



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

**PURCHASING DIVISION REPORT**

April 24, 2024

**CONTRACT AWARD RECOMMENDATIONS:**

The Board is requested to approve the following contract awards:

1. RFP 203026 – Public Defense Services Office – Attorney Services - Recommend contracts be awarded to the following suppliers:

|                                         |                                       |
|-----------------------------------------|---------------------------------------|
| AJ Law Group, PLC (Elizabeth Gonzalez)  | Paul D. Green, Attorney/Mediator, LLC |
| DuMond Law Firm, PLLC (Samantha DuMond) | Sheldora Law Firm (Shadman Hosseini)  |
| Law Office of Eric G. Crocker, PLC      | Hill Law AZ, PLLC (Jennifer Hill)     |
| Tamou Law Group, PLLC (Michael Tamou)   |                                       |

The initial term of the contract begins April 24, 2024 and will run concurrent with the current contract with two (2) optional one-year extensions. This contract will be used by the Public Defense Services Department.

2. RFP 243528 – Trauma Counseling Services - Recommend contracts be awarded to the following suppliers:

|                                  |                          |
|----------------------------------|--------------------------|
| Mindful Staffing Solutions, Inc. | State 48 Consulting, LLC |
|----------------------------------|--------------------------|

The initial one year term of the contract begins April 24, 2024 with four (4) optional one-year extensions. This contract will be used Countywide.

3. RFP 243729 – Adult and Dislocated Worker Service Provider - Recommend Eckerd Connects be awarded a contract beginning July 1, 2024 through June 30, 2025 with four (4) optional one-year extensions. This contract will be used by the Economic Development Department, Workforce Development Division.

**CONTRACT AMENDMENTS:**

The Board is requested to approve the following contract amendments:

1. RFP 170223 – Inmate Telephone Services - Recommended approval of Amendment No. 8 to exercise the optional extension period from May 1, 2024 through June 30, 2024 with Securus. There are no extensions remaining. This contract is used by the Sheriff's Office.
2. RFP 170423 – Inmate Video Visitation - Recommended approval of Amendment No. 7 to exercise the optional extension period from May 1, 2024 through June 30, 2024 with Securus. There are no extensions remaining. This contract is used by the Sheriff's Office.



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3. RFP 170322 – Inmate Tablet Program - Recommended approval of Amendment No. 7 to exercise the optional extension period from May 1, 2024 through June 30, 2024 with Securus. There are no extensions remaining. This contract is used by the Sheriff's Office
4. ROQ 202523 – San Tan Valley Area Drainage Master Plan - Recommended approval of Amendment No. 1 to approve a price increase on project Phase 2 and extend the contract through March 31, 2025 with Entellus, Inc. This contract is used by the Development Services, Public Works Division.
5. RFP 203026 – Public Defense Services Office – Attorney Services - Recommended approval of Amendment No. 4 to exercise the optional extension period from July 1, 2024 through June 30, 2025 with the following suppliers:

|                                                 |                                      |
|-------------------------------------------------|--------------------------------------|
| Cooper & Rueter, L.L.P. (Elizabeth Ryan Reuter) | Cooper Wren Law (Dan Benjamin)       |
| Rusinski Law Firm, PLLC (Jolanta Rusinski)      | Robert W. Precht, Attorney at Law    |
| Law Offices of Daniel Thullin, LLC              | Fox Law Group, P.C. (Adrene Fox)     |
| Weagant Law Offices, PLC (Cody Weagant)         | Tait & Hall, PLLC (Alexis J. Brooks) |
| Weagant Law Offices, PLC (Megan Weagant)        | Gregan & Associates (Gavid Gregan)   |
| Zachary Law Group (Steven W. Zachary)           | Jacob M. Bernstein Law, PLLC         |

There is one (1) optional extension remaining. This contract is used by the Public Defense Services Department.

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

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

**PO NO.:** 251542  
**SUPPLIER:** Emcor Services Arizona  
**AMOUNT:** \$151,323.44  
**ITEM:** Chiller Carrier  
**DEPARTMENT:** Information Technology

**PO NO.:** 251557  
**SUPPLIER:** Carasoft Technology  
**AMOUNT:** \$140,703.32  
**ITEM:** EVS Subscription  
**DEPARTMENT:** \$140,703.32

**PO NO.:** 251560  
**SUPPLIER:** Carasoft Technology  
**AMOUNT:** \$106,650.00  
**ITEM:** NICE Software Premier  
**DEPARTMENT:** County Attorney



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

The Board is requested to approve the following cooperative purchase:

**REQUISITION NO.:** 169890  
**SUPPLIER:** Hye Tech Network & Security  
**AMOUNT:** \$269,221.42  
**ITEM:** Cisco Security  
**DEPARTMENT:** Information Technology

**REQUISITION NO.:** 169895  
**SUPPLIER:** CDW Government  
**AMOUNT:** \$606,856.25  
**ITEM:** Google Workspace Subscription  
**DEPARTMENT:** Information Technology



To: Pinal County Board of Supervisors  
From: Kristen Grieco, Procurement Officer  
Date: April 24, 2024  
Re: Contract Award of RFP #203026 Public Defense Services Office – Attorney Services

Background

Request for Proposal 203026 was published to solicit proposals from qualified suppliers to provide Attorney Services for Public Defense Services Department.

Selection Process

Eight (8) proposals were received and opened on March 15, 2024, at 2:05 p.m. All eight (8) of the proposals were deemed responsive and responsible and were evaluated by a three-person committee. Proposals were scored on Capacity of the Responder, Submitted Writing Samples, References and Conformance to Terms and Conditions. A summary of the evaluation scores for each Responder is included in the attached Evaluation and Award Determination.

Responders:

AJ Law Group, PLC (Elizabeth Gonzalez)  
Alpha Omega Law Offices (Miss-Ashley Kendrick)  
DuMond Law Firm, PLLC (Samantha DuMond)  
Hill Law AZ, PLLC (Jennifer Hill)  
Law Office of Eric G. Crocker, PLC  
Paul D. Green, Attorney/Mediator, LLC  
Sheldora Law Firm (Shadman Hosseini)  
Tamou Law Group, PLLC (Michael Tamou)

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 203026RFP to the following suppliers:

AJ Law Group, PLC (Elizabeth Gonzalez)  
DuMond Law Firm, PLLC (Samantha DuMond)  
Hill Law AZ, PLLC (Jennifer Hill)  
Law Office of Eric G. Crocker, PLC  
Paul D. Green, Attorney/Mediator, LLC  
Sheldora Law Firm (Shadman Hosseini)  
Tamou Law Group, PLLC (Michael Tamou)

The term of the proposed contract will run concurrent with the current contract through June 30, 2024, with two (2) one-year optional extensions.

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





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

Respectfully submitted,

*Kristen Grieco*

Kristen Grieco  
Procurement Officer  
(520) 866-6639  
Kristen.Grieco@pinal.gov

Attachment: Evaluation and Award Determination



**PINAL COUNTY**  
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April 24, 2024

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

In accordance with the Pinal County Procurement Code, the following suppliers who have scored six-hundred and fifty (650) points or higher in any given Engagements section have been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation:

AJ Law Group, PLC (Elizabeth Gonzalez)  
DuMond Law Firm, PLLC (Samantha DuMond)  
Hill Law AZ, PLLC (Jennifer Hill)  
Law Office of Eric G. Crocker, PLC  
Paul D. Green, Attorney/Mediator, LLC  
Sheldora Law Firm (Shadman Hosseini)  
Tamou Law Group, PLLC (Michael Tamou)

Score Tabulation

| A. Adult Criminal Engagements           |             |           |                     |            |             |
|-----------------------------------------|-------------|-----------|---------------------|------------|-------------|
|                                         | Total       | Capacity  | Two Writing Samples | References | Conformance |
| Supplier                                | / 1,000 pts | / 500 pts | / 200 pts           | / 200 pts  | / 100 pts   |
| AJ Law Group, PLC<br>Elizabeth Gonzalez | 770         | 390       | 140                 | 140        | 100         |

| A. Adult Criminal Engagements            |             |           |                     |            |             |
|------------------------------------------|-------------|-----------|---------------------|------------|-------------|
|                                          | Total       | Capacity  | Two Writing Samples | References | Conformance |
| Supplier                                 | / 1,000 pts | / 500 pts | / 200 pts           | / 200 pts  | / 100 pts   |
| DuMond Law Firm, PLLC<br>Samantha DuMond | 820         | 400       | 160                 | 160        | 100         |



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| B. General Engagements                   |             |           |                     |            |             |
|------------------------------------------|-------------|-----------|---------------------|------------|-------------|
|                                          | Total       | Capacity  | Two Writing Samples | References | Conformance |
| Supplier                                 | / 1,000 pts | / 500 pts | / 200 pts           | / 200 pts  | / 100 pts   |
| DuMond Law Firm, PLLC<br>Samantha DuMond | 820         | 400       | 160                 | 160        | 100         |

| C. Appeals / Post Conviction Relief Engagements |             |           |                     |            |             |
|-------------------------------------------------|-------------|-----------|---------------------|------------|-------------|
|                                                 | Total       | Capacity  | Two Writing Samples | References | Conformance |
| Supplier                                        | / 1,000 pts | / 500 pts | / 200 pts           | / 200 pts  | / 100 pts   |
| DuMond Law Firm, PLLC<br>Samantha DuMond        | 820         | 400       | 160                 | 160        | 100         |

| A. Juvenile Delinquency / Incurability Engagements |             |           |                     |            |             |
|----------------------------------------------------|-------------|-----------|---------------------|------------|-------------|
|                                                    | Total       | Capacity  | Two Writing Samples | References | Conformance |
| Supplier                                           | / 1,000 pts | / 500 pts | / 200 pts           | / 200 pts  | / 100 pts   |
| Hill Law AZ, PLLC<br>(Jennifer Hill)               | 780         | 400       | 140                 | 140        | 100         |

| B. General Engagements               |             |           |                     |            |             |
|--------------------------------------|-------------|-----------|---------------------|------------|-------------|
|                                      | Total       | Capacity  | Two Writing Samples | References | Conformance |
| Supplier                             | / 1,000 pts | / 500 pts | / 200 pts           | / 200 pts  | / 100 pts   |
| Hill Law AZ, PLLC<br>(Jennifer Hill) | 810         | 410       | 160                 | 140        | 100         |



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| A. Capital Engagements |             |           |                     |            |             |
|------------------------|-------------|-----------|---------------------|------------|-------------|
|                        | Total       | Capacity  | Two Writing Samples | References | Conformance |
| Supplier               | / 1,000 pts | / 500 pts | / 200 pts           | / 200 pts  | / 100 pts   |
| Eric G. Crocker, PLC   | 860         | 420       | 180                 | 160        | 100         |

| B. Adult Criminal Engagements |             |           |                     |            |             |
|-------------------------------|-------------|-----------|---------------------|------------|-------------|
|                               | Total       | Capacity  | Two Writing Samples | References | Conformance |
| Supplier                      | / 1,000 pts | / 500 pts | / 200 pts           | / 200 pts  | / 100 pts   |
| Eric G. Crocker, PLC          | 860         | 420       | 180                 | 160        | 100         |

| A. Juvenile Delinquency / Incurrigibility Engagements |             |           |                     |            |             |
|-------------------------------------------------------|-------------|-----------|---------------------|------------|-------------|
|                                                       | Total       | Capacity  | Two Writing Samples | References | Conformance |
| Supplier                                              | / 1,000 pts | / 500 pts | / 200 pts           | / 200 pts  | / 100 pts   |
| Paul D. Green, Attorney/Mediator, LLC                 | 760         | 360       | 140                 | 160        | 100         |

| A. Adult Criminal Engagements        |             |           |                     |            |             |
|--------------------------------------|-------------|-----------|---------------------|------------|-------------|
|                                      | Total       | Capacity  | Two Writing Samples | References | Conformance |
| Supplier                             | / 1,000 pts | / 500 pts | / 200 pts           | / 200 pts  | / 100 pts   |
| Sheldora Law Firm (Shadman Hosseini) | 790         | 390       | 140                 | 160        | 100         |



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| A. Adult Criminal Engagements            |             |           |                     |            |             |
|------------------------------------------|-------------|-----------|---------------------|------------|-------------|
|                                          | Total       | Capacity  | Two Writing Samples | References | Conformance |
| Supplier                                 | / 1,000 pts | / 500 pts | / 200 pts           | / 200 pts  | / 100 pts   |
| Tamou Law Group, PLLC<br>(Michael Tamou) | 780         | 400       | 140                 | 140        | 100         |

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

Kristen Grieco  
Procurement Officer  
(520) 866-6639  
Kristen.Grieco @pinal.gov

**Contract 203026RFP**  
**Public Defense Services Office Attorney Services**

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Shadman Hosseini of Sheldora Law Firm, (Contractor), whose primary address is 5925 W. Gambit Trail, Phoenix, AZ 85083.

1. **CONTRACT TERM.** The resultant contract term will commence upon award, and will run concurrent with the current term of the contract which continues through June 30, 2024, unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of two (2) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.
3. **CONTRACT TYPE.**

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

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

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



- c. For items indicated to be paid on a “lump sum” basis, Contractor shall request payment for the completed proportion of such items at least monthly.

3.2 Personnel-Related Expenses. The County will only reimburse for those items of personnel-related expense expressly indicated in the Scope of Work as a reimbursable item or that are included in the Compensation Schedule (SOW Exhibit A-2) or Court Appointment Policy (SOW Exhibit A-3), and it is agreed that the costs of all other such expenses applicable to its personnel and otherwise as required to carry out the work are adequately compensated in the contractual fee mark-up.

- a. For items to be paid on a “unit rate” basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is “at risk” for costs it incurs that are in excess of the extended value unless the County has issued a change order for the excess.
- b. For items to be paid on a “cost” basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to County’s travel policy, which is available at <http://www.pinalcountyz.gov/Purchasing/Pages/DoingBusiness.aspx>.
- c. For items to be paid on a “lump sum” basis, Contractor shall request payment for the applicable proportion of such items at least monthly.

#### 4. PRICING

4.1 Most Favored Customer Pricing. N/A

4.2 All-Inclusive Pricing. N/A

4.3 Price Reductions and Sales Promotions. N/A

4.4 Price Increase.

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

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



4.5 Delivery. N/A

4.6 Change Orders.

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

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

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

4.7 Travel.

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

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

5. INVOICING AND PAYMENTS.

5.1 Invoices.

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

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

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





## PINAL COUNTY

[financeinvoices@pinal.gov](mailto:financeinvoices@pinal.gov)

Pinal County Office of Budget & Finance

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

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

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

#### 14. CONTRACT ADMINISTRATION AND OPERATION.

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

| County                                                                              | Contractor                                                                         |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <b>Name:</b> Pinal County Office of Budget & Finance<br><b>Attn:</b> Kristen Grieco | <b>Name:</b> Shadman Hosseini<br>Sheldora Law Firm                                 |
| <b>Address:</b><br>PO Box 1348<br>Florence, AZ 85132                                | <b>Address:</b><br>5925 W. Gambit Trail<br>Phoenix, AZ 85083                       |
| <b>Title:</b> Procurement Officer                                                   | <b>Title:</b> Attorney                                                             |
| <b>Email:</b> <a href="mailto:purchasing@pinal.gov">purchasing@pinal.gov</a>        | <b>Email:</b> <a href="mailto:shadman@sheldoralaw.com">shadman@sheldoralaw.com</a> |

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

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



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

14.6 Acceptance of Work.

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

14.7 Ownership of Intellectual Property.

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

(1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.

(2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

(1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;

(2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and

(3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. Developments Outside of Contract. Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

14.8 Subcontracts. The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.



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

and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.

- 14.16 Eligible Agencies. This contract shall be for the exclusive use of Pinal County.
- 14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.
- 14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 14.19 Work on County Premises.
- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
  - b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions





the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."

- 14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.
- 14.21 Israel Boycott Prohibited. 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 County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.
- 15.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:
- a. Extension of the term of the contract within the maximum aggregate term;
  - b. Revision to Procurement Officer appointment or contact information; or
  - c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

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

- 15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably



withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

## 16. RISKS AND LIABILITIES

16.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

16.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

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

a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

(1) Commercial General Liability (CGL). N/A

(2) Automobile Liability. N/A

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

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

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

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

- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers' compensation laws; and/or
- c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.
- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

16.4 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.

#### 16.5 Force Majeure.

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

- 16.6 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

### 17. WARRANTIES

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

- d. Be fit for the intended purpose or use described in the contract.

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

17.3 Product Safety. N/A

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

17.5 Data Protection and Confidentiality of Records.

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



NOTE: For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.

NOTE: For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

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

## 18. COUNTY'S CONTRACTUAL REMEDIES

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

## 19. CONTRACT TERMINATION

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





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

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

- 19.6 Termination of Contract by Contractor. Contractor may terminate this contract by providing written Notice to the County. Such termination shall be effective after the completion of a notice period of thirty (30) calendar days ("Notice Period").
- a. Notice Period:



(1) The Notice Period Shall commence on the date of receipt of the written notice by the other party, as evidenced by a confirmation of receipt or any other reliable means of communication.

b. Termination Notice:

(1) The termination notice shall clearly state the intention to terminate this contract and specify the desired termination date, which should fall at least thirty (30) calendar days after the date of the notice.

