” or together, the “**Parties**”): (i) Ellison-Mills Construction, LLC (“**Entity**”), and (ii) Pima County, Arizona, a body politic and corporate (“**County**”).

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2. Pima County’s sewer system is classified as “Critical Infrastructure” as defined in A.R.S. § 41-1801(1). Information related to security; building structure; chemical storage; computer network access and protocols; operational controls; piping and other buried assets are considered “Critical Infrastructure Information” as defined in A.R.S. § 41-1801(2).
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  - b) Any sewer asset (treatment and sewerage system) or maintenance information given to the Party or any of its affiliates through previous, current, or future contracts in order to perform work under contract with County;
  - c) Any other information related to any of the trade, business, finances, products or activities of a Party or any affiliate, customer, or client of a Party, that is confidential, secret, or of a proprietary nature; and
  - d) All communications related to the information provided through this agreement, whether furnished orally or by means of electronic transmission, mail, fax, or other method.
4. Except when authorized in writing by the other Party, or as otherwise expressly provided in this Agreement, each Party agrees that it will:
    - a) Not disclose, publish, or disseminate the Confidential and Proprietary Information of the other Party to anyone other than those of its employees with a need to know;
    - b) Take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination, of Confidential Information of another Party;
    - c) Not use Confidential and Information of another Party for its own or any third party’s benefit; and




- d) Not directly or indirectly use any Confidential Information of another Party for any purpose, except in connection with this agreement.
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- 7. Upon a Party's written request, each of the other Parties will:
  - a) Return all the requesting Party's Confidential Information in such Party's possession and destroy all such Confidential Information that it possesses in electronic form.
  - b) Certify in a written, signed, document that it has done the above.
- 8. The parties acknowledge that the County is subject to the Arizona Public Records Law, A.R.S. §§ 39-121 through 39-128, and that the County may receive one or more public records requests to which all or part of the Confidential Information in the County's possession may be responsive. If the County receives such a public records request, the County will notify Entity of the request in writing. The County will be free to disclose to the requestor any responsive or arguably responsive Confidential Information, without liability to any Party under this Agreement or otherwise, unless Entity, within ten (10) days after the date of County's written notification, obtains an order from the Pima County Superior Court enjoining the County from disclosing the Confidential Information. Section 10 below does not apply to any such action. Each Party will perform under this Agreement without charge to any other Party. Nothing in this Agreement gives any Party—by implication, estoppel or otherwise—any right for any Party to make any commitment for or on behalf of any other Party.
- 9. Nothing in this Agreement creates any partnership, joint venture, or agency relationship among the Parties. Each Party has and retains sole and exclusive ownership of its Confidential Information, including ownership of all patents, copyrights and trade secrets, and nothing in this Agreement gives any Party a license or other rights in or to the Confidential Information of another Party.
- 10. Any breach of this Agreement may result in irreparable injury and monetary damages alone may not be an adequate remedy for that injury. The injured Party may, if it so elects, institute and prosecute proceedings in any court of competent jurisdiction, either in law or equity, against a breaching Party, to obtain damages for breach of this Agreement, enforce the specific performance of this Agreement, or restrain or enjoin the Party from violating this Agreement. The prevailing Party in any such action is entitled to recover from the other Party all costs and expenses including, without limitation, reasonable attorney's fees.
- 11. No change in this Agreement will be effective unless the change is mutually agreed upon, in writing, by all Parties.
- 12. This Agreement expresses the sole and entire agreement among the Parties as it pertains to Confidential Information and supersedes all prior discussions, representations, and understandings regarding that subject matter.

13. No Party may assign its obligations under this Agreement to anyone else. This Agreement benefits and is binding upon each Party and its successors, heirs, and legal representatives.
14. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
15. This Agreement will be interpreted in accordance with the laws of the State of Arizona. Any action brought to interpret or enforce this Agreement shall be commenced and maintained solely and exclusively in a court of competent jurisdiction in Pima County, Arizona.
16. This Agreement will be effective as of the Effective Date and will remain in force until five (5) years after the Effective Date.
17. This Agreement is subject to cancellation under A.R.S. § 38-511.

**Ellison-Mills Construction, LLC**

By:   
Name: Ryan Montijo  
Title: Senior Project Manager

**Pima County, a body politic and corporate**

By:   
Name: Terri Spencer - PO  
Title: Procurement Director

**NON-DISCLOSURE AGREEMENT**  
**For**  
**SEWERAGE SYSTEM PROTECTED CRITICAL INFRASTRUCTURE INFORMATION**

THIS NON-DISCLOSURE AGREEMENT (this “**Agreement**”), dated February 20, 2023 (the “**Effective Date**”), is made and entered into by and between the following parties (each, a “**Party**” or together, the “**Parties**”): (i) Hunter Contracting Co. (“**Entity**”), and (ii) Pima County, Arizona, a body politic and corporate (“**County**”).

