



PINAL COUNTY
WIDE OPEN OPPORTUNITY

PURCHASING DIVISION REPORT

November 15, 2023

CONTRACT AWARD RECOMMENDATION:

The Board is requested to approve the following contract award:

1. RFP 232735 – Pinal County Sheriff’s Office CAD-RMS-JMS Software - Recommend Motorola Solutions, Inc. be awarded a contract beginning November 15, 2023 through November 14, 2025 with ten (10) additional years of hardware and software support and maintenance. This contract will be used by the Pinal County Sheriff’s Office.

CONTRACT AMENDMENTS:

The Board is requested to approve the following contract amendments:

1. RFP 190624 – Electronic Poll Books - Recommended approval of Amendment No. 4 to exercise the optional extension period from November 20, 2023 through November 19, 2024 with KNOWiNK, LLC. There are no optional extensions remaining. This contract is used by the Elections Department.
2. RFP 208226 – Immigration Resource Attorney Services - Recommended approval of Amendment No. 2 to exercise the optional extension period through June 30, 2024 with the following suppliers:

Ballecer and Seagal LLP
The Neufeld Law Firm PLC

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

3. RFP 223826 – Casa Grande Residential Refuse Service - Recommended approval of Amendment No. 2 to exercise the optional extension period from November 30, 2023 through November 29, 2024 with Universal Waste System. There are two (2) optional extensions remaining. This contract is used by the Housing Department.

COOPERATIVE PURCHASING AGREEMENT PROCUREMENT \$100,000 - \$250,000:

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

PO NO.: 250797
SUPPLIER: Velocity Truck Centers – Freightliner of Arizona
AMOUNT: \$239,921.41
ITEM(S): 2024 Western Star 47X Truck
DEPARTMENT(S): Development Services - Public Works Division



To: Pinal County Board of Supervisors
From: Lorina Gillette, Procurement Officer
Date: November 15, 2023
Re: Contract Award of RFP #232735 Pinal County Sheriff's Office CAD-RMS-JMS Software

Background

Request for Proposal 232735 was published to solicit proposals from qualified suppliers to provide a new CAD-JMS-RMS Software system for the Pinal County Sheriff's Office.

Selection Process

Four proposals were received and opened on March 15, 2023, at 2:05 p.m. All four proposals were deemed responsive and responsible and were evaluated by a seven-person committee. Proposals were scored on Capacity of the Responder, Cost, Method of Approach, Functional Requirements Workbooks, Conformance to Terms and Conditions, and Statement of Work and Cost. The top two highest scoring Responders were asked to conduct multiday demonstrations of their systems. Demonstrations were scored by the evaluation committee. A summary of the evaluation scores for each Responder is included in the attached Evaluation and Award Determination.

Responders:

Central Square Technologies, LLC
Intergraph Corporation
Motorola Solutions, Inc.
Tyler Technologies

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 232735 Pinal County Sheriff's Office CAD-RMS-JMS Software to Motorola Solutions, Inc. The term of the proposed contract is an initial two (2) year term beginning November 15, 2023 through November 14, 2025 with ten additional years of hardware and software support and maintenance. The estimated cost to the County for implementation of the system is \$2,593,845.00.

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

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

Leo Lew
County Manager



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Himanshu Patel
Deputy County Manager

Angeline Woods
Office of Budget & Finance Director

MaryEllen Sheppard
Deputy County Manager

Respectfully submitted,

Lorina Gillette

Lorina Gillette, CPPB
Procurement Officer
(520) 866-6262
Lorina.Gillette@pinal.gov

Attachment: Evaluation and Award Determination



November 15, 2023

RFP 232735 Pinal County Sheriff's Office CAD-RMS-JMS Software
Evaluation and Award Determination