(2) The termination notice shall be delivered in writing, either by registered mail, certified mail, courier service with tracking, or by mail.

c. Obligation during Notice Period:

(1) Upon receipt of the termination notice, both parties shall continue to fulfill their respective Obligation and responsibilities under this contract until the expiration of the Notice Period.

(2) Any outstanding payments, dues, or obligations arising from this contract shall remain in effect and shall be settled by both parties in accordance with the terms and conditions set forth in this contract.

d. Early Termination:

(1) In the event that the contractor terminates this contract before the expiration of the Notice Period without mutual agreement or justifiable cause, the terminating party shall be liable for any damages or losses incurred by the non-terminating party as a result of such early termination.

(2) The county reserves the right to pursue legal remedies for any breach of this contract due to an early termination by the contractor.

## 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

SHADMAN HOSSEINI  
5925 W. Gambit Trail  
Phoenix, AZ 85083

BY: Mike Goodman

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: April 24, 2024

BY: Shadman Hosseini

(Name)

Attorney

(Title)

(Signature)

DATE: 4/5/2024

Approved as to Legal Content:

Chapman 4/5/24  
Pinal County Attorney's Office (Date)

Exhibit A  
**Scope of Work**

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

Exhibit B  
Compensation Schedule

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To be included as a separate exhibit to the contract.

Exhibit C  
**Responder's Proposal**

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To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal.

**Contract 203026RFP**  
**Public Defense Services Office Attorney Services**

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Samantha DuMond of DuMond Law Firm, PLLC, (Contractor), whose primary address is 340 East Palm Lane, Suite A100, Phoenix, AZ 85004.

1. **CONTRACT TERM.** The resultant contract term will commence upon award, and will run concurrent with the current term of the contract which continues through June 30, 2024, unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of two (2) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.
3. **CONTRACT TYPE.**

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

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

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



- c. For items indicated to be paid on a “lump sum” basis, Contractor shall request payment for the completed proportion of such items at least monthly.

3.2 Personnel-Related Expenses. The County will only reimburse for those items of personnel-related expense expressly indicated in the Scope of Work as a reimbursable item or that are included in the Compensation Schedule (SOW Exhibit A-2) or Court Appointment Policy (SOW Exhibit A-3), and it is agreed that the costs of all other such expenses applicable to its personnel and otherwise as required to carry out the work are adequately compensated in the contractual fee mark-up.

- a. For items to be paid on a “unit rate” basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is “at risk” for costs it incurs that are in excess of the extended value unless the County has issued a change order for the excess.
- b. For items to be paid on a “cost” basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to County’s travel policy, which is available at <http://www.pinalcountyz.gov/Purchasing/Pages/DoingBusiness.aspx>.
- c. For items to be paid on a “lump sum” basis, Contractor shall request payment for the applicable proportion of such items at least monthly.

#### 4. PRICING

4.1 Most Favored Customer Pricing. N/A

4.2 All-Inclusive Pricing. N/A

4.3 Price Reductions and Sales Promotions. N/A

4.4 Price Increase.

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

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

4.5 Delivery. N/A

4.6 Change Orders.

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

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

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

4.7 Travel.

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

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

5. INVOICING AND PAYMENTS.

5.1 Invoices.

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

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

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





## PINAL COUNTY

[financeinvoices@pinal.gov](mailto:financeinvoices@pinal.gov)

Pinal County Office of Budget & Finance

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

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

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

#### 14. CONTRACT ADMINISTRATION AND OPERATION.

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

| County                                                                              | Contractor                                                                           |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <b>Name:</b> Pinal County Office of Budget & Finance<br><b>Attn:</b> Kristen Grieco | <b>Name:</b> Samantha DuMond<br>DuMond Law Firm, PLLC                                |
| <b>Address:</b><br>PO Box 1348<br>Florence, AZ 85132                                | <b>Address:</b><br>340 E. Palm Lane, Suite A100<br>Phoenix, AZ 85004                 |
| <b>Title:</b> Procurement Officer                                                   | <b>Title:</b> Owner/Principal/Managing Attorney                                      |
| <b>Email:</b> <a href="mailto:purchasing@pinal.gov">purchasing@pinal.gov</a>        | <b>Email:</b> <a href="mailto:Samantha@DuMondLawAZ.com">Samantha@DuMondLawAZ.com</a> |

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

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



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

14.6 Acceptance of Work.

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

14.7 Ownership of Intellectual Property.

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

(1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.

(2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

(1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;

(2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and

(3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. Developments Outside of Contract. Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

14.8 Subcontracts. The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.



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

and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.

- 14.16 Eligible Agencies. This contract shall be for the exclusive use of Pinal County.
- 14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.
- 14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 14.19 Work on County Premises.
- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
  - b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions





the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."

- 14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.
- 14.21 Israel Boycott Prohibited. 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 County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.
- 15.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:
- a. Extension of the term of the contract within the maximum aggregate term;
  - b. Revision to Procurement Officer appointment or contact information; or
  - c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

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

- 15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably



withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

## 16. RISKS AND LIABILITIES

16.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

16.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

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

a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

(1) Commercial General Liability (CGL). N/A

(2) Automobile Liability. N/A

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

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

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

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

- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers' compensation laws; and/or
- c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.
- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

16.4 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.

#### 16.5 Force Majeure.

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

- 16.6 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

### 17. WARRANTIES

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

- d. Be fit for the intended purpose or use described in the contract.

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

17.3 Product Safety. N/A

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

17.5 Data Protection and Confidentiality of Records.

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



NOTE: For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.

NOTE: For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

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

## 18. COUNTY'S CONTRACTUAL REMEDIES

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

## 19. CONTRACT TERMINATION

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





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

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

- 19.6 Termination of Contract by Contractor. Contractor may terminate this contract by providing written Notice to the County. Such termination shall be effective after the completion of a notice period of thirty (30) calendar days ("Notice Period").
- a. Notice Period:



(1) The Notice Period Shall commence on the date of receipt of the written notice by the other party, as evidenced by a confirmation of receipt or any other reliable means of communication.

b. Termination Notice:

(1) The termination notice shall clearly state the intention to terminate this contract and specify the desired termination date, which should fall at least thirty (30) calendar days after the date of the notice.

(2) The termination notice shall be delivered in writing, either by registered mail, certified mail, courier service with tracking, or by mail.

c. Obligation during Notice Period:

(1) Upon receipt of the termination notice, both parties shall continue to fulfill their respective Obligation and responsibilities under this contract until the expiration of the Notice Period.

(2) Any outstanding payments, dues, or obligations arising from this contract shall remain in effect and shall be settled by both parties in accordance with the terms and conditions set forth in this contract.

d. Early Termination:

(1) In the event that the contractor terminates this contract before the expiration of the Notice Period without mutual agreement or justifiable cause, the terminating party shall be liable for any damages or losses incurred by the non-terminating party as a result of such early termination.

(2) The county reserves the right to pursue legal remedies for any breach of this contract due to an early termination by the contractor.

## 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

**SAMANTHA DUMOND**  
340 E. Palm Lane, Suite A100  
Phoenix, AZ 85004

BY: Mike Goodman

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: April 24, 2024

BY: Samantha Dumond

(Name)

owner

(Title)

(Signature)

DATE: 4/5/2024

Approved as to Legal Content:

Chapman  
Pinal County Attorney's Office

4/5/24

(Date)

Exhibit A  
**Scope of Work**

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

Exhibit B  
Compensation Schedule

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To be included as a separate exhibit to the contract.

Exhibit C  
**Responder's Proposal**

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To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal.

**Contract 203026RFP**  
**Public Defense Services Office Attorney Services**

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Paul D. Green, Attorney/Mediator , (Contractor), whose primary address is 1453 West Mead Drive, PO Box 12223, Chandler, AZ 85248.

1. **CONTRACT TERM.** The resultant contract term will commence upon award, and will run concurrent with the current term of the contract which continues through June 30, 2024, unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of two (2) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.
3. **CONTRACT TYPE.**

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

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

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



- c. For items indicated to be paid on a “lump sum” basis, Contractor shall request payment for the completed proportion of such items at least monthly.

3.2 Personnel-Related Expenses. The County will only reimburse for those items of personnel-related expense expressly indicated in the Scope of Work as a reimbursable item or that are included in the Compensation Schedule (SOW Exhibit A-2) or Court Appointment Policy (SOW Exhibit A-3), and it is agreed that the costs of all other such expenses applicable to its personnel and otherwise as required to carry out the work are adequately compensated in the contractual fee mark-up.

- a. For items to be paid on a “unit rate” basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is “at risk” for costs it incurs that are in excess of the extended value unless the County has issued a change order for the excess.
- b. For items to be paid on a “cost” basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to County’s travel policy, which is available at <http://www.pinalcountyz.gov/Purchasing/Pages/DoingBusiness.aspx>.
- c. For items to be paid on a “lump sum” basis, Contractor shall request payment for the applicable proportion of such items at least monthly.

#### 4. PRICING

4.1 Most Favored Customer Pricing. N/A

4.2 All-Inclusive Pricing. N/A

4.3 Price Reductions and Sales Promotions. N/A

4.4 Price Increase.

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

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

4.5 Delivery. N/A

4.6 Change Orders.

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

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

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

4.7 Travel.

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

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

5. INVOICING AND PAYMENTS.

5.1 Invoices.

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

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

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





## PINAL COUNTY

[financeinvoices@pinal.gov](mailto:financeinvoices@pinal.gov)

Pinal County Office of Budget & Finance

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

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

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

#### 14. CONTRACT ADMINISTRATION AND OPERATION.

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

| County                                                                              | Contractor                                                                |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| <b>Name:</b> Pinal County Office of Budget & Finance<br><b>Attn:</b> Kristen Grieco | <b>Name:</b><br>Paul D. Green, Attorney/Mediator                          |
| <b>Address:</b><br>PO Box 1348<br>Florence, AZ 85132                                | <b>Address:</b><br>1453 West Mead Dr., PO Box 12223<br>Chandler, AZ 85248 |
| <b>Title:</b> Procurement Officer                                                   | <b>Title:</b> Attorney/Principal                                          |
| <b>Email:</b> <a href="mailto:purchasing@pinal.gov">purchasing@pinal.gov</a>        | <b>Email:</b> pdgmediation@gmail.com                                      |

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

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



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

14.6 Acceptance of Work.

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

14.7 Ownership of Intellectual Property.

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

(1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.

(2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

(1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;

(2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and

(3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. Developments Outside of Contract. Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

14.8 Subcontracts. The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.



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

and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.

- 14.16 Eligible Agencies. This contract shall be for the exclusive use of Pinal County.
- 14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.
- 14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 14.19 Work on County Premises.
- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
  - b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions





the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."

- 14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.
- 14.21 Israel Boycott Prohibited. 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 County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.
- 15.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:
- a. Extension of the term of the contract within the maximum aggregate term;
  - b. Revision to Procurement Officer appointment or contact information; or
  - c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

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

- 15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably



withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

## 16. RISKS AND LIABILITIES

16.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

16.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

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

a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

(1) Commercial General Liability (CGL). N/A

(2) Automobile Liability. N/A

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

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

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

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

- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers' compensation laws; and/or
- c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.
- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

16.4 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.

#### 16.5 Force Majeure.

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

- 16.6 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

### 17. WARRANTIES

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

- d. Be fit for the intended purpose or use described in the contract.

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

17.3 Product Safety. N/A

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

17.5 Data Protection and Confidentiality of Records.

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



NOTE: For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.

NOTE: For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

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

## 18. COUNTY'S CONTRACTUAL REMEDIES

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

## 19. CONTRACT TERMINATION

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





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

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

- 19.6 Termination of Contract by Contractor. Contractor may terminate this contract by providing written Notice to the County. Such termination shall be effective after the completion of a notice period of thirty (30) calendar days ("Notice Period").
- a. Notice Period:



(1) The Notice Period Shall commence on the date of receipt of the written notice by the other party, as evidenced by a confirmation of receipt or any other reliable means of communication.

b. Termination Notice:

(1) The termination notice shall clearly state the intention to terminate this contract and specify the desired termination date, which should fall at least thirty (30) calendar days after the date of the notice.

(2) The termination notice shall be delivered in writing, either by registered mail, certified mail, courier service with tracking, or by mail.

c. Obligation during Notice Period:

(1) Upon receipt of the termination notice, both parties shall continue to fulfill their respective Obligation and responsibilities under this contract until the expiration of the Notice Period.

(2) Any outstanding payments, dues, or obligations arising from this contract shall remain in effect and shall be settled by both parties in accordance with the terms and conditions set forth in this contract.

d. Early Termination:

(1) In the event that the contractor terminates this contract before the expiration of the Notice Period without mutual agreement or justifiable cause, the terminating party shall be liable for any damages or losses incurred by the non-terminating party as a result of such early termination.

(2) The county reserves the right to pursue legal remedies for any breach of this contract due to an early termination by the contractor.

## 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

**PAUL D. GREEN**  
1453 West Mead Dr., PO Box 12223  
Chandler, AZ 85248

BY: Mike Goodman  
(Name)

Chairman, Pinal County Board of Supervisors  
(Title)

\_\_\_\_\_  
(Signature)

DATE: April 24, 2024

BY: PAUL D. GREEN  
(Name)

ATTORNEY / Principal  
(Title)

*Paul Green*  
(Signature)

DATE: April 4, 2024

Approved as to Legal Content:

*Carla* 4/5/24  
Pinal County Attorney's Office (Date)

Exhibit A  
**Scope of Work**

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

Exhibit B  
**Compensation Schedule**

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To be included as a separate exhibit to the contract.

Exhibit C  
**Responder's Proposal**

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To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal.

**Contract 203026RFP**  
**Public Defense Services Office Attorney Services**

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Law Office of Eric G. Crocker, PLC, (Contractor), whose primary address is 18521 E. Queen Creek Road, Suite #105-432, Queen Creek, AZ 85142.

1. **CONTRACT TERM.** The resultant contract term will commence upon award, and will run concurrent with the current term of the contract which continues through June 30, 2024, unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of two (2) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.
3. **CONTRACT TYPE.**

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

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

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



- c. For items indicated to be paid on a “lump sum” basis, Contractor shall request payment for the completed proportion of such items at least monthly.

3.2 Personnel-Related Expenses. The County will only reimburse for those items of personnel-related expense expressly indicated in the Scope of Work as a reimbursable item or that are included in the Compensation Schedule (SOW Exhibit A-2) or Court Appointment Policy (SOW Exhibit A-3), and it is agreed that the costs of all other such expenses applicable to its personnel and otherwise as required to carry out the work are adequately compensated in the contractual fee mark-up.

- a. For items to be paid on a “unit rate” basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is “at risk” for costs it incurs that are in excess of the extended value unless the County has issued a change order for the excess.
- b. For items to be paid on a “cost” basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to County’s travel policy, which is available at <http://www.pinalcountyz.gov/Purchasing/Pages/DoingBusiness.aspx>.
- c. For items to be paid on a “lump sum” basis, Contractor shall request payment for the applicable proportion of such items at least monthly.

#### 4. PRICING

4.1 Most Favored Customer Pricing. N/A

4.2 All-Inclusive Pricing. N/A

4.3 Price Reductions and Sales Promotions. N/A

4.4 Price Increase.

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

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



4.5 Delivery. N/A

4.6 Change Orders.

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

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

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

4.7 Travel.

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

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

5. INVOICING AND PAYMENTS.

5.1 Invoices.

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

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

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





## PINAL COUNTY

[financeinvoices@pinal.gov](mailto:financeinvoices@pinal.gov)

Pinal County Office of Budget & Finance

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

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

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

#### 14. CONTRACT ADMINISTRATION AND OPERATION.

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

| County                                                                              | Contractor                                                                           |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <b>Name:</b> Pinal County Office of Budget & Finance<br><b>Attn:</b> Kristen Grieco | <b>Name:</b> Eric G. Crocker<br>Law Office of Eric G. Crocker, PLC                   |
| <b>Address:</b><br>PO Box 1348<br>Florence, AZ 85132                                | <b>Address:</b><br>18521 E. Queen Creek Rd., Suite #105-432<br>Queen Creek, AZ 85142 |
| <b>Title:</b> Procurement Officer                                                   | <b>Title:</b> Sole Practitioner                                                      |
| <b>Email:</b> <a href="mailto:purchasing@pinal.gov">purchasing@pinal.gov</a>        | <b>Email:</b> <a href="mailto:ericcrockerlaw@gmail.com">ericcrockerlaw@gmail.com</a> |

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

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



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

14.6 Acceptance of Work.

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

14.7 Ownership of Intellectual Property.

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

(1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.

(2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

(1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;

(2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and

(3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. Developments Outside of Contract. Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

14.8 Subcontracts. The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.



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

and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.