1. This Agreement governs the Parties’ management of confidential and proprietary information related to the sharing of information about the location and attribute data of sewer manholes, pipes, and other sewer system assets.
2. Pima County’s sewer system is classified as “Critical Infrastructure” as defined in A.R.S. § 41-1801(1). Information related to security; building structure; chemical storage; computer network access and protocols; operational controls; piping and other buried assets are considered “Critical Infrastructure Information” as defined in A.R.S. § 41-1801(2).
3. Information will be provided to Entity through access to an internal, protected County GIS layer.

As used in this Agreement, the term “**Confidential Information**” means:

- a) Any information, including but not limited to any Critical Infrastructure Information, retrieved from the Pima County Geographic Information Systems (“**GIS**”) layer and associated geodatabase information which cannot be directly retrieved from the public-facing, County GIS layers published using PimaMaps software;
  - b) Any sewer asset (treatment and sewerage system) or maintenance information given to the Party or any of its affiliates through previous, current, or future contracts in order to perform work under contract with County;
  - c) Any other information related to any of the trade, business, finances, products or activities of a Party or any affiliate, customer, or client of a Party, that is confidential, secret, or of a proprietary nature; and
  - d) All communications related to the information provided through this agreement, whether furnished orally or by means of electronic transmission, mail, fax, or other method.
4. Except when authorized in writing by the other Party, or as otherwise expressly provided in this Agreement, each Party agrees that it will:
    - a) Not disclose, publish, or disseminate the Confidential and Proprietary Information of the other Party to anyone other than those of its employees with a need to know;
    - b) Take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination, of Confidential Information of another Party;
    - c) Not use Confidential and Information of another Party for its own or any third party’s benefit; and


- d) Not directly or indirectly use any Confidential Information of another Party for any purpose, except in connection with this agreement.
- 5. The obligations of Paragraph 3 do not apply to a Party's use and possession of Confidential Information that:
  - a) Is now, or becomes in the future, public knowledge other than through acts or omissions of the Party;
  - b) Is required to be disclosed by law; or
  - c) Is developed independently by the Party, without use of the Confidential Information.
- 6. A combination of individual items of Confidential Information remains confidential unless the combination itself falls within one of the above exceptions, even if the individual items that make up the combination are subject to one or more of the above-listed exceptions.
- 7. Upon a Party's written request, each of the other Parties will:
  - a) Return all the requesting Party's Confidential Information in such Party's possession and destroy all such Confidential Information that it possesses in electronic form.
  - b) Certify in a written, signed, document that it has done the above.
- 8. The parties acknowledge that the County is subject to the Arizona Public Records Law, A.R.S. §§ 39-121 through 39-128, and that the County may receive one or more public records requests to which all or part of the Confidential Information in the County's possession may be responsive. If the County receives such a public records request, the County will notify Entity of the request in writing. The County will be free to disclose to the requestor any responsive or arguably responsive Confidential Information, without liability to any Party under this Agreement or otherwise, unless Entity, within ten (10) days after the date of County's written notification, obtains an order from the Pima County Superior Court enjoining the County from disclosing the Confidential Information. Section 10 below does not apply to any such action. Each Party will perform under this Agreement without charge to any other Party. Nothing in this Agreement gives any Party—by implication, estoppel or otherwise—any right for any Party to make any commitment for or on behalf of any other Party.
- 9. Nothing in this Agreement creates any partnership, joint venture, or agency relationship among the Parties. Each Party has and retains sole and exclusive ownership of its Confidential Information, including ownership of all patents, copyrights and trade secrets, and nothing in this Agreement gives any Party a license or other rights in or to the Confidential Information of another Party.
- 10. Any breach of this Agreement may result in irreparable injury and monetary damages alone may not be an adequate remedy for that injury. The injured Party may, if it so elects, institute and prosecute proceedings in any court of competent jurisdiction, either in law or equity, against a breaching Party, to obtain damages for breach of this Agreement, enforce the specific performance of this Agreement, or restrain or enjoin the Party from violating this Agreement. The prevailing Party in any such action is entitled to recover from the other Party all costs and expenses including, without limitation, reasonable attorney's fees.
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**Hunter Contracting Co.**

By: Guillermo Aguirre  
Name: Guillermo Aguirre  
Title: Project Manager

**Pima County, a body politic and corporate**

By:   
Name: Terri Spencer - PO  
Title: Procurement Director

**Exhibit F – Non-Disclosure Agreement for Sewerage System Protected  
Critical Infrastructure Information**