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

Score Tabulation

Supplier	Total / 1,400.00 pts	Vendor Capacity / 200 pts	Method of Approach / 250 pts	Functional Requirements Workbooks / 275 pts	Cost / 175 pts	Conformance / 100 pts	Finalist(s) Evaluation / 400 pts
Motorola Solutions, Inc.	1,130.14	160	188	220	175	10	377.14
Tyler Technologies	918.79	160	192.14	212	160.36	0	194.29
CentralSquare Technologies, LLC	665.59	120	126	223	166.59	30	-
Intergraph Corporation	614.43	80	137	226	171.43	0	-

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

Lorina Gillette, CPPB
Procurement Officer
(520) 866-6262
Lorina.Gillette@pinal.gov

**Contract 232735RFP
Pinal County Sheriff's Office
CAD-RMS-JMS Software Replacement**

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 Motorola Solutions, Inc. ("Motorola"), (Contractor), whose primary address is 500 W. Monroe Street, Suite 4400, Chicago, IL 60661.

1. **CONTRACT TERM.** The resultant contract term will commence upon contract execution, and will continue for two (2) years unless canceled, terminated, renewed, or permissibly extended. The County, at its sole discretion, has no obligation to extend or renew the contract past the initial term of the underlying contract. Additionally, the County may at its discretion terminate/revoke the contract should the Contractor fail to comply with the terms of this agreement.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of ten (10) 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.**

Firm-Fixed Unit Price. The unit prices are the amounts scheduled in the requested Pricing Document for complete, delivered, discrete items, including installation if applicable and so stated, each of which will be Contractor's complete and total compensation for carrying out each item covered by each unit price at the item level; and will not be subject to any adjustment on the basis of Contractor's cost experience in performing under the contract.

NOTE: An "item" as contemplated in this paragraph could be a single, functional, and usable thing as sold, or a component of an assembly yet to be built, or a complete assembly.

4. **PRICING**

4.1 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 are a part of, are deemed to be understood by Contractor to be 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.

4.2 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.

4.3 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, that was not foreseeable, 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 during 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. Change calculation shall be based on a CPI percentage change calculation using the US Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to request an increase to all future maintenance prices by the CPI increase amount exceeding 5%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (<http://www.bls.gov>) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 3% (8%-5% base). 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.

4.4 Delivery.

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

4.5 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.

4.6 Travel.

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

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

5. INVOICING AND PAYMENTS.

5.1 Invoices.

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

- a. Company name, address and contact
- b. County bill-to name and contact information
- c. Contract Number
- d. County purchase order number
- e. Invoice number and date
- f. Payment terms
- g. Itemized service price as outlined in the Pricing Response Form
- h. Sales tax (if applicable)
- i. Total Amount Due

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

financeinvoices@pinal.gov

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

5.2 Milestones and Retainage. The following table identifies milestone events, deliverables, payment percentages:

Milestone Event	Payment Percentage
Due at Contract Execution	20%
Due upon completion of Contract Design Review	5%
Due upon completion of Provisioning	15%
Due upon delivery of system hardware and application of software	20%
Due upon completion of Interface & Queries	10%
Due upon completion of Legacy Data Conversion	10%
Due upon completion of Training	5%

Due at Go Live	10%
Due at System Acceptance	5%

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 written approval.
- d. Materials or services that are the subject of a contract amendment or change order that has not been fully executed.

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 time period will result in the rejection of said invoice(s) and non-payment.

5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a compliant 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 compliant invoice.

5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or a court order from a competent jurisdiction, the County will only make payment to Contractor under its federal tax identifier as indicated on the Contractor's 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 said 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 the 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 its right or discretion described herein. The County will pay to the Contractor all payment due for equipment delivered and services rendered up to the effective date of termination.

6. **ARIZONA LAW.** This Contract shall be governed by the laws of the State of Arizona and the Pinal County Superior Court in Florence, Arizona shall have exclusive jurisdiction to hear all matters and/or disputes pertaining to this Contract.