- 14.16 Eligible Agencies. This contract shall be for the exclusive use of Pinal County.
- 14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.
- 14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 14.19 Work on County Premises.
- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
  - b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions





the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."

- 14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.
- 14.21 Israel Boycott Prohibited. 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 County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.
- 15.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:
- a. Extension of the term of the contract within the maximum aggregate term;
  - b. Revision to Procurement Officer appointment or contact information; or
  - c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

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

- 15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably



withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

## 16. RISKS AND LIABILITIES

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

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

- a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

(1) Commercial General Liability (CGL). N/A

(2) Automobile Liability. N/A

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

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

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

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

- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers' compensation laws; and/or
- c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.
- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

16.4 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.

16.5 Force Majeure.

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

- 16.6 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

17. WARRANTIES

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

- d. Be fit for the intended purpose or use described in the contract.

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

17.3 Product Safety. N/A

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

17.5 Data Protection and Confidentiality of Records.

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



NOTE: For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.

NOTE: For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

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

## 18. COUNTY'S CONTRACTUAL REMEDIES

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

## 19. CONTRACT TERMINATION

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





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

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

- 19.6 Termination of Contract by Contractor. Contractor may terminate this contract by providing written Notice to the County. Such termination shall be effective after the completion of a notice period of thirty (30) calendar days ("Notice Period").
- a. Notice Period:



(1) The Notice Period Shall commence on the date of receipt of the written notice by the other party, as evidenced by a confirmation of receipt or any other reliable means of communication.

b. Termination Notice:

(1) The termination notice shall clearly state the intention to terminate this contract and specify the desired termination date, which should fall at least thirty (30) calendar days after the date of the notice.

(2) The termination notice shall be delivered in writing, either by registered mail, certified mail, courier service with tracking, or by mail.

c. Obligation during Notice Period:

(1) Upon receipt of the termination notice, both parties shall continue to fulfill their respective Obligation and responsibilities under this contract until the expiration of the Notice Period.

(2) Any outstanding payments, dues, or obligations arising from this contract shall remain in effect and shall be settled by both parties in accordance with the terms and conditions set forth in this contract.

d. Early Termination:

(1) In the event that the contractor terminates this contract before the expiration of the Notice Period without mutual agreement or justifiable cause, the terminating party shall be liable for any damages or losses incurred by the non-terminating party as a result of such early termination.

(2) The county reserves the right to pursue legal remedies for any breach of this contract due to an early termination by the contractor.

## 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

**ERIC G. CROCKER, PLC**  
18521 E. Queen Creek Rd., Suite #105-432  
Queen Creek, AZ 85142

BY: Mike Goodman  
(Name)

Chairman, Pinal County Board of Supervisors  
(Title)

\_\_\_\_\_  
(Signature)

DATE: April 24, 2024

BY: Eric G. Crocker  
(Name)

Attorney / Owner  
(Title)

Eric G. Crocker  
(Signature)

DATE: April 4, 2024

Approved as to Legal Content:

Curtis CH 4/5/24  
Pinal County Attorney's Office (Date)

Exhibit A  
**Scope of Work**

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

Exhibit B  
**Compensation Schedule**

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To be included as a separate exhibit to the contract.

Exhibit C  
**Responder's Proposal**

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To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal.

**Contract 203026RFP**  
**Public Defense Services Office Attorney Services**

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Jennifer Hill of Hill Law AZ, PLLC, (Contractor), whose primary address is PO Box 52842, Mesa, AZ 85208.

1. **CONTRACT TERM.** The resultant contract term will commence upon award, and will run concurrent with the current term of the contract which continues through June 30, 2024, unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of two (2) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.
3. **CONTRACT TYPE.**

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

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

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



- c. For items indicated to be paid on a “lump sum” basis, Contractor shall request payment for the completed proportion of such items at least monthly.

3.2 Personnel-Related Expenses. The County will only reimburse for those items of personnel-related expense expressly indicated in the Scope of Work as a reimbursable item or that are included in the Compensation Schedule (SOW Exhibit A-2) or Court Appointment Policy (SOW Exhibit A-3), and it is agreed that the costs of all other such expenses applicable to its personnel and otherwise as required to carry out the work are adequately compensated in the contractual fee mark-up.

- a. For items to be paid on a “unit rate” basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is “at risk” for costs it incurs that are in excess of the extended value unless the County has issued a change order for the excess.
- b. For items to be paid on a “cost” basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to County’s travel policy, which is available at <http://www.pinalcountyz.gov/Purchasing/Pages/DoingBusiness.aspx>.
- c. For items to be paid on a “lump sum” basis, Contractor shall request payment for the applicable proportion of such items at least monthly.

#### 4. PRICING

4.1 Most Favored Customer Pricing. N/A

4.2 All-Inclusive Pricing. N/A

4.3 Price Reductions and Sales Promotions. N/A

4.4 Price Increase.

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

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

4.5 Delivery. N/A

4.6 Change Orders.

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

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

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

4.7 Travel.

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

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

5. INVOICING AND PAYMENTS.

5.1 Invoices.

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

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

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





## PINAL COUNTY

[financeinvoices@pinal.gov](mailto:financeinvoices@pinal.gov)

Pinal County Office of Budget & Finance

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

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

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

#### 14. CONTRACT ADMINISTRATION AND OPERATION.

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

| County                                                                              | Contractor                                                                       |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <b>Name:</b> Pinal County Office of Budget & Finance<br><b>Attn:</b> Kristen Grieco | <b>Name:</b> Jennifer Hill<br>Hill Law AZ, PLLC                                  |
| <b>Address:</b><br>PO Box 1348<br>Florence, AZ 85132                                | <b>Address:</b><br>PO Box 52842<br>Mesa, AZ 85208                                |
| <b>Title:</b> Procurement Officer                                                   | <b>Title:</b> Sole Practitioner                                                  |
| <b>Email:</b> <a href="mailto:purchasing@pinal.gov">purchasing@pinal.gov</a>        | <b>Email:</b> <a href="mailto:jennifer@hilllawaz.com">jennifer@hilllawaz.com</a> |

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

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



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

14.6 Acceptance of Work.

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

14.7 Ownership of Intellectual Property.

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

(1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.

(2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

(1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;

(2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and

(3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. Developments Outside of Contract. Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

14.8 Subcontracts. The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.



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

and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.

- 14.16 Eligible Agencies. This contract shall be for the exclusive use of Pinal County.
- 14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.
- 14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 14.19 Work on County Premises.
- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
  - b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions





the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."

- 14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.
- 14.21 Israel Boycott Prohibited. 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 County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.
- 15.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:
- a. Extension of the term of the contract within the maximum aggregate term;
  - b. Revision to Procurement Officer appointment or contact information; or
  - c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

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

- 15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably



withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

## 16. RISKS AND LIABILITIES

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

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

- a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

- (1) Commercial General Liability (CGL). N/A
- (2) Automobile Liability. N/A
- (3) Workers' Compensation and Employer's Liability.

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

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

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

- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers' compensation laws; and/or
- c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.
- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

16.4 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.

#### 16.5 Force Majeure.

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

- 16.6 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

### 17. WARRANTIES

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

- d. Be fit for the intended purpose or use described in the contract.

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

17.3 Product Safety. N/A

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

17.5 Data Protection and Confidentiality of Records.

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



NOTE: For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.

NOTE: For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

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

## 18. COUNTY'S CONTRACTUAL REMEDIES

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

## 19. CONTRACT TERMINATION

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





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

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

- 19.6 Termination of Contract by Contractor. Contractor may terminate this contract by providing written Notice to the County. Such termination shall be effective after the completion of a notice period of thirty (30) calendar days ("Notice Period").
- a. Notice Period:



(1) The Notice Period Shall commence on the date of receipt of the written notice by the other party, as evidenced by a confirmation of receipt or any other reliable means of communication.

b. Termination Notice:

(1) The termination notice shall clearly state the intention to terminate this contract and specify the desired termination date, which should fall at least thirty (30) calendar days after the date of the notice.

(2) The termination notice shall be delivered in writing, either by registered mail, certified mail, courier service with tracking, or by mail.

c. Obligation during Notice Period:

(1) Upon receipt of the termination notice, both parties shall continue to fulfill their respective Obligation and responsibilities under this contract until the expiration of the Notice Period.

(2) Any outstanding payments, dues, or obligations arising from this contract shall remain in effect and shall be settled by both parties in accordance with the terms and conditions set forth in this contract.

d. Early Termination:

(1) In the event that the contractor terminates this contract before the expiration of the Notice Period without mutual agreement or justifiable cause, the terminating party shall be liable for any damages or losses incurred by the non-terminating party as a result of such early termination.

(2) The county reserves the right to pursue legal remedies for any breach of this contract due to an early termination by the contractor.

## 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

**JENNIFER HILL**  
PO Box 52842  
Mesa, AZ 85208

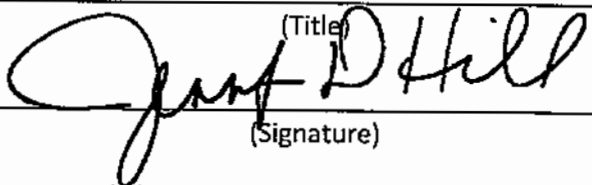
BY: Mike Goodman  
(Name)

BY: Jennifer D. Hill  
(Name)

Chairman, Pinal County Board of Supervisors  
(Title)

Owner  
(Title)

(Signature)

  
(Signature)

DATE: April 24, 2024

DATE: 4/3/2024

Approved as to Legal Content:

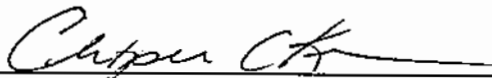
 4/5/24  
Pinal County Attorney's Office (Date)

Exhibit A  
**Scope of Work**

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

Exhibit B  
**Compensation Schedule**

---

To be included as a separate exhibit to the contract.

Exhibit C  
**Responder's Proposal**

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To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal.

**Contract 203026RFP**  
**Public Defense Services Office Attorney Services**

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Michael Tamou of Tamou Law Group, PLLC, (Contractor), whose primary address is 3820 W. Happy Valley Road, Suite #141-475, Glendale, AZ 85310.

1. **CONTRACT TERM.** The resultant contract term will commence upon award, and will run concurrent with the current term of the contract which continues through June 30, 2024, unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of two (2) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.
3. **CONTRACT TYPE.**

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

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

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



- c. For items indicated to be paid on a “lump sum” basis, Contractor shall request payment for the completed proportion of such items at least monthly.

3.2 Personnel-Related Expenses. The County will only reimburse for those items of personnel-related expense expressly indicated in the Scope of Work as a reimbursable item or that are included in the Compensation Schedule (SOW Exhibit A-2) or Court Appointment Policy (SOW Exhibit A-3), and it is agreed that the costs of all other such expenses applicable to its personnel and otherwise as required to carry out the work are adequately compensated in the contractual fee mark-up.

- a. For items to be paid on a “unit rate” basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is “at risk” for costs it incurs that are in excess of the extended value unless the County has issued a change order for the excess.
- b. For items to be paid on a “cost” basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to County’s travel policy, which is available at <http://www.pinalcountyz.gov/Purchasing/Pages/DoingBusiness.aspx>.
- c. For items to be paid on a “lump sum” basis, Contractor shall request payment for the applicable proportion of such items at least monthly.

#### 4. PRICING

4.1 Most Favored Customer Pricing. N/A

4.2 All-Inclusive Pricing. N/A

4.3 Price Reductions and Sales Promotions. N/A

4.4 Price Increase.

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

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

4.5 Delivery. N/A

4.6 Change Orders.

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

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

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

4.7 Travel.

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

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

5. INVOICING AND PAYMENTS.

5.1 Invoices.

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

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

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





[financeinvoices@pinal.gov](mailto:financeinvoices@pinal.gov)

Pinal County Office of Budget & Finance

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

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

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

#### 14. CONTRACT ADMINISTRATION AND OPERATION.

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

| County                                                                              | Contractor                                                                        |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <b>Name:</b> Pinal County Office of Budget & Finance<br><b>Attn:</b> Kristen Grieco | <b>Name:</b> Michael Tamou<br>Tamou Law Group, PLLC                               |
| <b>Address:</b><br>PO Box 1348<br>Florence, AZ 85132                                | <b>Address:</b><br>3820 W. Happy Valley Rd., Suite #141-475<br>Glendale, AZ 85310 |
| <b>Title:</b> Procurement Officer                                                   | <b>Title:</b> Attorney/Firm Owner                                                 |
| <b>Email:</b> <a href="mailto:purchasing@pinal.gov">purchasing@pinal.gov</a>        | <b>Email:</b> <a href="mailto:mike@tamoulawgroup.com">mike@tamoulawgroup.com</a>  |

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

##### 14.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.

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

##### 14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.



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

14.6 Acceptance of Work.

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

14.7 Ownership of Intellectual Property.

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

(1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.

(2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

(1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;

(2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and

(3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. Developments Outside of Contract. Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

14.8 Subcontracts. The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.



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

and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.

- 14.16 Eligible Agencies. This contract shall be for the exclusive use of Pinal County.
- 14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.
- 14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 14.19 Work on County Premises.
- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
  - b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions





the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."

- 14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.
- 14.21 Israel Boycott Prohibited. 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 County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.
- 15.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:
- a. Extension of the term of the contract within the maximum aggregate term;
  - b. Revision to Procurement Officer appointment or contact information; or
  - c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

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

- 15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably



withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

## 16. RISKS AND LIABILITIES

16.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

16.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

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

a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

(1) Commercial General Liability (CGL). N/A

(2) Automobile Liability. N/A

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

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

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

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

- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers' compensation laws; and/or
- c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.
- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

16.4 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.

16.5 Force Majeure.

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

- 16.6 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

17. WARRANTIES

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

- d. Be fit for the intended purpose or use described in the contract.

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

17.3 Product Safety. N/A

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

17.5 Data Protection and Confidentiality of Records.

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



NOTE: For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.

NOTE: For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

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

## 18. COUNTY'S CONTRACTUAL REMEDIES

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

## 19. CONTRACT TERMINATION

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





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

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

- 19.6 Termination of Contract by Contractor. Contractor may terminate this contract by providing written Notice to the County. Such termination shall be effective after the completion of a notice period of thirty (30) calendar days ("Notice Period").
- a. Notice Period:



(1) The Notice Period Shall commence on the date of receipt of the written notice by the other party, as evidenced by a confirmation of receipt or any other reliable means of communication.

b. Termination Notice:

(1) The termination notice shall clearly state the intention to terminate this contract and specify the desired termination date, which should fall at least thirty (30) calendar days after the date of the notice.

(2) The termination notice shall be delivered in writing, either by registered mail, certified mail, courier service with tracking, or by mail.

c. Obligation during Notice Period:

(1) Upon receipt of the termination notice, both parties shall continue to fulfill their respective Obligation and responsibilities under this contract until the expiration of the Notice Period.

(2) Any outstanding payments, dues, or obligations arising from this contract shall remain in effect and shall be settled by both parties in accordance with the terms and conditions set forth in this contract.

d. Early Termination:

(1) In the event that the contractor terminates this contract before the expiration of the Notice Period without mutual agreement or justifiable cause, the terminating party shall be liable for any damages or losses incurred by the non-terminating party as a result of such early termination.

(2) The county reserves the right to pursue legal remedies for any breach of this contract due to an early termination by the contractor.

## 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

**MICHAEL TAMOU**  
3820 W. Happy Valley Rd., Suite #141-475  
Glendale, AZ 85310

BY: Mike Goodman  
(Name)

Chairman, Pinal County Board of Supervisors  
(Title)

\_\_\_\_\_  
(Signature)

DATE: April 24, 2024

BY: Michael Tamou  
(Name)

Owner  
(Title)

\_\_\_\_\_  
(Signature)

DATE: 4/4/24

Approved as to Legal Content:

 4/5/24  
Pinal County Attorney's Office (Date)

Exhibit A  
**Scope of Work**

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

Exhibit B  
**Compensation Schedule**

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To be included as a separate exhibit to the contract.

Exhibit C  
**Responder's Proposal**

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To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal.

**Contract 203026RFP**  
**Public Defense Services Office Attorney Services**

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Elizabeth Gonzalez of AJ Law Group, PLC , (Contractor), whose primary address is 16448 North 40<sup>th</sup> Street, Phoenix, AZ 85032.

1. **CONTRACT TERM.** The resultant contract term will commence upon award, and will run concurrent with the current term of the contract which continues through June 30, 2024, unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of two (2) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.
3. **CONTRACT TYPE.**

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

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

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



- c. For items indicated to be paid on a “lump sum” basis, Contractor shall request payment for the completed proportion of such items at least monthly.

3.2 Personnel-Related Expenses. The County will only reimburse for those items of personnel-related expense expressly indicated in the Scope of Work as a reimbursable item or that are included in the Compensation Schedule (SOW Exhibit A-2) or Court Appointment Policy (SOW Exhibit A-3), and it is agreed that the costs of all other such expenses applicable to its personnel and otherwise as required to carry out the work are adequately compensated in the contractual fee mark-up.