7. **IMPLIED LAW.** Each provision of law and any terms required by law to be in this contract shall be deemed to be an intergrated 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, except each Addendum will control with respect to conflicting terms in the MCA or the Pinal County Contract, but only as applicable to the Products and Services described in such Addendum. 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 and except when the terms pertain solely to a specific Product, in which case the applicable Addendum will control. 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 found 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, nor will it be deemed to be, a waiver of said term or condition or a bar to, or diminishment of rights of, enforcement of any term or condition in the Contract

14. **CONTRACT ADMINISTRATION AND OPERATION.**

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

County	Contractor
Name: Lorina Gillette	Name:
Address: PO Box 1348 Florence, AZ 85132	Address: See Exhibit C, Supplier Contact Information sheet
Title: Procurement Officer	Title:
Email: Purchasing@Pinal.gov	Email:

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 and non-binding upon the County. 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 and non-binding.

14.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each of its Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of A.R.S. § 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 request, the choice of which being at the County’s sole 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. The Contractor and/or Subcontractor shall produce the requested records within the prescribed statutory timeframe or within fourteen (14) days which ever is longer.

- 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 and after reasonable notice 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 in the future. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those items.
- 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. In the case that materials are accepted and then later deemed to not conform to the acceptance criteria of the contract the Contractor shall provide either a credit for the non-conforming materials or provide conforming materials at no additional cost to the County within a reasonable timeframe.
 - 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 Proprietary Rights; Data; Feedback.

- a. Rights in Work Product Data Definitions. The following terms will have the stated meanings: “Customer Contact Data” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “Service Use Data: means data generated by Customer’s use of the Products and Services or by Motorola’s support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; “Customer Data” means data, information, and content, including images, text, videos, documents, audio telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; “Third-Party Data” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products and Services; “Motorola Data” means data owned or licensed by Motorola; “Feedback” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products and Services; and “Process” or “Processing” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- b. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de- compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, “Motorola Materials”). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title, and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- c. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in Section 14.7 d – Processing Customer Data below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to section 14.7 e – Sub-processors.
- d. Processing Customer Data.
- (1) Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, preproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer’s complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer’s instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.
- (2) Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer’s collection, creation, and use of the Customer Data (including in connection with Motorola’s Products and Services), and Motorola’s use of such Customer Data in accordance with this Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer’s responsibility to obtain all required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola’s use) of the Customer Data as described in the Agreement.
- (3) Sub-Processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations in accordance with Section 14.11 of the Contract.
- e. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. In the event of cancellation by either party or expiration all County data shall be returned to County free of charge and in a useable format as determined by County within sixty (60) days notice of cancellation. Motorola will have no obligation to retain such Customer Data beyond expiration or

termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

- f. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

- g. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

- h. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or

payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

- i. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola.

- 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 Contractor, 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 for 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 permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).
- 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. Neither Party shall assign in whole its rights or delegate in whole its duties under the contract without the other Party’s prior written consent, which will not be unreasonably withheld.. 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 requirements for this contract and in no way limit the indemnity covenants contained in this contract. The County in no way warrants that the 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. Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability those stated below.
- (1) Commercial General Liability (CGL). Commercial General Liability Insurance and, if necessary, Commercial Umbrella insurance with a limit of \$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 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.

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 sole proprietor waiver form.

(5) Public Health Information Liability. Contractor shall obtain no later than one (1) month from Effective Date of this Agreement and maintain during the term of this Agreement liability insurance covering claims based on a violation of the Privacy Rule or any applicable law or regulation concerning the privacy of a patient information and claims based on its obligations pursuant to this Section in an amount not less than \$ 1,000,000 per claim. Such insurance shall be in the form of occurrence-based coverage..

(6) Technology or Cyber Liability/Errors and Omissions Liability. Technology or Cyber Liability insurance with a limit of \$2,000,000 per claim and \$5,000,000 aggregate for On-Premises solution technology OR a limit of \$5,000,000 per claim and \$10,000,000 aggregate for Cloud solution technology/combination of Cloud + On-Premises technology. Insurance shall include coverage for cloud computing and mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of service, unauthorized access and use, as well as introduction, implantation or spread of malicious software code. Policy must cover but not be limited to third party claims, crisis management, identity theft response costs, and cyber extortion. Policy must cover errors and omissions and negligent act in the delivery of products, services and/or licensed programs for those services as defined in the Scope of Services of this contract.

b. Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:

(1) The Contractor’s policies, as applicable shall be primary and non contributory 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, 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 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 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 at the earliest possibility. 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 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 by both parties.

16.3 Basic Indemnification. To the fullest extent permitted by law, both parties shall defend, indemnify, and hold one another harmless 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 an indemnitor;
- b. Arise out of or are recovered under workers' compensation laws; and/or

Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the

claim arises from Customer's negligence or willful misconduct. Motorola's duties under this Section 7.1 – General Indemnity are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

- c. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the negligent, 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 Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "Infringing Product") directly infringes on a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this Section 16.4 – Intellectual Property Infringement are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- a. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
 - b. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) A Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payment due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
 - c. This section 16.4 Intellectual Property Infringement provides the Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in Section 16.6 Limitation of Liability below.

- 16.5 Customer Indemnity. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-

party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

16.6 Limitation of Liability.

- a. Disclaimer of Consequential Damages. Except for personal injury or death, Motorola, its affiliates, and its and their respective officers, directors, employees, subcontractors, agents, successors, and assigns (collectively, the "Motorola Parties") will not be liable in connection with this Agreement (whether under Motorola's indemnity obligations, a cause of action for breach of contract, under tort theory, or otherwise) for any indirect, incidental, special, exemplary, punitive, or consequential damages or damages for lost profits or revenues, even if Motorola has been advised by Customer or any third party of the possibility of such damages or losses and whether or not such damages or losses are foreseeable
- b. Direct Damages. Except for personal injury or death, the total aggregate liability of the Motorola parties, whether based on a claim in contract or in tort, law or equity, relating to or arising out of the Agreement will not exceed the fees set forth in the Ordering Document under which the claim arose, Notwithstanding the foregoing, for any subscription software or for any recurring services, the Motorola Parties' total liability for all claims related to such product or recurring services in the aggregate will not exceed the total fees paid for such subscription software or recurring service, as applicable, during the consecutive twelve (12) month period immediately preceding the event from which the first claim arose,
- c. Additional Exclusions. Notwithstanding any other provision of this agreement, Motorola will have no liability for damages arising out of (a) customer data, including its transmission to Motorola, or any other data available through the products or services; (b) customer-provided equipment, non-Motorola content, the sites, or third-party equipment, hardware, software, data or other third-party materials, or the combination of products and services with any of the foregoing; (c) loss of data or hacking, ransomware, or other third-party attacks or demands (d) modification of products or services by any person other than Motorola; (e) recommendations provided in connection with or by the products and services; (f) data recovery services or database modifications; or (g) customer's or any authorized user's breach of this Agreement or misuse of the products or services.

16.7 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.

16.8 Force Majeure.

- a. **Relief From Performance.** Except for payment of sums due, 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.

16.9 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 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 17.3 Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.
- 17.4 Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Contract or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially responsible efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.
- 17.5 Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 17.6 Warranty Disclaimer. Except for the express and pass through warranties in this agreement, products and services purchased hereunder are provided "as is" and with all faults. Warranties set forth in the agreement are the complete warranties for the products and services and Motorola disclaims all other warranties or conditions express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, and quality. Motorola does not represent or warrant that use of the products and services will be uninterrupted, error-free, or free of security vulnerabilities, or that they will meet Customer's particular requirements.
- 17.7 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>

- 17.8 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.
- 17.9 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.
- 17.10 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.
- 17.11 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. [Either party may terminate the contract, in whole or in part, and without penalty or recourse on either party's part other than as expressly stated in the contract. If either Party is terminating the contract, the other Party must provide a minimum of 30 days written notice to County of termination. Upon receipt of written termination notice by one Party or after a minimum of 30 days' notice received by the other Party, the Party 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 Party. 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. Both parties 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 and all requirement(s), term(s), or condition(s) 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 meeting applicable milestones; 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.