- a. For items to be paid on a “unit rate” basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is “at risk” for costs it incurs that are in excess of the extended value unless the County has issued a change order for the excess.
- b. For items to be paid on a “cost” basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to County’s travel policy, which is available at <http://www.pinalcountyz.gov/Purchasing/Pages/DoingBusiness.aspx>.
- c. For items to be paid on a “lump sum” basis, Contractor shall request payment for the applicable proportion of such items at least monthly.

#### 4. PRICING

4.1 Most Favored Customer Pricing. N/A

4.2 All-Inclusive Pricing. N/A

4.3 Price Reductions and Sales Promotions. N/A

4.4 Price Increase.

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

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

4.5 Delivery. N/A

4.6 Change Orders.

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

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

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

4.7 Travel.

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

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

5. INVOICING AND PAYMENTS.

5.1 Invoices.

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

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

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





## PINAL COUNTY

[financeinvoices@pinal.gov](mailto:financeinvoices@pinal.gov)

Pinal County Office of Budget & Finance

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

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

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

#### 14. CONTRACT ADMINISTRATION AND OPERATION.

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

| County                                                                              | Contractor                                                                       |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <b>Name:</b> Pinal County Office of Budget & Finance<br><b>Attn:</b> Kristen Grieco | <b>Name:</b> Elizabeth Gonzalez, Esq.<br>AJ Law Group, PLC                       |
| <b>Address:</b><br>PO Box 1348<br>Florence, AZ 85132                                | <b>Address:</b><br>16448 North 40 <sup>th</sup> Street<br>Phoenix, AZ 85032      |
| <b>Title:</b> Procurement Officer                                                   | <b>Title:</b> Managing Attorney                                                  |
| <b>Email:</b> <a href="mailto:purchasing@pinal.gov">purchasing@pinal.gov</a>        | <b>Email:</b> <a href="mailto:elizabeth@ajlawplc.com">elizabeth@ajlawplc.com</a> |

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

##### 14.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an “Electronic Ordering System”), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.

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

##### 14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.

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

14.6 Acceptance of Work.

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

14.7 Ownership of Intellectual Property.

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

(1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.

(2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

(1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;

(2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and

(3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. Developments Outside of Contract. Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

14.8 Subcontracts. The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.



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

and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.

- 14.16 Eligible Agencies. This contract shall be for the exclusive use of Pinal County.
- 14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.
- 14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 14.19 Work on County Premises.
- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
  - b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions





the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."

- 14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.
- 14.21 Israel Boycott Prohibited. 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 County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.
- 15.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:
- a. Extension of the term of the contract within the maximum aggregate term;
  - b. Revision to Procurement Officer appointment or contact information; or
  - c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

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

- 15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably



withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

## 16. RISKS AND LIABILITIES

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

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

- a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

(1) Commercial General Liability (CGL). N/A

(2) Automobile Liability. N/A

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

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

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

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

- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers' compensation laws; and/or
- c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.
- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

16.4 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.

#### 16.5 Force Majeure.

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

- 16.6 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

### 17. WARRANTIES

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

- d. Be fit for the intended purpose or use described in the contract.

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

17.3 Product Safety. N/A

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

17.5 Data Protection and Confidentiality of Records.

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



NOTE: For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.

NOTE: For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

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

## 18. COUNTY'S CONTRACTUAL REMEDIES

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

## 19. CONTRACT TERMINATION

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





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

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

- 19.6 Termination of Contract by Contractor. Contractor may terminate this contract by providing written Notice to the County. Such termination shall be effective after the completion of a notice period of thirty (30) calendar days ("Notice Period").
- a. Notice Period:



(1) The Notice Period Shall commence on the date of receipt of the written notice by the other party, as evidenced by a confirmation of receipt or any other reliable means of communication.

b. Termination Notice:

(1) The termination notice shall clearly state the intention to terminate this contract and specify the desired termination date, which should fall at least thirty (30) calendar days after the date of the notice.

(2) The termination notice shall be delivered in writing, either by registered mail, certified mail, courier service with tracking, or by mail.

c. Obligation during Notice Period:

(1) Upon receipt of the termination notice, both parties shall continue to fulfill their respective Obligation and responsibilities under this contract until the expiration of the Notice Period.

(2) Any outstanding payments, dues, or obligations arising from this contract shall remain in effect and shall be settled by both parties in accordance with the terms and conditions set forth in this contract.

d. Early Termination:

(1) In the event that the contractor terminates this contract before the expiration of the Notice Period without mutual agreement or justifiable cause, the terminating party shall be liable for any damages or losses incurred by the non-terminating party as a result of such early termination.

(2) The county reserves the right to pursue legal remedies for any breach of this contract due to an early termination by the contractor.

## 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**

**ELIZABETH GONZALEZ**  
**16448 North 40<sup>TH</sup> Street**  
**Phoenix, AZ 85032**

BY: Mike Goodman

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: April 24, 2024

BY: Elizabeth Gonzalez

(Name)

Managing Attorney

(Title)

(Signature)

DATE: 4/5/2024

Approved as to Legal Content:

Curtis [Signature] 4/5/24  
Pinal County Attorney's Office (Date)

Exhibit A  
Scope of Work

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To be included as a separate exhibit to the contract.

Exhibit B  
**Compensation Schedule**

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To be included as a separate exhibit to the contract.

Exhibit C  
**Responder's Proposal**

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To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal.



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors  
From: Eric Zander, Procurement Officer  
Date: April 24, 2024  
Re: Contract Award of RFP #243528 Trauma Counseling Services

Background

Request for Proposal 243528 was published to solicit proposals from qualified suppliers to provide Trauma Counseling Services for Countywide Departments

Selection Process

Two (2) proposals were received and opened on February 20, 2024, at 2:15 p.m., and both of the proposals were deemed responsive and responsible and were evaluated by a three-person committee. Proposals were scored on Capacity of the Responder, Cost, Method of Approach, References, Conformance to Terms and Conditions, and Statement of Work. A summary of the evaluation scores for each Responder is included in the attached Evaluation and Award Determination.

Responders:

Mindful Staffing Solutions, Inc.  
State 48 Consulting, LLC

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 #243528RFP to Mindful Staffing Solutions, Inc. and State 48 Consulting LLC. The term of the proposed contract is an initial one (1) year term beginning April 24, 2024 through April 23, 2025 with four (4) one-year optional extensions. The estimated cost to the County for the initial contract term is \$75,000.00

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 Eric Zander, Procurement Officer.

Respectfully submitted,

*Eric Zander*

Eric Zander, CSCP  
Procurement Officer  
(520) 866-6644  
Eric.Zander@pinal.gov

Attachment: Evaluation and Award Determination



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

April 24, 2024

**RFP 243528 Trauma Counseling Services**  
**Evaluation and Award Determination**

In accordance with the Pinal County Procurement Code, Mindful Staffing Solutions Inc. and State 48 Counseling LLC have been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

| Supplier                       | Total       | B - Conformance | C - Cost   | D-1 - Capacity of the Responder | D-2 - Method of Approach |
|--------------------------------|-------------|-----------------|------------|---------------------------------|--------------------------|
|                                | / 1,000 pts | / 150 pts       | / 200 pts  | / 400 pts                       | / 250 pts                |
| State 48 Counseling, LLC.      | 949.05 pts  | 150 pts         | 200 pts    | 373.33 pts                      | 225.71 pts               |
| Mindful Staffing Solutions Inc | 856.52 pts  | 150 pts         | 178.57 pts | 318.67 pts                      | 209.29 pts               |

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

Eric Zander  
Procurement Officer  
(520) 866-6644  
Eric.Zander @pinal.gov

# REQUEST FOR PROPOSAL

## Trauma Counseling Services

### 243528RFP

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#### Exhibit C: Draft Contract

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**Contract 243528RFP  
Trauma Counseling Services**

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Mindful Staffing Solutions Inc., whose primary address is 6365 Collins Av Miami Beach, FL 33141

1. **CONTRACT TERM.** The resultant contract term will commence upon contract execution, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.

3. **DEFINITIONS**

Standard definitions can be referenced within the Pinal County Procurement Code using the following link and will apply to the entire document: <https://www.pinal.gov/DocumentCenter/View/10326/Definitions-PDF>.

3.1. Peace Officer. is defined as set out in A.R.S. § 1-215

3.2. Public Safety Employee. An individual who is a member of the Public Safety Personnel Retirement System or the Corrections Officer Retirement Plan; or a probation officer, surveillance officer or juvenile detention officer.

4. **CONTRACT TYPE.**

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

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

## 5. PRICING

### 5.1 Most Favored Customer Pricing.

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

### 5.2 All-Inclusive Pricing.

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

### 5.3 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 to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered.

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

5.4 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.

6. INVOICING AND PAYMENTS.

5.1 Invoices.

The Contractor shall submit detailed, itemized monthly invoices **OR** 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:

Actual hours worked, personnel classification, the hourly rate, and the extended amount of fees being billed for all appropriate Contractor personnel:

- a. Supported by the Contractor's detailed time sheets which show hours and specific contract tasks worked by each person
- b. Actual hours shall be hours spent working on the assigned contract tasks. Travel time and travel expense to and from the Contractor's domicile or office to the Pinal County office shall not be billable
- c. Sales tax (if applicable)
- d. 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](mailto:financeinvoices@pinal.gov)

Pinal County Finance Department

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

- 5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:
- Charges or fees not delineated in the contract.
  - Materials or services that have not been authorized on a purchase order.
  - Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
  - Materials or services that are the subject of a contract amendment or change order that has not been fully signed.
- 5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.
- 5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.
- 5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.
- 5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
7. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
8. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.
9. 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.
10. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce

complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

- a. Written Contract Amendments
- b. Contract
- c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
- d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
- e. Contract Exhibit(s) C (i.e. Responder's Proposal Documents)
- f. Other Contract Exhibits
- g. Orders, in reverse chronological order

11. **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.

12. **SEVERABILITY.** Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.

13. **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.

14. **NO WAIVER.** Either party's failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.

15. **CONTRACT ADMINISTRATION AND OPERATION.**

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

| <b>County</b>                                                | <b>Contractor</b>                                         |
|--------------------------------------------------------------|-----------------------------------------------------------|
| <b>Name: Eric Zander</b>                                     | <b>Name: Mindful Staffing Solutions Inc.</b>              |
| <b>Address:<br/>31 North Pinal Street Florence, AZ 85132</b> | <b>Address: 6365 Collins Av<br/>Miami Beach, FL 33141</b> |
| <b>Title: Procurement Officer</b>                            | <b>Title: President</b>                                   |
| <b>Email: Purchasing@Pinal.gov</b>                           | <b>Email: tiffany@mindfulstaffingsolutions.com</b>        |



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

- 15.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an “Electronic Ordering System”), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.
- 15.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County’s demand, the choice of which being at the County’s discretion. For the purpose of this paragraph, “reasonable times” are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
- 15.4 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.
- 15.5 Acceptance of Work.
- a. **Materials.** The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor’s responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its

discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.

- b. Services. The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

#### 15.6 Ownership of Intellectual Property.

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

part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

- (1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;
- (2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and
- (3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. **Developments Outside of Contract.** Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

- 15.7 **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.
- 15.8 **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.
- 15.9 **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.
- 15.10 **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.





- 15.11 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.
- 15.12 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.
- 15.13 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 15.14 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.
- 15.15 Eligible Agencies.

This contract shall be for the exclusive use of Pinal County.

- 15.16 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.

- 15.17 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.
- 15.18 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."
- 15.19 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.
- 15.20 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.

- 15.21 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.

#### 16. CONTRACT CHANGES.

- 16.1 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.
- 16.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:
- a. Extension of the term of the contract within the maximum aggregate term;
  - b. Revision to Procurement Officer appointment or contact information; or
  - c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

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

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

## 17. RISKS AND LIABILITIES

- 17.1 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.
- 17.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

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

- a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

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

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

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

(2) 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.

(4) Professional Errors and Omissions Liability. Coverage shall be for minimum amounts of \$1,000,000 per claim and \$2,000,000 annual aggregate.

(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. A copy of such policy or certificate evidencing the policy shall be provided to District upon written notice.

(6) Technology or Cyber Liability. Technology or Cyber Liability insurance with a minimum of \$1,000,000 per claim and \$2,000,000 aggregate. 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.

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 self insurance or insurance carried by the County, its agents, officials, or employees.

(2) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this contract.

c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.



- d. **Acceptability of Insurers.** Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- e. **Verification of Coverage.** Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Contractor’s work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County’s right to insist on strict fulfillment of Contractor’s obligations under this Contract.
- f. **Subcontractors.** All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.
- g. **Approval and Modifications.** The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

17.3 **Basic Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers’ compensation laws; and/or
- c. Arise out of a Contractor indemnitor’s failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees’ own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly



Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.

- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

17.4 Public Health Information Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District and its directors, officers, subcontractors, employees, affiliates, agents, and representatives from and against any and all third party liabilities ("Indemnitees"), costs, claims, suits, actions, proceedings, demands, losses and liabilities of any kind, including but not limited to, personal injury or property damage, loss or injury, including death, violations of HIPAA (including court costs and reasonable attorneys' fees) brought by a third party, arising from or relating to the acts or omissions of Contractor or any of its directors, officers, subcontractors, employees, affiliates, agents, and representatives in connection with the Contractor's performance under this Agreement or Service Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement. The indemnification provisions of this Section shall survive the termination of this Agreement.

17.5 Force Majeure.

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



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

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

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

- 17.8 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>

- 17.9 **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.
- 17.10 **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.
- 17.11 **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.

- 17.12 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

## 18. COUNTY’S CONTRACTUAL REMEDIES

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

## 19. CONTRACT TERMINATION

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

- b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;
- c. Make satisfactory progress in carrying out the work; or
- d. Failure to conduct business in an ethical or legal manner.

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

## 20. CONTRACT CLAIMS

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



## PINAL COUNTY

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

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

**PINAL COUNTY**  
**31 N. Pinal Street**  
**Florence, AZ 85132**

**Mindful Staffing Solutions, Inc.**  
**6365 Collins Av**  
**Miami Beach, FL 33141**

BY: \_\_\_\_\_  
Mike Goodman

BY: Tiffany Kumar  
Tiffany Kumar

\_\_\_\_\_  
Chairman, Pinal County Board of Supervisors

President, Om Worldwide Inc. D.B.A. Mindful Staffing Solutions  
President

\_\_\_\_\_  
(Signature)

  
(Signature)

DATE: \_\_\_\_\_

DATE: 03/17/2024

Approved as to Legal Content:

  
Pinal County Attorney's Office

3/19/24  
(Date)

Exhibit A  
**Scope of Work**

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

Exhibit B  
Contract Pricing

---

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

Exhibit C  
**Responder's Proposal**

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



# REQUEST FOR PROPOSAL

## Trauma Counseling Services

### 243528RFP

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#### Exhibit C: Draft Contract

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## Contract 243528RFP Trauma Counseling Services

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and State 48 Counseling, LLC whose primary address is 6426 E McDowell Rd. Mesa, AZ 85215

1. **CONTRACT TERM.** The resultant contract term will commence upon contract execution, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.

3. **DEFINITIONS**

Standard definitions can be referenced within the Pinal County Procurement Code using the following link and will apply to the entire document: <https://www.pinal.gov/DocumentCenter/View/10326/Definitions-PDF>.

3.1. Peace Officer. is defined as set out in A.R.S. § 1-215

3.2. Public Safety Employee. An individual who is a member of the Public Safety Personnel Retirement System or the Corrections Officer Retirement Plan; or a probation officer, surveillance officer or juvenile detention officer.

4. **CONTRACT TYPE.**

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

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

## 5. PRICING

### 5.1 Most Favored Customer Pricing.

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

### 5.2 All-Inclusive Pricing.

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

### 5.3 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 to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered.

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

#### 5.4 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.

### 6. INVOICING AND PAYMENTS.

#### 5.1 Invoices.

The Contractor shall submit detailed, itemized monthly invoices **OR** 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:

Actual hours worked, personnel classification, the hourly rate, and the extended amount of fees being billed for all appropriate Contractor personnel:

- a. Supported by the Contractor's detailed time sheets which show hours and specific contract tasks worked by each person
- b. Actual hours shall be hours spent working on the assigned contract tasks. Travel time and travel expense to and from the Contractor's domicile or office to the Pinal County office shall not be billable
- c. Sales tax (if applicable)
- d. 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](mailto:financeinvoices@pinal.gov)

Pinal County Finance Department

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

- 5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:
- Charges or fees not delineated in the contract.
  - Materials or services that have not been authorized on a purchase order.
  - Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
  - Materials or services that are the subject of a contract amendment or change order that has not been fully signed.
- 5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.
- 5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.
- 5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.
- 5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
7. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
8. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.
9. 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.
10. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and

their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

- a. Written Contract Amendments
- b. Contract
- c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
- d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
- e. Contract Exhibit(s) C (i.e. Responder's Proposal Documents)
- f. Other Contract Exhibits
- g. Orders, in reverse chronological order

11. **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.