Default by a Party. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

Failure to Cure. If a defaulting Party fails to cure the default as provided above in this Section, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

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

Motorola Solutions, Inc.
500 W. Monroe Street
Chicago, IL 60661

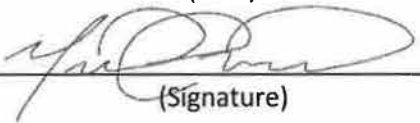
BY: Jeff Serdy
(Name)

BY: Micah Applewhite
(Name)

Chairman of the Board, Pinal County Board of Supervisors
(Title)

VP MSSSI & Director Software Sales
(Title)

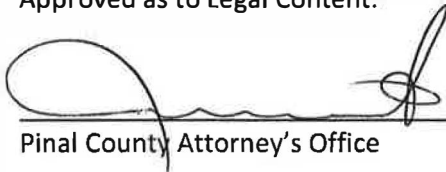
(Signature)


(Signature)

DATE: November 15, 2023

DATE: October 30, 2023

Approved as to Legal Content:


Pinal County Attorney's Office

11/1/2023
(Date)

Exhibit A
Scope of Work

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

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

Exhibit C
Responder's Proposal

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.

Leo Lew
County Manager



Himanshu Patel
Deputy County Manager

Angeline Woods
Office of Budget & Finance Director

PINAL COUNTY
WIDE OPEN OPPORTUNITY

MaryEllen Sheppard
Deputy County Manager

To: Pinal County Board of Supervisors

From: Bobby Tolliver, Procurement Officer

Date: November 15, 2023

Re: Contract Amendment for RFP #190624 Electronic Poll Books

It is requested the Board approve a contract term extension with KNOWiNK, LLC who provide electronic poll books for the Elections Department.

The County has spent \$30,000.00 on this contract in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on November 19, 2023. The new term, if approved, will begin on November 20, 2023, and will continue through November 19, 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,

Bobby Tolliver

Bobby Tolliver
Procurement Officer
(520) 866-6011
Bobby.Tolliver@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: #190624
Amendment #4
Procurement Officer: Bobby Tolliver
Bobby.Tolliver@pinal.gov

Electronic Poll Books

Contractor Name: KNOWiNK, LLC

Pursuant to Section 3 (Contract Extension) and Section 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. The term of this Contract is hereby extended to November 19, 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

November 15, 2023

Date

Leo Lew
County Manager



Himanshu Patel
Deputy County Manager

Angeline Woods
Office of Budget & Finance Director

PINAL COUNTY
WIDE OPEN OPPORTUNITY

MaryEllen Sheppard
Deputy County Manager

To: Pinal County Board of Supervisors

From: Kristen Grieco, Procurement Officer

Date: November 15, 2023

Re: Contract Amendment for RFP #208226 Immigration Resource Attorney Services

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

Ballecer and Seagal LLP
The Neufeld Law Firm PLC

The County has spent approximately \$100,000 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 remain.

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

Respectfully submitted,

Kristen Grieco

Kristen Grieco
Procurement Officer
(520) 866-6639
Kristen.Grieco@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 208226
Amendment #2
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Immigration Resource Attorney Services

Contractor Name: Ballecer and Segal LLP

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.

<u>X</u>	<u>X</u> November 15, 2023
Jeff Serdy, Chairman	Date
Pinal County Board of Supervisors	



Contract Amendment

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

Contract 208226
Amendment #2
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Immigration Resource Attorney Services

Contractor Name: The Neufeld Law Firm 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.

X

Jeff Serdy, Chairman
Pinal County Board of Supervisors

X November 15, 2023

Date

Leo Lew
County Manager



Himanshu Patel
Deputy County Manager

Angeline Woods
Office of Budget & Finance Director

PINAL COUNTY
WIDE OPEN OPPORTUNITY

MaryEllen Sheppard
Deputy County Manager

To: Pinal County Board of Supervisors

From: Bobby Tolliver, Procurement Officer

Date: November 15, 2023

Re: Contract Amendment for RFP #223826 Casa Grande Residential Refuse Service

It is requested the Board approve a contract term extension with Universal Waste Systems, Inc. who provide refuse services for the Housing Department.