12. **SEVERABILITY.** Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.

13. **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.

14. **NO WAIVER.** Either party's failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.

15. **CONTRACT ADMINISTRATION AND OPERATION.**

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

| County                                                       | Contractor                                             |
|--------------------------------------------------------------|--------------------------------------------------------|
| <b>Name: Eric Zander</b>                                     | <b>Name: State 48 Counseling LLC</b>                   |
| <b>Address:<br/>31 North Pinal Street Florence, AZ 85132</b> | <b>Address:<br/>6426 E McDowell Rd. Mesa, AZ 85215</b> |
| <b>Title: Procurement Officer</b>                            | <b>Title: Owner</b>                                    |
| <b>Email: Purchasing@Pinal.gov</b>                           | <b>Email: Amy@state48counseling.com</b>                |

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



- 15.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an “Electronic Ordering System”), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.
- 15.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County’s demand, the choice of which being at the County’s discretion. For the purpose of this paragraph, “reasonable times” are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
- 15.4 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.
- 15.5 Acceptance of Work.
- a. **Materials.** The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor’s responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.

- b. Services. The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

#### 15.6 Ownership of Intellectual Property.

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



- (1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;
- (2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and
- (3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. **Developments Outside of Contract.** Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

- 15.7 **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.
- 15.8 **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.
- 15.9 **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.
- 15.10 **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.



- 15.11 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.
- 15.12 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.
- 15.13 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 15.14 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.
- 15.15 Eligible Agencies.
- This contract shall be for the exclusive use of Pinal County.
- 15.16 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.

- 15.17 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.
- 15.18 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."
- 15.19 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.
- 15.20 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.



- 15.21 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.

16. CONTRACT CHANGES.

- 16.1 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.
- 16.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:
- a. Extension of the term of the contract within the maximum aggregate term;
  - b. Revision to Procurement Officer appointment or contact information; or
  - c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

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

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

## 17. RISKS AND LIABILITIES

- 17.1 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.
- 17.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

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

- a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

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

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

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

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

| Workers' Compensation<br>Employer's Liability | Statutory   |
|-----------------------------------------------|-------------|
| 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.

(4) Professional Errors and Omissions Liability. Coverage shall be for minimum amounts of \$1,000,000 per claim and \$2,000,000 annual aggregate.

(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. A copy of such policy or certificate evidencing the policy shall be provided to District upon written notice.

(6) Technology or Cyber Liability. Technology or Cyber Liability insurance with a minimum of \$1,000,000 per claim and \$2,000,000 aggregate. 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.

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 self insurance or insurance carried by the County, its agents, officials, or employees.

(2) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this contract.

c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.

d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may

be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- e. **Verification of Coverage.** Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Contractor’s work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County’s right to insist on strict fulfillment of Contractor’s obligations under this Contract.
- f. **Subcontractors.** All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.
- g. **Approval and Modifications.** The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

17.3 **Basic Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers’ compensation laws; and/or
- c. Arise out of a Contractor indemnitor’s failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees’ own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee,



Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.

- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

17.4 Public Health Information Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District and its directors, officers, subcontractors, employees, affiliates, agents, and representatives from and against any and all third party liabilities ("Indemnitees"), costs, claims, suits, actions, proceedings, demands, losses and liabilities of any kind, including but not limited to, personal injury or property damage, loss or injury, including death, violations of HIPAA (including court costs and reasonable attorneys' fees) brought by a third party, arising from or relating to the acts or omissions of Contractor or any of its directors, officers, subcontractors, employees, affiliates, agents, and representatives in connection with the Contractor's performance under this Agreement or Service Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement. The indemnification provisions of this Section shall survive the termination of this Agreement.

17.5 Force Majeure.

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





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

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

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

17.8 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>

- 17.9 **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.
- 17.10 **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.
- 17.11 **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.

- 17.12 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

## 18. COUNTY’S CONTRACTUAL REMEDIES

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

## 19. CONTRACT TERMINATION

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

- c. Make satisfactory progress in carrying out the work; or
- d. Failure to conduct business in an ethical or legal manner.

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

## 20. CONTRACT CLAIMS

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



PINAL COUNTY

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

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

PINAL COUNTY  
31 N. Pinal Street  
Florence, AZ 85132

State 48 Counseling LLC  
6426 E McDowell Rd.  
Mesa, AZ 85215

BY: \_\_\_\_\_  
Mike Goodman

BY: \_\_\_\_\_  
Amy Campbell

\_\_\_\_\_  
Chairman, Pinal County Board of Supervisors

\_\_\_\_\_  
Owner

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_

DATE: 03/18/2024

Approved as to Legal Content:

\_\_\_\_\_  
Pinal County Attorney's Office

3/19/24  
(Date)

Exhibit A  
**Scope of Work**

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

Exhibit B  
Contract Pricing

---

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



Exhibit C  
**Responder's Proposal**

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



To: Pinal County Board of Supervisors  
From: Lorina Gillette, Procurement Officer  
Date: April 24, 2024  
Re: Contract Award of RFP #243729 Adult and Dislocated Worker Service Provider

### Background

Request for Proposal 243729 was published to solicit proposals from qualified suppliers to provide adult and dislocated worker services for the Economic Development Department, Workforce Development Division.

### Selection Process

Five proposals were received and opened on January 17, 2024, at 2:05 p.m. All five proposals were deemed responsive and responsible and were evaluated by a four-person committee. Proposals were scored on Capacity of the Responder, Method of Approach, Budget, Conformance to Terms and Conditions, and Statement of Work. Two companies were asked to provide presentations that were also scored by the evaluation committee. A summary of the evaluation scores for each Responder is included in the attached Evaluation and Award Determination.

### Responders:

Arbor E&T, LLC dba Equus Workforce Solutions  
Career Team  
Eckerd Connects  
Journey Victory  
Pinal County Community College District

### 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 243729 Adult and Dislocated Worker Services to Eckerd Connects. The term of the proposed contract is an initial one (1) year term beginning July 1, 2024 through June 30, 2025 with four (4) one-year optional extensions. The estimated cost to the County for the initial contract term is \$1,153,000.00.

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.



Respectfully submitted,

*Lorina Gillette*

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

Attachment: Evaluation and Award Determination



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

April 24, 2024

**RFP 243729 Adult and Dislocated Worker Service Provider  
Evaluation and Award Determination**

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

**Score Tabulation**

|                                              | Total          | Capacity of Responder | Method of Approach | Cost      | Conformance | Presentation |
|----------------------------------------------|----------------|-----------------------|--------------------|-----------|-------------|--------------|
| Supplier                                     | / 1,250.00 pts | / 250 pts             | / 450 pts          | / 200 pts | / 100 pts   | / 250 pts    |
| Eckerd Connects                              | 1,111.27       | 205                   | 400                | 193.77    | 100         | 212.5        |
| Arbor E&T, LLC dba Equus Workforce Solutions | 1,049.71       | 219.5                 | 418.25             | 161.96    | 100         | 150          |
| Pinal County Community College District      | 889.63         | 204.25                | 403                | 182.38    | 100         |              |
| Career Team                                  | 862.47         | 205.5                 | 396.75             | 160.22    | 100         |              |
| Journey Victory                              | 628.04         | 81.5                  | 288                | 158.54    | 100         |              |

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 243729RFP**  
**Adult and Dislocated Worker Service Provider**

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 Eckerd Youth Alternatives, Inc., (Contractor), whose primary address is 100 N. Starcrest Drive, Clearwater, FL 33765.

1. **CONTRACT TERM.** The resultant contract term will commence on July 1 2024, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.
3. **CONTRACT TYPE.**

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

- 3.1 Site Services, Logistics, and Utilities. The Contractor shall provide those items of site services, logistics and utilities that are assigned to them in the Scope of Work. The Contractor shall provide all services, equipment, tools, and logistics necessary for its personnel and otherwise as required to carry out the work, and compensation for all those is deemed to be included in the contractual fee mark-up.
  - a. For items indicated to be paid on a "unit rate" basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is "at risk" for costs it incurs that are in excess of the extended value unless the County has issued a change order for the excess).
  - b. For items indicated to be paid on a "cost" basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices and timesheets (if applicable).
  - c. For items indicated to be paid on a "lump sum" basis, Contractor shall request payment for the completed proportion of such items at least monthly.
- 3.2 Personnel-Related Expenses. The County will only reimburse for those items of personnel-related expense expressly indicated in the Scope of Work as a reimbursable item, and it is agreed that the costs of all other such expenses applicable to its personnel and otherwise as required to carry out the work are adequately compensated in the contractual fee mark-up.



- a. For items to be paid on a “unit rate” basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is “at risk” for costs it incurs that are in excess of the extended value unless the County has issued a change order for the excess.
- b. For items to be paid on a “cost” basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to County’s travel policy, which is available at <https://www.pinal.gov/178/Doing-Business-with-Pinal-County> .
- c. For items to be paid on a “lump sum” basis, Contractor shall request payment for the applicable proportion of such items at least monthly.

#### 4. PRICING

##### 4.1 Most Favored Customer Pricing.

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

##### 4.2 All-Inclusive Pricing.

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

##### 4.3 Price Reductions and Sales Promotions.

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

##### 4.4 Price Increase.

The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered. There is no guarantee the County will accept the price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Contract.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted sixty (60) 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. Requests for price increases must be supported by appropriate documentation. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.

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

4.6 Change Orders.

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

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

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

4.7 Travel.

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

Contractor shall itemize all per diem and lodging charges. The County's travel policy may be located at <https://www.pinal.gov/178/Doing-Business-with-Pinal-County> . The County shall reject any claim for travel reimbursement without prior written approval.

5. INVOICING AND PAYMENTS.

5.1 Invoices.

The Contractor shall submit detailed, itemized invoice(s) before payment(s) can be made. Invoices are due by the 15<sup>th</sup> of each month. 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. Reporting period represented by the invoice
- h. Request in which allocation is drawing from. For example, PY/FY allocation.
- i. Backup AZDES Accrued Expenditure and Cash Report for Adult and Dislocated Worker (RFP Attachment A-5)

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](mailto:financeinvoices@pinal.gov)

Pinal County Finance Department

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

5.2 No Invoice Without Authorization. Contractor shall not seek payment for any:

- a. Charges or fees not delineated in the contract.
- b. Materials or services that have not been authorized on a purchase order.
- c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
- d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

5.3 Timeliness of Invoice. Pursuant to A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.

5.4 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.

5.5 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identification number indicated on the accepted offer.

5.6 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.

5.7 Availability of Funds. Pursuant to A.R.S. §§ 35-154 and 42-17106, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds



are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.

6. **ARIZONA LAW.** This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
7. **IMPLIED LAW.** Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.
8. **PUBLIC RECORD.** This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County
9. **CONTRACT ORDER OF PRECEDENCE.** All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.
  - a. Written Contract Amendments
  - b. Contract
  - c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
  - d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
  - e. Contract Exhibit(s) C (i.e. Responder's Proposal Documents)
  - f. Other Contract Exhibits
  - g. Orders, in reverse chronological order
10. **RELATIONSHIP OF THE PARTIES.** The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.
11. **SEVERABILITY.** Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.

12. **NO PAROL EVIDENCE.** The contract, including any documents incorporated into the contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.
13. **NO WAIVER.** Either party's failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition. One or more waivers by a party of any term, covenant, condition, right, or duty in the contract shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty. A waiver is only effective if it is in writing and signed by the party granting it.
14. **CONTRACT ADMINISTRATION AND OPERATION.**

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

| <b>County</b>                                                         | <b>Contractor</b>                                             |
|-----------------------------------------------------------------------|---------------------------------------------------------------|
| Name: Lorina Gillette                                                 | Name: Dannielle Brun                                          |
| Address: 31 N Pinal St, Bldg A<br>PO Box 1348<br>Florence, AZ 85132   | Address: 100 N. Starcrest Drive<br>Clearwater, FL 33765       |
| Title: Procurement Officer                                            | Title: Director                                               |
| Email: <a href="mailto:Purchasing@Pinal.gov">Purchasing@Pinal.gov</a> | Email: <a href="mailto:dbrun@eckerd.org">dbrun@eckerd.org</a> |

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

- 14.2 **Click-Through Terms and Conditions.** If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.
- 14.3 **Books and Records.** Pursuant to A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Pursuant to A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance*



*under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

- 14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.
- 14.5 Inspection and Testing. Pursuant to A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor's or Subcontractors' plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are to be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.
- 14.6 Acceptance of Work.
- a. **Materials.** The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.
  - b. **Services.** The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion,

withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

**14.7 Ownership of Intellectual Property.**

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

(3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. **Developments Outside of Contract.** Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

- 14.8 **Subcontracts.** The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.
- 14.9 **Non-Discrimination.** Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.
- 14.10 **E-Verify Requirements.** As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 14.11 **Offshore Performance of Certain Work Prohibited.** Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.
- 14.12 **Estimated Quantities.** Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.
- 14.13 **Non-Exclusivity.** This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another



source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.

- 14.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.
- 14.16 Eligible Agencies. This contract shall be for the exclusive use of Pinal County.
- 14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.
- 14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the

County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

**14.19 Work on County Premises.**

- a. **Compliance with Rules.** Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
- b. **Protection of Facilities and Grounds.** Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 18.5 "Right to Offset."

**14.20 Advertising, Publishing, and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.

**14.21 Israel Boycott Prohibited.** Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**14.22 Use of Forced Labor of Ethnic Uyghurs Prohibited.** Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People's Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the contract will terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the contract terminates on the contract termination date.

**15. CONTRACT CHANGES.**





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

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

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

## 16. RISKS AND LIABILITIES

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

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The County in no way warrants that the minimum limits



contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

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

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract.

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

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

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract.

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.

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

- f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.
- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers' compensation laws; and/or
- c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for and on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.
- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

16.4 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.

16.5 Force Majeure.

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

16.6 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

17. WARRANTIES

- 17.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.
- 17.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:
  - a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;

- b. Be free from defects of material and workmanship;
- c. Conform to or perform in a manner consistent with current industry standards; and
- d. Be fit for the intended purpose or use described in the contract.

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

- 17.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.
- 17.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.
- 17.5 Data Protection and Confidentiality of Records.
- a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:
    - (1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
    - (2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.
  - b. Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the



general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and “protect” means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.)

NOTE: For convenience of reference only, the OMB memorandum is available at:

[https://osec.doc.gov/opog/privacy/Memorandums/OMB\\_M-17-12.pdf](https://osec.doc.gov/opog/privacy/Memorandums/OMB_M-17-12.pdf).

NOTE: For convenience of reference only, the GSA directive is available at:

<https://www.gsa.gov/directives-library/gsa-rules-of-behavior-for-handling-personally-identifiable-information-pii-2>.

- 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 45 CFR 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 45 CFR Part 160 Subpart B or the Employee Retirement Income Security Act of 1974 (“ERISA”) as amended; and (iii) the County’s current and published PHI/ePHI privacy and security policies and procedures;
    - (2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular “Business Associate Agreements” in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at:  
<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>
- 17.6 Intellectual Property. Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 17.7 Compliance with Applicable Laws, Licensing and Permits. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 17.8 Lobbying. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR Part 34 and A.R.S. §§ 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used



for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include “anti-lobbying” provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County’s benefit or on the County’s behalf.

- 17.9 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

## 18. COUNTY’S CONTRACTUAL REMEDIES

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

## 19. CONTRACT TERMINATION

- 19.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be





effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

- 19.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.
- 19.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred or otherwise excluded. If Contractor subsequently becomes suspended or debarred or otherwise excluded, it shall notify the Procurement Officer immediately.
- 19.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.
- 19.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:
- a. Comply with any requirement, term, or condition of the contract;
  - b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;
  - c. Make satisfactory progress in carrying out the work; or
  - d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all



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

## 20. CONTRACT CLAIMS

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



## PINAL COUNTY

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

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

**PINAL COUNTY**  
**31 N. Pinal Street**  
**Florence, AZ 85132**

**ECKERD YOUTH ALTERNATIVES, INC.**  
**100 Starcrest Drive**  
**Clearwater, FL 33765**

BY: Mike Goodman  
(Name)

BY: David Dennis  
(Name)

Chairman  
(Title)

Chief Executive Officer  
(Title)

(Signature)

  
(Signature)

DATE: April 24, 2024

DATE: 3/28/2024

Approved as to Legal Content:



Pinal County Attorney's Office

4/3/24

(Date)

Exhibit A  
**Scope of Work**

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

Exhibit B  
Contract Pricing

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

Exhibit C  
**Responder's Proposal**

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



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Eric Zander, Procurement Officer

Date: April 24, 2024

Re: Contract Amendment for RFP #170423 Inmate Video Visitation

It is requested the Board approve a contract term extension with Securus who provides Inmate Video Visitation services for the Pinal County Sheriff's Office Department.

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

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

Respectfully submitted,

*Eric Zander*

Eric Zander CSCP  
Procurement Officer  
(520) 866-6644  
Eric.Zander@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: 170423RFP**  
**Amendment #7**  
Procurement Officer: Eric Zander  
Eric.Zander@pinal.gov

### Video Visitation

Contractor Name: **Securus Technologies, LLC.**

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

1. The term of this Contract is hereby extended from April 30, 2024 to July 30, 2024 exercising the option of one (1) three month extension.

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.

Contractor hereby acknowledges receipt and understanding of the above amendment.

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

BY: Kevin Elder  
(Name)

BY: Mike Goodman  
(Name)

President

Chairman, Pinal County Board of Supervisors

(Title)

  
(Signature)

(Signature)

Securus Technologies, LLC  
(Contractor Name)

DATE: April 24, 2024

DATE: 3/27/2024





**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Eric Zander, Procurement Officer

Date: April 24, 2024

Re: Contract Amendment for RFP #170223 Inmate Telephone Services

It is requested the Board approve a contract term extension with Securus who provides Inmate Telephone Services for the Pinal County Sheriff's Office Department.

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

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

Respectfully submitted,

*Eric Zander*

Eric Zander  
Procurement Officer  
(520) 866-6644  
Eric.Zander@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: 170223RFP**  
**Amendment #8**  
Procurement Officer: Eric Zander  
Eric.Zander@pinal.gov

### Inmate Telephone Services

Contractor Name: **Securus Technologies, LLC.**

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

1. The term of this Contract is hereby extended from April 30, 2024 to July 30, 2024 exercising the option of one (1) three month extension.

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.

Contractor hereby acknowledges receipt and understanding of the above amendment.

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

BY: Kevin Elder  
(Name)

BY: Mike Goodman  
(Name)

President  
(Title)

Chairman, Pinal County Board of Supervisors  
(Title)

  
(Signature)

(Signature)

Securus Technologies, LLC  
(Contractor Name)

DATE: April 24, 2024

3/27/2024





**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Eric Zander, Procurement Officer

Date: April 24, 2024

Re: Contract Amendment for RFP #170322 Inmate Tablet Program

It is requested the Board approve a contract term extension with Securus who provides Inmate Tablet Program Services for the Pinal County Sheriff's Office.

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

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

Respectfully submitted,

*Eric Zander*

Eric Zander CSCP  
Procurement Officer  
(520) 866-6644  
Eric.Zander@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: 170322RFP**  
**Amendment #7**  
Procurement Officer: Eric Zander  
Eric.Zander@pinal.gov

### Inmate Tablet Program

Contractor Name: **Securus Technologies, LLC.**

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

1. The term of this Contract is hereby extended from April 30, 2024 to July 30, 2024 exercising the option of one (1) three month extension.

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.

Contractor hereby acknowledges receipt and understanding of the above amendment.

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

BY: Kevin Elder  
(Name)

BY: Mike Goodman  
(Name)

President  
(Title)

Chairman, Pinal County Board of Supervisors  
(Title)

  
(Signature)

(Signature)

Securus Technologies, LLC  
(Contractor Name)

DATE: April 24, 2024

DATE: 3/27/2024





**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Lorina Gillette, Procurement Officer

Date: April 24, 2024

Re: Contract Amendment for ROQ #202523 San Tan Valley Area Drainage Master Plan

It is requested the Board approve a contract term extension with Entellus, Inc. who is providing a drainage master plan for the San Tan Valley area for the Development Services, Public Works division.

This amendment will extend the contract through March 31, 2025.

The Board is also asked to approve an update to the Phase 2 pricing as outlined in the updated Phase 2 pricing sheet.

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,

*Lorina Gillette*

Lorina Gillette, CPPB  
Procurement Officer  
(520) 866-6262  
Lorina.Gillette@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: 202523ROQ**  
**Amendment #1**  
Procurement Officer: Lorina Gillette  
Lorina.Gillette@pinal.gov

### San Tan Valley Area Drainage Master Plan

Contractor Name: **Entellus, Inc.**

Pursuant to Paragraph 4 (Contract Modifications), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Commencement and Completion Dates), the term of this Contract is hereby extended to March 31, 2025.
2. Modified Phase 2 Pricing. Phase 2 Pricing is modified and superseded in its entirety by the attached Phase 2 Pricing.

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.

Contractor hereby acknowledges receipt and understanding of the above amendment.

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

BY: Ryan Sauer  
(Name)

BY: Mike Goodman  
(Name)

Project Manager  
(Title)

Chairman, Pinal County Board of Supervisors  
(Title)

(Signature)

(Signature)

Entellus, Inc.  
(Contractor Name)

DATE: \_\_\_\_\_

DATE: 4/3/2024

## Entellus - Phase 2

Pinal County Project No. 60684263  
Pinal County Contract No. 202523ROQ  
Entellus Proj # 860.038  
3/13/2024

Pinal County  
San Tan Valley Area Drainage Master Plan

### PROJECT HOURS AND FEES

| PHASE | WORK ITEM DESCRIPTION                                    | Project Principal<br>\$ 295.68 | Sr Prj Manager<br>\$ 230.76 | Project Engineer<br>\$ 132.72 | EIT<br>\$ 111.36 | GIS Tech<br>\$ 101.76 | GIS Analyst<br>\$ 125.28 | GIS Manager<br>\$ 180.30 | Marketing Team<br>\$ 177.39 | Admin<br>\$ 94.53 | Total Hours | Total Amount |
|-------|----------------------------------------------------------|--------------------------------|-----------------------------|-------------------------------|------------------|-----------------------|--------------------------|--------------------------|-----------------------------|-------------------|-------------|--------------|
| 1     | Project Management and Meetings                          | 0                              | 36                          | 0                             | 0                | 0                     | 0                        | 0                        | 0                           | 6                 | 42          | \$ 8,874.54  |
|       | 1.1 Project Coord and Admin (4hrs/mth x 9 mths)          |                                | 36                          |                               |                  |                       |                          |                          |                             | 6                 | 42          | \$ 8,874.54  |
|       | 1.2 Coordination Meetings (12 meetings)                  |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
| 2     | Data Collection                                          | 0                              | 0                           | 0                             | 0                | 0                     | 0                        | 0                        | 0                           | 0                 | 0           | \$ -         |
|       | 2.1 Existing Studies and Reports                         |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 2.2 GIS Data                                             |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 2.3 Historical Flood Photos                              |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 2.4 Additional Data                                      |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 2.5 Maintenance Personnel Discussions                    |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 2.6 Field Reconnaissance                                 |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 2.7 Data Collection Report                               |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
| 3     | Mapping                                                  | 0                              | 0                           | 0                             | 0                | 0                     | 0                        | 0                        | 0                           | 0                 | 0           | \$ -         |
|       | 3.1 Orthophotos                                          |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 3.2 Aerial Ground Control                                |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 3.3 <b>Planimetric Data</b>                              |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 3.3a Building Footprints                                 |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 3.3b Walls                                               |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 3.4 Land use / Friction Losses                           |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 3.5 LiDAR Topographic Mapping                            |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
| 4     | Hydrologic Modeling                                      | 0                              | 0                           | 0                             | 0                | 0                     | 0                        | 0                        | 0                           | 0                 | 0           | \$ -         |
|       | 4.1 Rainfall Hyetograph Development                      |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 4.2 Queen Creek Watershed Hydrology                      |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 4.3 HEC-RAS Pilot Study                                  |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
| 5     | Existing Conditions HEC-RAS Modeling                     | 0                              | 0                           | 0                             | 0                | 0                     | 0                        | 0                        | 0                           | 0                 | 0           | \$ -         |
|       | 5.1 Model Storm Events                                   |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 5.2 Delineation of the Model Area                        |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 5.3 Modeling Grid                                        |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 5.4 Modeling Breaklines                                  |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 5.5 Terrain Development                                  |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 5.6 Precipitation                                        |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 5.7 Infiltration Losses                                  |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 5.8 Culvert Modeling                                     |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 5.9 Wall Failure                                         |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 5.10 HEC-RAS Model Development                           |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 5.11 Existing Conditions Hydrology and Hydraulics Report |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
| 6     | Flood Hazard Analysis                                    | 0                              | 0                           | 0                             | 0                | 0                     | 0                        | 0                        | 0                           | 0                 | 0           | \$ -         |
|       | 6.1 Existing Hazard Identification                       |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 6.2 Existing Drainage System Adequacy                    |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 6.3 Flood Inundation Mapping                             |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |
|       | 6.4 <b>Future Conditions Modeling</b>                    |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -         |

## Entellus - Phase 2

Pinal County Project No. 60684263  
Pinal County Contract No. 202523ROQ  
Entellus Proj # 860.038  
3/13/2024

Pinal County  
San Tan Valley Area Drainage Master Plan

### PROJECT HOURS AND FEES

| PHASE | WORK ITEM DESCRIPTION                                     | Project Principal<br>\$ 295.68 | Sr Prj Manager<br>\$ 230.76 | Project Engineer<br>\$ 132.72 | EIT<br>\$ 111.36 | GIS Tech<br>\$ 101.76 | GIS Analyst<br>\$ 125.28 | GIS Manager<br>\$ 180.30 | Marketing Team<br>\$ 177.39 | Admin<br>\$ 94.53 | Total Hours | Total Amount  |
|-------|-----------------------------------------------------------|--------------------------------|-----------------------------|-------------------------------|------------------|-----------------------|--------------------------|--------------------------|-----------------------------|-------------------|-------------|---------------|
|       | 6.4a Future Conditions Retention                          |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -          |
|       | 6.4b Future Conditions Terrain Modifications              |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -          |
|       | 6.4c Future Conditions Hydraulic Modeling                 |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -          |
|       | 6.4d Existing and Future Conditions Model Comparison      |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -          |
|       | 6.5 Flood Hazard Analysis Report                          |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -          |
| 7     | <b>Flood Mitigation Study</b>                             | 26                             | 196                         | 176                           | 622              | 154                   | 335                      | 4                        | 8                           | 6                 | 1527        | \$ 205,888.62 |
|       | <b>7.1 Alternatives Brainstorming</b>                     |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -          |
|       | 7.1a Seed Ideas                                           |                                | 12                          |                               | 24               |                       | 16                       |                          |                             |                   | 52          | \$ 7,446.24   |
|       | 7.1b Alternatives Brainstorming Session with County       | 6                              | 8                           |                               | 8                | 8                     | 16                       |                          |                             |                   | 46          | \$ 7,329.60   |
|       | 7.1c Alternatives Brainstorming Session with Stakeholders | 6                              | 8                           |                               | 4                | 4                     | 12                       |                          |                             |                   | 34          | \$ 5,976.00   |
|       | 7.1d Alternative Brainstorming Idea Consolidation         |                                | 16                          |                               | 24               |                       | 16                       |                          |                             |                   | 56          | \$ 8,369.28   |
|       | 7.1e County Supervisor Meeting                            | 2                              | 6                           |                               | 4                |                       | 6                        |                          |                             |                   | 18          | \$ 3,173.04   |
|       | <b>7.2 Alternatives Formulation</b>                       |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -          |
|       | 7.2a Initial Brainstorming Idea Assessment                | 2                              | 16                          | 20                            | 120              |                       | 24                       |                          |                             |                   | 182         | \$ 23,307.84  |
|       | 7.2b LID / GI Solutions                                   |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -          |
|       | 7.2c Preliminary Mitigation Solutions and Sizing          |                                | 12                          |                               | 50               | 40                    | 25                       |                          |                             |                   | 127         | \$ 15,539.52  |
|       | <b>7.3 Alternatives Analysis</b>                          |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -          |
|       | 7.3a Selection Criteria                                   |                                | 2                           |                               | 8                |                       |                          |                          |                             |                   | 10          | \$ 1,352.40   |
|       | 7.3b Alternative Analysis Modeling                        |                                | 24                          | 40                            | 120              |                       | 120                      |                          |                             |                   | 304         | \$ 39,243.84  |
|       | 7.3c Opinion of Probable Cost                             | 2                              | 8                           | 16                            | 60               |                       | 24                       |                          |                             |                   | 110         | \$ 14,249.28  |
|       | 7.3d Alternatives Rating                                  | 2                              | 12                          | 16                            | 40               |                       |                          |                          |                             |                   | 70          | \$ 9,938.40   |
|       | 7.3e Alternative Narratives                               |                                | 8                           | 8                             | 8                |                       | 24                       |                          |                             |                   | 48          | \$ 6,805.44   |
|       | 7.3f Recommended Alternative Modeling                     |                                | 16                          | 32                            | 40               |                       | 24                       |                          |                             |                   | 112         | \$ 15,400.32  |
|       | <b>7.4 Flood Mitigation Study Deliverables</b>            |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -          |
|       | 7.4a Concept Level Maps                                   | 2                              | 16                          | 8                             | 16               | 48                    | 6                        | 2                        |                             |                   | 98          | \$ 13,123.80  |
|       | 7.4b Alternative Development Report                       | 2                              | 24                          | 20                            | 80               | 40                    | 20                       | 2                        |                             | 6                 | 194         | \$ 25,196.58  |
|       | 7.4c Executive Summary Report                             | 2                              | 8                           | 16                            | 16               | 14                    | 2                        |                          | 8                           |                   | 66          | \$ 9,437.04   |
|       |                                                           |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -          |
| 8     | <b>Stakeholder Involvement</b>                            | 18                             | 28                          | 16                            | 8                | 28                    | 56                       | 0                        | 0                           | 0                 | 154         | \$ 24,662.88  |
|       | 8.1 Stakeholder Contact List                              |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -          |
|       | <b>8.2 Stakeholder Coordination Meetings</b>              |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -          |
|       | 8.2a Identification of Flooding Issues Meeting            |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -          |
|       | 8.2b Review of Ex Cond Flood Hazard Analysis Mtg          | 4                              | 8                           |                               | 8                |                       | 16                       |                          |                             |                   | 36          | \$ 5,924.16   |
|       | 8.2c Stakeholder Alt Brainstorming Session (See 7.1.c)    |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -          |
|       | 8.2d Final Recommended Solution Meeting                   | 6                              | 12                          |                               |                  | 12                    | 16                       |                          |                             |                   | 46          | \$ 7,768.80   |
|       | 8.3 Stakeholder Partnering and Cost-Sharing               | 8                              | 8                           | 16                            |                  | 16                    | 24                       |                          |                             |                   | 72          | \$ 10,969.92  |
| 9     | <b>Public Involvement</b>                                 | 6                              | 36                          | 0                             | 28               | 32                    | 22                       | 0                        | 0                           | 6                 | 130         | \$ 19,779.18  |
|       | <b>9.1 Public Meetings</b>                                |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -          |
|       | 9.1a Project Kick-off / Flooding Data Collection Meeting  |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -          |
|       | 9.1b Meeting to Solicit Solutions / Ideas from Residents  |                                |                             |                               |                  |                       |                          |                          |                             |                   | 0           | \$ -          |

## Entellus - Phase 2

Pinal County Project No. 60684263  
Pinal County Contract No. 202523ROQ  
Entellus Proj # 860.038  
3/13/2024