The County has spent \$16,000.00 on this contract in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on November 29, 2023. The new term, if approved, will begin on November 30, 2023, and will continue through November 29, 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,

Bobby Tolliver

Bobby Tolliver
Procurement Officer
(520) 866-6011
Bobby.Tolliver@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: #223826
Amendment #2
Procurement Officer: Bobby Tolliver
Bobby.Tolliver@pinal.gov

Casa Grande Residential Refuse Service

Contractor Name: Universal Waste Systems, Inc.

Pursuant to Section 3 (Contract Extension) and Section 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. The term of this Contract is hereby extended to November 29, 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

November 15, 2023

Date



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Order

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

PO Number
250797
This number must appear on all documents pertaining to this order.

PO Date: 11/2/2023
Page: 1 of 1

Mail Invoice to: Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132 Or email invoice to: FinanceInvoices@pinal.gov	Ship to: *** See Ship To Address Below	Supplier: VELOCITY TRUCK CENTERS 1230 SOUTH AKIMEL LANE CHANDLER AZ 85226 Phone: 480 - 282-4000 PHO Fax: - Confirming to:
Buyer: Ann Synodis, Buyer Phone: 520 - 866-6008 Email: Ann.Synodis@pinal.gov	Requested Delivery Date: 11/10/2023 Payment Terms: Net 30 Shipping Terms: FOB Destination	

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

Contract Entity State of Arizona
Contract Number CTR041810
Contract Expiry 1/17/2024

Reference: Quote: DE-04885

Delivery: San Tan Maintenance Yard 3535 E. Hunt Hwy, San Tan Valley, AZ 85143

Department Contact: Jim Stalter (520) 866-7037 jim.stalter@pinal.gov | Finance: Sylvia Mondejar (520) 866-6564 sylvia.mondejar@pinal.gov | Fleet: Jeremy Stalter (520) 866-7927 jeremy.stalter@pinal.gov

PO emailed to: Cory Thompson cthompson@vvgtruck.com

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS		New 2024 Western Star 47X	\$0.00	\$221,511.00
2		LS		Sales Tax	\$0.00	\$18,410.41

Total Order : \$239,921.41

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



Freightliner of Arizona, LLC

9899 W. Roosevelt St.
Tolleson AZ, 85353
Phone: (623) 907-9900

Buyers Order

DE-04885
10/04/2023

Contact: Cory Thompson - Mobile: - Email: cthompson@vvgtruck.com

Bill To: 132190
PINAL COUNTY FLEET MAINT(SERVICE ONLY)
900 S PINAL PKWY
FLORENCE AZ 85232
Phone: (520) 866-7037 FAX: (520) 866-6944
angelica.fuentes@pinalcountyyaz.gov

Ship To:
PINAL COUNTY FLEET MAINT(SERVICE ONLY)
900 S PINAL PKWY
FLORENCE AZ 85232

Stock#:	New 2024 WESTERN STAR 47X	Price:	\$221,511.00
VIN:		Unit Price:	\$221,511.00
		Total	\$221,511.00
		State Sales Tax	\$18,410.41
		Total Vehicle Sale Price	\$239,921.41
		Total Deposit :	
		Net Total	\$239,921.41

Lienholder: None.

- C/O AZ STATE CONTRACT #CTR041810
- QUOTE INCLUDES 4200 WATER TANK INSTALL
- FET TIRE CREDIT OF \$254

***** PRICING IS SUBJECT TO CHANGE DUE TO SUPPLY CHAIN AND PRODUCTION ISSUES. *****

Legal title to the described vehicle(s) does not pass to purchaser until such time as title to any trade-in is proven to the satisfaction of FREIGHTLINER OF ARIZONA LLC to be unencumbered and purchaser's check or draft, if any, has been verified and cleared. This is to certify that this is a true and correct Bill of Sale.

Dealer: Freightliner of Arizona, LLC
(Printed)

Customer: Pinal County Board of Supervisors, Chairman of the Board
(Printed)

By: _____
(Signature)

By: _____
(Signature)

Date

November 15, 2023
Date

SWORN to and SUBSCRIBED before me this _____ day of _____, _____ . Notary Public: _____



QUOTATION

Quote Number: MAM090123-1

Quote Date: Sep 1, 2023

Page: 1

Voice: 602-272-2298
 Fax: 602-269-5021

Quoted To:
VELOCITY TRUCK CENTER PHOENIX 9899 W. ROOSEVELT STREET TOLLESON, AZ 85353 TIM NOEDING 623-907-9900

Customer ID	Good Thru	Payment Terms	Sales Rep
VELOCITY TRUCK CENTE	10/1/23	C.O.D.	MIKE MADDUX

Quantity	Description	Unit Price	Amount
1.00	NEW 2024 WESTERN STAR 4700X CHASSIS. CHASSIS VIN#UP2506-UP2507-UP2508 CHASSIS MILEAGE: BODY S/N TBD CUMMINS L9 330 HP DIESEL ENGINE WITH COMPRESSION BRAKE ALLISON 3500 RDS AUTOMATIC TRANSMISSION. 20 K FRONT AXLE 46K REAR AXLE WITH 46K HENDRICKSON HAULMAXX SUSPENSION 6.14 REAR RATIO DIFFERENTIAL LOCKS. 70 GALLON ALUM DIESEL TANK 8 GALLON DEF TANK. STAINLESS STEEL WEST COAST HEATED REMOTE MIRRORS BOTH SIDES. ELECTRIC DOOR LOCKS TILT /TELE STEERING WHEEL 315/80R22.5 FRONT TIRES ON ALUM WHEELS. 11R 22.5 REAR TIRES ON ALUM WHEELS AM/FM RADIO WITH WEATHER BAND AND BLUE TOOTH CB PROVISION WITH ANTENNA HIGH BACK AIR RIDE DRIVERS SEAT STATIONARY HIGH BACK PASSENGERS SEAT. 2- AMBER STROBES MOUNTED ON CAB PAINTED WHITE. AIR AND ELECTRIC TO REAR OF FRAME. COMPLETE CHASSIS SPECS ON REQUEST. 2- UNITS AVAILABLE SUBJECT TO PRIOR SALE. *****		
1.00	NEW 16' ITB 4200 GALLON WATER TANK SYSTEM INSTALLED.		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



INTERSTATE

Truck Bodies, Inc.

QUOTATION

Quote Number: MAM090123-1

Quote Date: Sep 1, 2023

Page: 2

Voice: 602-272-2298
 Fax: 602-269-5021

Quoted To:
VELOCITY TRUCK CENTER PHOENIX 9899 W. ROOSEVELT STREET TOLLESON, AZ 85353
TIM NOEDING 623-907-9900

Customer ID	Good Thru	Payment Terms	Sales Rep
VELOCITY TRUCK CENTE	10/1/23	C.O.D.	MIKE MADDUX