Pinal County  
San Tan Valley Area Drainage Master Plan

### PROJECT HOURS AND FEES

| PHASE                                          | WORK ITEM DESCRIPTION                              | Project Principal | Sr Prj Manager | Project Engineer | EIT          | GIS Tech     | GIS Analyst  | GIS Manager | Marketing Team | Admin       | Total Hours | Total Amount  |
|------------------------------------------------|----------------------------------------------------|-------------------|----------------|------------------|--------------|--------------|--------------|-------------|----------------|-------------|-------------|---------------|
|                                                |                                                    | \$ 295.68         | \$ 230.76      | \$ 132.72        | \$ 111.36    | \$ 101.76    | \$ 125.28    | \$ 180.30   | \$ 177.39      | \$ 94.53    |             |               |
|                                                | 9.1c Presentation of Recommended Solutions Meeting | 4                 | 20             |                  | 12           | 16           | 6            |             |                | 2           | 60          | \$ 9,703.14   |
|                                                | 9.2 <b>Other Public Outreach</b>                   |                   |                |                  |              |              |              |             |                |             | 0           | \$ -          |
|                                                | 9.2a Project Email Address                         |                   |                |                  |              |              |              |             |                |             | 0           | \$ -          |
|                                                | 9.2b Project Fact Sheet                            |                   |                |                  |              |              |              |             |                |             | 0           | \$ -          |
|                                                | 9.2c Periodic Project Updates                      |                   |                |                  |              |              |              |             |                |             | 0           | \$ -          |
|                                                | 9.3 Public Involvement Summary Report              | 2                 | 16             |                  | 16           | 16           | 16           |             |                | 4           | 70          | \$ 10,076.04  |
| <b>TOTAL STAFF HOURS BASIC DESIGN SERVICES</b> |                                                    | 50                | 296            | 192              | 658          | 214          | 413          | 4           | 8              | 18          | 1853        |               |
| <b>DIRECT LABOR COST</b>                       |                                                    | \$ 14,784.00      | \$ 68,304.96   | \$ 25,482.24     | \$ 73,274.88 | \$ 21,776.64 | \$ 51,740.64 | \$ 721.20   | \$ 1,419.12    | \$ 1,701.54 |             | \$259,205.22  |
| <b>TOTAL DIRECT EXPENSES</b>                   |                                                    |                   |                |                  |              |              |              |             |                |             |             |               |
| <b>TOTAL BASE PROJECT COST</b>                 |                                                    |                   |                |                  |              |              |              |             |                |             |             | \$259,205.22  |
| 10                                             | <b>Allowances</b>                                  | 16                | 112            | 15               | 144          | 60           | 180          | 0           | 0              | 0           | 527         | \$ 77,258.64  |
|                                                | 10.1 Additional Meetings and Coordination (4 mtgs) | 16                | 16             |                  | 0            |              | 16           |             |                |             | 48          | \$ 10,427.52  |
|                                                | 10.2 Reimbursable Expenses                         |                   |                |                  |              |              |              |             |                |             | 0           | \$ -          |
|                                                | 10.3 Additional Field Survey                       |                   |                |                  |              |              |              |             |                |             | 0           | \$ -          |
|                                                | 10.4 Percolation Test                              |                   |                |                  |              |              |              |             |                |             | 0           | \$ -          |
|                                                | 10.5 Future Conditions Terrain Modifications       |                   |                |                  | 40           |              | 80           |             |                |             | 120         | \$ 14,476.80  |
|                                                | 10.6 Field Reconnaissance                          |                   | 24             |                  | 12           |              | 24           |             |                |             | 60          | \$ 9,881.28   |
|                                                | 10.7 Additional Preliminary Mitigation Solutions   |                   | 12             | 15               | 32           |              |              |             |                |             | 59          | \$ 8,323.44   |
|                                                | 10.8 Additional Services                           |                   | 60             |                  | 60           | 60           | 60           |             |                |             | 240         | \$ 34,149.60  |
| <b>TOTAL STAFF HOURS - ALLOWANCES</b>          |                                                    | 16                | 112            | 15               | 144          | 60           | 180          | 0           | 0              | 0           | 527         |               |
| <b>DIRECT LABOR COST</b>                       |                                                    | \$ 4,730.88       | \$ 25,845.12   | \$ 1,990.80      | \$ 16,035.84 | \$ 6,105.60  | \$ 22,550.40 | \$ -        | \$ -           | \$ -        |             | \$77,258.64   |
| <b>TOTAL DIRECT EXPENSES</b>                   |                                                    |                   |                |                  |              |              |              |             |                |             |             |               |
| <b>TOTAL ALLOWANCE PROJECT COST</b>            |                                                    | \$ 4,730.88       | \$ 25,845.12   | \$ 1,990.80      | \$ 16,035.84 | \$ 6,105.60  | \$ 22,550.40 | \$ -        | \$ -           | \$ -        |             | \$ 77,258.64  |
| <b>TOTAL PROJECT COST</b>                      |                                                    | \$ 19,514.88      | \$ 94,150.08   | \$ 27,473.04     | \$ 89,310.72 | \$ 27,882.24 | \$ 74,291.04 | \$ 721.20   | \$ 1,419.12    | \$ 1,701.54 |             | \$ 336,463.86 |

|                                                  |       |                                                     |  |  |  |  |  |  |  |  |  |  |              |
|--------------------------------------------------|-------|-----------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--------------|
| Phase 2 Scope Items Removed from above estimate  |       |                                                     |  |  |  |  |  |  |  |  |  |  |              |
|                                                  | 1.1   | Some Prj Coord & Admin (9 months)                   |  |  |  |  |  |  |  |  |  |  | \$ 6,341.46  |
|                                                  | 9.1b  | Meeting to Solicit Solutions / Ideas from Residents |  |  |  |  |  |  |  |  |  |  | \$ 8,208.00  |
|                                                  | 10.4  | Percolation Test                                    |  |  |  |  |  |  |  |  |  |  | \$ 8,020.00  |
|                                                  | TOTAL |                                                     |  |  |  |  |  |  |  |  |  |  | \$ 22,569.46 |
| Phase 1 Dollars that Can be Utilized for Phase 2 |       |                                                     |  |  |  |  |  |  |  |  |  |  |              |
|                                                  | 2.6   | Field Reconnaissance                                |  |  |  |  |  |  |  |  |  |  | \$ 3,660.00  |
|                                                  | 8.2   | Stakeholder Coordination Meetings                   |  |  |  |  |  |  |  |  |  |  | \$ 4,320.00  |
|                                                  |       | Sub-Consultant Excess                               |  |  |  |  |  |  |  |  |  |  | \$ 17,860.00 |
|                                                  | TOTAL |                                                     |  |  |  |  |  |  |  |  |  |  | \$ 25,840.00 |

|                                                             |  |  |  |  |  |  |  |  |  |  |  |               |
|-------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|---------------|
| <b>TOTAL NEW PHASE 2 (with Phase 1 reallocated dollars)</b> |  |  |  |  |  |  |  |  |  |  |  | \$ 310,623.86 |
|-------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|---------------|





**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Kristen Grieco, Procurement Officer

Date: April 24, 2024

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

It is requested the Board approve a contract term extension with the following suppliers who provide Attorney Services for the Public Defense Services Department(s):

Cooper & Rueter, L.L.P. (Elizabeth Ryan Rueter)  
Copper Wren Law (Dan Benjamin)  
Fox Law Group, P.C. (Ardene Fox)  
Gregar & Associates (David Gregan)  
Jacob M. Bernstein Law, PLLC  
Law Offices of Daniel Thullin, LLC

Robert W. Precht, Attorney at Law  
Rusinski Law Firm, LLC (Jolanta Rusinski)  
Tait and Hall, PLLC (Alexis J. Brooks)  
Weagant Law Offices, PLC (Cody Weagant)  
Weagant Law Offices, PLC (Megan Weagant)  
Zachary Law Group (Steven W. Zachary)

The County has spent approximately \$626,000 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, 2024. The new term, if approved, will begin on July 1, 2024, and will continue through June 30, 2025. After this extension, one (1) one-year optional extension 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,

*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: 203026RFP**  
**Amendment #4**  
Procurement Officer: Kristen Grieco  
Kristen.Grieco@pinal.gov

### Public Defense Services Office – Attorney Services

Contractor Name: **Cooper & Rueter, L.L.P. (Elizabeth Ryan Rueter)**

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2025.

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.

|                                   |                         |
|-----------------------------------|-------------------------|
| <b>X</b>                          | <b>X</b> April 24, 2024 |
| Mike Goodman, 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: 203026RFP**  
**Amendment #2**  
Procurement Officer: Kristen Grieco  
Kristen.Grieco@pinal.gov

### Public Defense Services Office – Attorney Services

Contractor Name: **Copper Wren Law (Dan Benjamin)**

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, 2025.

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| <b>X</b>                          | <b>X</b> April 24, 2024 |
| Mike Goodman, Chairman            | Date                    |
| Pinal County Board of Supervisors |                         |



## Contract Amendment

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

**Contract: 203026RFP**  
**Amendment #4**  
Procurement Officer: Kristen Grieco  
Kristen.Grieco@pinal.gov

### Public Defense Services Office – Attorney Services

Contractor Name: **Fox Law Group, P.C. (Ardene Fox)**

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, 2025.

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| <b>X</b>                          | <b>X</b> April 24, 2024 |
| Mike Goodman, Chairman            | Date                    |
| Pinal County Board of Supervisors |                         |



## Contract Amendment

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

**Contract: 203026RFP**  
**Amendment #1**  
Procurement Officer: Kristen Grieco  
Kristen.Grieco@pinal.gov

### Public Defense Services Office – Attorney Services

Contractor Name: **Gregan & Associates (David Gregan)**

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, 2025.

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| Mike Goodman, 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: 203026RFP**  
**Amendment #2**  
Procurement Officer: Kristen Grieco  
Kristen.Grieco@pinal.gov

### Public Defense Services Office – Attorney Services

Contractor Name: **Jacob M. Bernstein Law, PLLC**

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

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| Mike Goodman, 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: 203026RFP**  
**Amendment #4**  
Procurement Officer: Kristen Grieco  
Kristen.Grieco@pinal.gov

### Public Defense Services Office – Attorney Services

Contractor Name: **Law Offices of Daniel Thullin, LLC**

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

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| Mike Goodman, 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: 203026RFP**  
**Amendment #4**  
Procurement Officer: Kristen Grieco  
Kristen.Grieco@pinal.gov

### Public Defense Services Office – Attorney Services

Contractor Name: **Robert W. Precht, Attorney at Law**

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

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| Mike Goodman, 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: 203026RFP**  
**Amendment #4**  
Procurement Officer: Kristen Grieco  
Kristen.Grieco@pinal.gov

### Public Defense Services Office – Attorney Services

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

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

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| <b>X</b>                          | <b>X</b> April 24, 2024 |
| Mike Goodman, 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: 203026RFP**  
**Amendment #3**  
Procurement Officer: Kristen Grieco  
Kristen.Grieco@pinal.gov

### Public Defense Services Office – Attorney Services

Contractor Name: **Tait and Hall, PLLC (Alexis J. Brooks)**

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

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| <b>X</b>                          | <b>X</b> April 24, 2024 |
| Mike Goodman, 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: 203026RFP**  
**Amendment #4**  
Procurement Officer: Kristen Grieco  
Kristen.Grieco@pinal.gov

### Public Defense Services Office – Attorney Services

Contractor Name: **Weagant Law Offices, PLC (Cody Weagant)**

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

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| <b>X</b>                          | <b>X</b> April 24, 2024 |
| Mike Goodman, 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: 203026RFP**  
**Amendment #4**  
Procurement Officer: Kristen Grieco  
Kristen.Grieco@pinal.gov

### Public Defense Services Office – Attorney Services

Contractor Name: **Weagant Law Offices, PLC (Megan Weagant)**

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

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| <b>X</b>                          | <b>X</b> April 24, 2024 |
| Mike Goodman, 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: 203026RFP**  
**Amendment #4**  
Procurement Officer: Kristen Grieco  
Kristen.Grieco@pinal.gov

### Public Defense Services Office – Attorney Services

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

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

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|                                   |                         |
|-----------------------------------|-------------------------|
| <b>X</b>                          | <b>X</b> April 24, 2024 |
| Mike Goodman, Chairman            | Date                    |
| Pinal County Board of Supervisors |                         |



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

## Purchase Order

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

**PO Number**

**251542**

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

**PO Date: 4/5/2024**

**Page: 1 of 1**

| Mail Invoice to:                                                                                                                                                                                                                                                                                                      | Ship to:                                                                                                           | Supplier:                                                                                                      |                                                                                                                                                       |                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Pinal County Finance Department<br>P.O. Box 1348<br>Florence, AZ 85132<br><b>Or</b><br><b>email invoice to:</b><br><a href="mailto:FinanceInvoices@pinal.gov">FinanceInvoices@pinal.gov</a>                                                                                                                           | INFORMATION TECHNOLOGY DEPARTMENT<br>IT RECEIVING BLDG<br>75 N. MAIN STREET<br>FLORENCE AZ 85132                   | EMCOR SERVICES ARIZONA<br>2 CROMWELL<br>IRVINE CA 92618<br><br>Phone: -<br>Fax: -<br><br><b>Confirming to:</b> |                                                                                                                                                       |                                                                                                                    |
| <table><tr><td><b>Buyer: Maegan Queen, Buyer</b><br/><b>Phone: 520 - 866-6265</b><br/><b>Email: <a href="mailto:maegan.queen@pinal.gov">maegan.queen@pinal.gov</a></b></td><td><b>Requested Delivery Date: 4/5/2024</b><br/><b>Payment Terms: Net 30</b><br/><b>Shipping Terms: FOB Destination</b></td></tr></table> |                                                                                                                    |                                                                                                                | <b>Buyer: Maegan Queen, Buyer</b><br><b>Phone: 520 - 866-6265</b><br><b>Email: <a href="mailto:maegan.queen@pinal.gov">maegan.queen@pinal.gov</a></b> | <b>Requested Delivery Date: 4/5/2024</b><br><b>Payment Terms: Net 30</b><br><b>Shipping Terms: FOB Destination</b> |
| <b>Buyer: Maegan Queen, Buyer</b><br><b>Phone: 520 - 866-6265</b><br><b>Email: <a href="mailto:maegan.queen@pinal.gov">maegan.queen@pinal.gov</a></b>                                                                                                                                                                 | <b>Requested Delivery Date: 4/5/2024</b><br><b>Payment Terms: Net 30</b><br><b>Shipping Terms: FOB Destination</b> |                                                                                                                |                                                                                                                                                       |                                                                                                                    |

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

**Contract Entity** State of Arizona  
**Contract Number** CTR049764-1  
**Contract Expiry** 5/20/2024

**Reference:** Quote: Two Air Cooled Chillers for the Data Center located at Florence Admin Complex

Vendor Contact: Steven Chia 602-510-9552 [schia@emcor.net](mailto:schia@emcor.net)

Department Contact: Chris Combs 520-866-6650 [chris.combs@pinal.gov](mailto:chris.combs@pinal.gov) | Daniel Cosillos [daniel.cossillos@pinal.gov](mailto:daniel.cossillos@pinal.gov)

| Line | Quantity | UOM | Item Number | Item Description                            | Unit Cost | Extended Cost |
|------|----------|-----|-------------|---------------------------------------------|-----------|---------------|
| 1    |          | LS  |             | Chiller Carrier Option<br>30RC-0356310D-013 | \$0.00    | \$139,212.00  |
| 2    |          | LS  |             | Est. Sales Tax                              | \$0.00    | \$12,111.44   |

**Total Order : \$151,323.44**

**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



## **Mesa Energy Systems, Inc.**

dba EMCOR Services Mesa Energy

State Contract # CTR049764

### **Pinal County- Data Center**

75 N Main St.

Florence, AZ 85132

### **Chiller Equipment Sale**

**Presented to:**

**Daniel Cosillos**

**121 W 22<sup>nd</sup> St.**

**Florence, AZ 85132**

**Prepared by:**

**Steven Chia**

**Phone: 602-510-9552**

**E-mail: Schia@emcor.net**

**3/25/2024**

**Due to uncertainty related to the pricing of steel, commodities, and foreign tariffs, the price quoted herein can only be held for fifteen days from the date of this proposal.**

**Confidentiality notice:** This document and any attachments thereto, regardless of form or medium, may contain legally privileged and/or confidential, copyrighted, trademarked, patented or otherwise restricted information viewable by the intended recipient only.

## Introduction

We at Mesa Energy Systems, Inc. (an EMCOR Group company) would like to thank you for the opportunity to submit this proposal for the **Equipment Sale only of (2) Air Cooled Chiller**. We believe that our proposed package would meet or exceed your maintenance, reliability, and energy savings goals.

For over 30-years, Mesa Energy Systems has provided its clients with high quality mechanical, commercial HVAC, building automation consulting and services, and energy solutions that address today's most compelling energy related issues. Headquartered in Irvine, California, we have 10 statewide offices to better serve the greater Los Angeles, San Diego, San Francisco, Sacramento, Bakersfield, San Jose, Pleasanton, and Fresno market areas. In addition, we've expanded outside California and now have offices in Reno, Las Vegas, and Phoenix.

Our customer's increasingly complex needs have transformed Mesa Energy Systems from a traditional commercial HVAC service and retrofit company into a full-service Energy Solutions Company. Our goal is to help you achieve optimal building energy performance, utilizing improved building and mechanical maintenance, ongoing retro-commissioning, and favorable ROI energy retrofits.

Today, thanks to our customer partnerships and our commitment to our core values (Sense of urgency, Win-Win, Accountability, Passion, and Love), Mesa Energy Systems Inc. is Southern California's leading HVAC service and retrofit contractor.

We are extremely confident that we will deliver on every aspect detailed in the proposal.

Again, thank you for giving Mesa Energy Systems the opportunity to be of service. We look forward to the prospect of working with you and assisting you with your facilities' HVAC maintenance and upgrade needs. Feel free to reach out to us should you want to discuss anything further.

Sincerely,

**Mesa Energy Systems, Inc.**  
**dba EMCOR Services Mesa Energy**

Sincerely,



Steven Chia  
Account Manager  
Mesa Energy Systems, Inc.  
dba EMCOR Services Mesa Energy

Customer Acceptance:

Signature:



Print Name:

Title

Date:

Angeline Woods  
Director, Office of Budget & Finance  
04/05/2024



## Scope of Work

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Mesa Energy Systems, Inc., (dba EMCOR Services Arizona) is pleased to submit a proposal for equipment sale only of (2) air cooled chillers.

- **Carrier Option- 30RC-0356310D-013 (42-44 week lead time)**
  - No PRV's
  - 460v 3ph
  - Full Hail Guards
  - High efficiency variable speed fans
  - Single point with disconnect
  - Suction line insulation
  - Dual pump package
  - BACNET
  - Factory startup
  - 1 year parts and refrigerant warranty
  
- **York Option- York YLAA041HE46 ( 55-57 week lead time )**
  - 460v 3ph
  - Factory run tested
  - 454b refrigerant
  - Single point connection with lockable handle
  - Control transformer, no separate 120v needed for control panel
  - Low sound variable speed fans
  - High and low ambient kit
  - V-guard condenser panels and hail guards.
  - Internal pump package
  - BACNET
  - Factory startup

**NOTE:** Customer responsible for receiving and off loading equipment.

**Exclusions & Clarifications:**

- Controls.
- Installation of above equipment
- Asbestos disposal/abatement.
- Anything not specifically listed above.