Quantity	Description	Unit Price	Amount
1.00	3/16" ASTM A36 CARBON STEEL SHELLS, HEADS AND BAFFLES WELDED 100% 2- HORIZONTAL AND 1- LONGITUDINAL BAFFLES WELDED 100% (TRANSVERSE BAFFLES ROLLED FORMED AND WELDED 100% BOTH SIDES W/ 20' CRAWL THROUGH'S) 1- 1/4" FULL LENGTH TANK BELLY PLATE WELDED 100% BOTH SIDES. 1- NON SLIP SURFACE LADDER TO MANWAY TOP OF TANK. 1- 24" ROUND MANWAY. 1- REAR MOUNTED SIGHT TUBE WITH SHUT OFF VALVES 1- FRONT MOUNTED SIGHT TUBE WITH SHUT OFF VALVES. 1-REAR MOUNTED REAR LADDER WITH SAFETY HAND LOOPS AND GRIP STRUT RUNGS.		
1.00	2-1/4" U- SHAPED SUB FRAMES 2-3/4" X 3" RUBBER SKIRTBOARD STRIPS BETWEEN TANK SUBFRAME AND CHASSIS FRAME. 1- 4" DISCHARGE MANIFOLD MOUNTED BETWEEN TANK SUBFRAME, 1 1/2" BALL VALVE AND 3/4" HOSE BIBB. 6-3" CLA-VAL STYLE INLINE AIR VALVES 2- FRONT AND 2- REAR ADJUSTABLE FAN SPRAYS		
1.00	1- DRIVERS 1- PASSENGERS SIDE SPRAY WITH ADJUSTABLE DUCKBILL SIDE SPRAY. 1-2 1/2" HYDRANT FILL PIPE WITH LEGAL AIR GAP AND SWIVEL. 2-10 GUAGE BONNET STYLE FENDERS WITH 3-HOSE HOOKS,LED S,T, T & BACKUP LIGHTS & 2- QUICK HOSE RESTRAINTS PER FENDER. 1- REAR PUSH BLOCK WITH STORAGE AREA AND LID. 6-2-SPRING LOADED FRONT TANK MOUNTS 4- SOLID TANK MOUNTS.		
1.00	1-HOT SHIFT PTO		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



QUOTATION

Quote Number: MAM090123-1

Quote Date: Sep 1, 2023

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Voice: 602-272-2298
 Fax: 602-269-5021

Quoted To:
 VELOCITY TRUCK CENTER PHOENIX
 9899 W. ROOSEVELT STREET
 TOLLESON, AZ 85353
 TIM NOEDING
 623-907-9900

Customer ID	Good Thru	Payment Terms	Sales Rep
VELOCITY TRUCK CENTE	10/1/23	C.O.D.	MIKE MADDUX

Quantity	Description	Unit Price	Amount
1.00	1- HEAVY DUTY 1000 SERIES PUMP DRIVE SHAFT. 1-ATP 4 X3 CENTRIFUGAL WATER PUMP WITH MECHANICAL SEAL 750 GAL AT 65 PSI 6-AIR SWITCH CONTROL PANEL 3" SUCTION PLUMBING WITH MANUAL HANDI PRIMER. 1- ROAD FILL VALVE DRIVERS SIDE REAR OF TANK WITH VALVE & DECAL. 1- HOSE REEL BRACKET ON PASSENGERS SIDE REAR OF TANK. SAND BLAST EPOXY PRIME AND PAINT POLYURETHANE WHITE.		
1.00	ECCO 5590A LO PRO LED AMBER BEACON MOUNTED TOP OF TANK DRIVERS SIDE REAR. LIGHTS, MUD FLAPS, REFLECTORS LICENSE PLATE BRACKET W/ LIGHT AND REFLECTIVE TAPE TO MEET DOT SPECIFICATIONS		
1.00	F.E.T.DEALER EXEMPT OPTIONS: SPRAY IN EPOXY TANK LINER. ADD \$3100.00 YES () NO () 2- 3" X 15' SUCTION HOSES WITH FOOT VALVE / STRAINER. ADD \$675.00 YES () NO () ELKHART BRUSHHAWK 2" REMOTE CONTROL WATER CANNON WITH 2" ELECT VALVE W/ JOYSTICK CONTROLS MOUNTED BETWEEN TANK AND CAB DRIVER SIDE. ADD \$9650.00 YES () NO () NOTE SELECTED OPTION ADD 12% FET. NOTE: NO STATE, LOCAL TAXES OR DELIVERY FREIGHT IN THIS QUOTE.		

Subtotal	
Sales Tax	
TOTAL	

Contract Amendment Summary

CONTRACTOR: Freightliner of Arizona LLC	AMENDMENT NO.: Six (6)
DESCRIPTION: Medium and Heavy Duty Cabs, Chassis and Buses	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Six (6) to mutually extend this contract from January 18, 2023 through January 17, 2024 unless terminated, canceled or extended as otherwise provided in the contract.
2. All other terms, conditions and provisions of this contract remain unchanged.