## Inclusions and Exclusions

Checked items below are included in this proposal; non-checked items are excluded.

### Engineering, Permits & Bonds

|                        |                          |                        |                          |
|------------------------|--------------------------|------------------------|--------------------------|
| Mechanical Engineering | <input type="checkbox"/> | Structural Engineering | <input type="checkbox"/> |
| Electrical Engineering | <input type="checkbox"/> | Plan Check Fees        | <input type="checkbox"/> |
| Mechanical Permits     | <input type="checkbox"/> | Electrical Permits     | <input type="checkbox"/> |
| Structural Permits     | <input type="checkbox"/> | Street Closure Permits | <input type="checkbox"/> |
| Performance Bond       | <input type="checkbox"/> | Architectural Drawings | <input type="checkbox"/> |

### Rigging and Specialty Rentals

|            |                          |                          |                          |
|------------|--------------------------|--------------------------|--------------------------|
| Rigging    | <input type="checkbox"/> | Scissor Lift as Required | <input type="checkbox"/> |
| Helicopter | <input type="checkbox"/> | Other:                   | <input type="checkbox"/> |

### Additional Services

|                                       |                          |                          |                          |
|---------------------------------------|--------------------------|--------------------------|--------------------------|
| Comfort Air Balance                   | <input type="checkbox"/> | Certified Air Balance    | <input type="checkbox"/> |
| Water Balance                         | <input type="checkbox"/> | Certified Water Balance  | <input type="checkbox"/> |
| Recover Refrigerant Per EPA Guideline | <input type="checkbox"/> | Dispose of old Equipment | <input type="checkbox"/> |

### Project to be Performed at the Below Listed Times

|                                          |                                     |                                      |                          |
|------------------------------------------|-------------------------------------|--------------------------------------|--------------------------|
| Normal Business Hours (M-F 7 am to 5 pm) | <input checked="" type="checkbox"/> | Overtime (non-Normal Business Hours) | <input type="checkbox"/> |
| Normal Hours and Overtime                | <input type="checkbox"/>            | Other:                               | <input type="checkbox"/> |

### Specialty Trades

|                                         |                          |                                        |                          |
|-----------------------------------------|--------------------------|----------------------------------------|--------------------------|
| Electrical                              | <input type="checkbox"/> | Abatement                              | <input type="checkbox"/> |
| Framing of Curbs & Openings             | <input type="checkbox"/> | Duct Cleaning                          | <input type="checkbox"/> |
| Re-roofing                              | <input type="checkbox"/> | Seismic Upgrades                       | <input type="checkbox"/> |
| Insulation of New Ducting (As Required) | <input type="checkbox"/> | Insulation of New Piping (As Required) | <input type="checkbox"/> |
| Coring                                  | <input type="checkbox"/> | X-Ray Prior to Coring                  | <input type="checkbox"/> |

### Project Completion

|                                                      |                                     |                                        |                                     |
|------------------------------------------------------|-------------------------------------|----------------------------------------|-------------------------------------|
| Start Up and Commissioning                           | <input type="checkbox"/>            | Factory Start Up                       | <input checked="" type="checkbox"/> |
| Operation & Maintenance Manuals in electronic format | <input checked="" type="checkbox"/> | As Built Drawings in electronic format | <input type="checkbox"/>            |

### Additional Components

|                                |                          |                                  |                          |
|--------------------------------|--------------------------|----------------------------------|--------------------------|
| R-134a Refrigerant sensor      | <input type="checkbox"/> | EMCOR Retains All Salvage Rights | <input type="checkbox"/> |
| Smoke Detectors in Supply Duct | <input type="checkbox"/> | Smoke Detectors Return Ducts     | <input type="checkbox"/> |

### Warranties

|                                                                     |                                     |
|---------------------------------------------------------------------|-------------------------------------|
| One (1) year warranty with manufacture warranty with selected Model | <input checked="" type="checkbox"/> |
|---------------------------------------------------------------------|-------------------------------------|

## Project Cost

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The total cost for Carrier Option is: **\$139,212.00**

The total cost for York Option is: **\$174,918.00**

This proposal, scope of work, and pricing is valid for 30-days from the date of this proposal.

## Payment Terms

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Net 30 due from date of invoice.

## Agreement Execution

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This agreement defines the understanding of services between Mesa Energy Systems Inc. and Frontiers USA. This agreement shall begin on Customer's Acceptance Date, or upon receipt of a Letter of Intent.

### Customer Acceptance:

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*Signature*

---

*Printed Name*

---

*Title* *Date*

### Mesa Energy Systems, Inc.:

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*Signature*

---

*Printed Name*

---

*Title* *Date*

## General Project Clarifications

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### Concealed Conditions

If concealed or unknown conditions of an unusual nature which affect the performance of the work are encountered below the roof line or above the ceiling or in an existing part of the building other than the work, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in work of the character provided for in this Agreement, notice by the observing party shall be given promptly to the other party, if possible before conditions are disturbed and in no event later than fourteen days after first observance of the conditions. The Contract Sum shall be equitably adjusted for such concealed or unknown conditions by Change Order upon claim made within fourteen days after claimant becomes aware of the conditions.

### Regulatory Changes

Mesa Energy Systems Inc. shall be compensated for changes in the Work necessitated by the enactment or revision of codes, laws or regulations subsequent to the execution of this Agreement.

### Hazardous Materials

COMPANY hereby agrees to indemnify, defend and hold harmless Mesa Energy Systems, Inc. and its agents, employees, consultants and subcontractors from and against any claim, damage, allegation, suit, cause of action, cost, loss, expense or injury in connection with Hazardous Materials not introduced to the Project by the Indemnified Parties, including, without limitation, all costs of remediation, experts, consultants or other costs in connection with Hazardous Materials associated with the Project.

### Unforeseen Conditions

COMPANY understands and agrees that Mesa Energy Systems, Inc. shall not be liable for added costs or time delays caused by unforeseen conditions at the Project, including, without limitation, unanticipated rerouting of existing piping, fire sprinklers or gas piping. In the event that the fire sprinklers, water, electrical conduit or gas piping are required to be relocated, Mesa shall not be responsible for such work. Mesa Energy Systems, Inc. or a subcontractor under the control and supervision of COMPANY shall perform such work.

### NFPA 70E

Mesa technicians are trained to understand the specific hazards associated with electrical energy according to NFPA 70E, Standard for Electrical Safety in the Workplace. They are trained in safety-related work practices and procedural requirements as necessary to provide protection from the electrical hazards associated with their respective job or task assignments. Documented safe work practices include lockout/tagout and energy isolation. Category 2 personal protective equipment is issued for electrical hazards while working on voltages between 50 and 480 volts. Mesa's policy is to remove the energized electrical hazard by working on de-energized circuits and by using the written lockout/tagout policies and procedures when feasible.

### COVID-19

This proposal, including but not limited to pricing and schedule, is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus. This proposal is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract/subcontract, that any (i) schedule issues (including, but not limited to, delay, acceleration, compression, interference, hindrance), (ii) overtime hours or added resources to perform work, (iii) shortages (whether as to labor, subcontracted services, materials, or supplies), (iv) change orders, extra work, or extra costs, or (v) inefficiency and impacts relating to the foregoing, that arise as a result of the COVID-19 pandemic or Corona virus will entitle contractor to a change order equitably addressing impacts to its time for performance and costs.

**Supply Chain**

The parties understand and agree that (i) there are current issues with the manufacture and supply of various materials and equipment (all, collectively, "Goods"), which issues generally are referred to as "supply chain disruption" ("Disruption"), (ii) the Disruption arises from a variety of global, national, and local factors, all of which are beyond the control of Mesa Energy Systems, and (iii) the Disruption has impacted suppliers' ability to provide Goods by dates certain, in the quantities ordered, and/or for the specified price.

This proposal is conditioned on Mesa Energy Systems, Inc. confirming the price, delivery time, and availability of goods with Mesa Energy System's subcontractors, vendors, and/or suppliers at the time when Mesa Energy Systems, Inc. and customer are ready to enter a final contract for the proposed work. Mesa Energy Systems, Inc. reserves the right to (i) adjust the proposal price and schedule in the final contract if needed due to such confirmation, and (ii) condition the final contract on, and include in it, any reservations and/or limitations that Mesa Energy Systems Inc. must accept from its subcontractors, vendors, and/or suppliers to obtain any goods.

Any contract concerning this proposal shall include the following:

The parties understand and agree that (i) there are current issues with the manufacture and supply of various materials and equipment (all, collectively, "Goods"), which issues generally are referred to as "supply chain disruption" ("Disruption"), (ii) the Disruption arises from a variety of global, national, and local factors, all of which are beyond the control of Mesa Energy Systems, and (iii) the Disruption has impacted supplier's ability to provide Goods by dates certain, in the quantities ordered, and/or for the specified price.

Mesa Energy Systems therefore cannot guaranty the timely or complete performance of work that is dependent on the supply of the following specific Goods for this project: equipment

And, to the extent Mesa Energy Systems' supplier(s) are unable to meet their obligations to Mesa Energy Systems solely due to the Disruption, Mesa Energy Systems (i) shall not be deemed in breach of contract or otherwise assessed costs or damages arising from the Disruption and (ii) shall be entitled to (a) an equitable extension of time and (b) an increase in the contract price for Goods, but only if the price increases 1% above the price Mesa Energy Systems had secured from its supplier at the time of order.

**Credit Card Payment**

A credit card surcharge of 3.00% will be charged at checkout automatically for all payments initiated via [www.PayEMCOR.com](http://www.PayEMCOR.com). You may avoid this fee and pay via check or ACH instead. To make a payment by credit card, please go to [www.payemcor.com](http://www.payemcor.com). Enter the following 3-digit code: 778 into the "ID code" field, and Mesa Energy Systems will appear on the right-hand side of the screen. Enter your credit card and payment details as directed on the screen to complete the payment.



## Terms and Conditions

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1. Contractor will perform the services ("Services") set forth in the attached proposal ("Proposal").
2. Contractor will perform the Services during normal working hours, Monday through Friday, from 8 AM to 5PM, unless specified otherwise in writing by Contractor. If Customer requests that Contractor provide Services on an expedited basis and/or outside normal working hours, Customer shall pay all additional charges for freight, labor, or materials according to Contractor's established rates and fees.
3. If Contractor determines that other work beyond the Services is required, such work shall not constitute a part of the Services, and Contractor will provide Customer with a quotation for such work.
4. Customer agrees to (i) provide safe and reasonable access, and any other assistance as is reasonably necessary, so that Contractor can perform the Services and (ii) remove and replace/refinish any part of the work site that must be disturbed so Contractor can perform the Services.
5. Contractor shall not perform any service that concerns hazardous materials, and shall have no responsibility for remediation, accumulation, storage, transportation, or disposal of any hazardous materials generated by Customer or present at the work site.
6. Contractor shall not be required to perform any Services where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing Services in either instance and notify Customer of the circumstance giving rise to the stoppage.
7. Customer agrees to pay Contractor the lump sum or time and materials rates set forth in the Proposal, and all excise, sales, use, occupation or other similar taxes connected with Contractor's performance of the Services.
8. Customer's payment is due net 30 days from date of invoice, and late payment to Contractor shall be subject to interest at the rate of one and one-half percent (1½ %) per month, not to exceed the maximum amount allowed by applicable law. Contractor may cease providing Services, including warranty services, if Customer fails to make any payment that is due and owing.
9. Materials provided will be free from defects for one (1) year from the date of the Services or to the extent of the manufacturer's warranty, whichever the lesser. Workmanship provided will be good and of a workman-like standard for sixty (60) days from the date of the Services. During the applicable warranty period, Contractor promptly shall repair or replace, at its sole option and at its own expense, any defective materials or workmanship during normal working hours (for defective materials, Contractor only will provide (i) warranty coverage to the extent that Contractor is able to enforce liability against the manufacturer and (ii) necessary labor at its own expense for sixty (60) days from the date of the Service and during normal working hours). Customer's sole and exclusive warranty is the repair or replacement set forth herein. If Customer requests that Contractor provide warranty services on an expedited basis and/or outside normal working hours, Customer shall pay all additional charges for freight, labor, or materials according to Contractor's established rates and fees.
10. Contractor's warranty applies only to materials and workmanship furnished by Contractor. Contractor's warranty shall be null and void if (i) Customer fails properly to operate and maintain equipment and/or the system for which Services were provided, (ii) acts of vandalism or other alterations or modifications occur that affect the equipment and/or the system for which Services were provided, or (ii) Customer subsequently has another contractor provide goods or services that affect to the Services.
11. Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the Services, if the delay is caused by an occurrence beyond the reasonable control of Contractor.
12. Contractor is not responsible for equipment and/or system design deficiencies, obsolete equipment or systems, equipment or systems beyond serviceable life, or electrical failures, and Customer shall remain obligated to pay for Services if the Proposal properly was performed but the Services do not remedy the condition giving rise to the Proposal because of the foregoing.
13. Contractor shall not be liable for operation of any equipment or system, nor for injury to person or damage to property, except to the extent such injury or damage is caused by the negligent acts or omissions of Contractor, and only to the proportionate extent of Contractor's negligence.
14. Under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature.
15. In no event shall Contractor's aggregate liability to Customer exceed an amount that is the lesser of (i) the amount of the Proposal or (ii) the cost to Contractor to repair or replace the item giving rise to the claim.
16. This Proposal shall be governed by the laws of the State where the Services are performed, without giving effect to its conflict of laws provisions. Any action concerning the subject matter of this Proposal shall be commenced in the State court of such State, which shall have exclusive jurisdiction over such action. Any such action shall be submitted TO THE COURT ONLY for resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION.
17. Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from Customer.
18. By signing the Proposal, Customer authorizes Contractor to perform the Services and agrees to these Terms And Conditions and those set forth in the Proposal. Customer further agrees that the Proposal and these Terms And Conditions constitute the parties' entire agreement, and any other documents generated or provided by Customer are intended only to create payment authority for Customer's internal purposes. No such Customer documents shall form a part of this agreement, or constitute a counteroffer, amendment, modification, or revision, and hereby are rejected by Contractor.

|                                                                                  |                                        |                 |                                                                                                                                            |
|----------------------------------------------------------------------------------|----------------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>Contract Amendment</b>              |                 | Arizona Department of<br>Administration<br><br>General Services Division<br><br>1400 W. Washington St, Suite B200<br><br>Phoenix, AZ 85007 |
|                                                                                  | APP: CTR049764                         |                 |                                                                                                                                            |
|                                                                                  | Amendment #3<br><br>Contract Extension | Date: 5/11/2022 |                                                                                                                                            |

**MESA Energy Systems Inc - EMCOR Services Arizona**

1. The above mentioned contract is hereby amended as follows:
  - a. In accordance with Uniform Terms and Conditions Section 3.1 Term of Contract, this contract shall be extended through May 20, 2024.

**All other terms, conditions and provisions remain unchanged.**

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

This change order shall be fully executed upon the approval electronically in APP by an authorized representative of the Contractor and applied to the contract in APP by the Procurement Officer or delegate.

Available online  
at [APP.AZ.gov](http://APP.AZ.gov)





# MESA ENERGY SYSTEMS, INC

|                                                                                           |                                                                                          |                                              |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|----------------------------------------------|
| Unique Entity ID<br><b>YKHNBMYPAN5</b>                                                    | CAGE / NCAGE<br><b>ONVU5</b>                                                             | Purpose of Registration<br><b>All Awards</b> |
| Registration Status<br><b>Active Registration</b>                                         | Expiration Date<br><b>Jan 17, 2025</b>                                                   |                                              |
| Physical Address<br><b>2 Cromwell<br/>Irvine, California 92618-1816<br/>United States</b> | Mailing Address<br><b>2 Cromwell<br/>Irvine, California 92618-1816<br/>United States</b> |                                              |

## Business Information

|                                                        |                                                                       |                                           |
|--------------------------------------------------------|-----------------------------------------------------------------------|-------------------------------------------|
| Doing Business as<br><b>EMCOR SERVICES MESA ENERGY</b> | Division Name<br><b>(blank)</b>                                       | Division Number<br><b>(blank)</b>         |
| Congressional District<br><b>California 47</b>         | State / Country of Incorporation<br><b>California / United States</b> | URL<br><b>https://www.emcorgroup.com/</b> |

## Registration Dates

|                                       |                                        |                                                 |
|---------------------------------------|----------------------------------------|-------------------------------------------------|
| Activation Date<br><b>Feb 1, 2024</b> | Submission Date<br><b>Jan 18, 2024</b> | Initial Registration Date<br><b>Feb 8, 2002</b> |
|---------------------------------------|----------------------------------------|-------------------------------------------------|

## Entity Dates

|                                          |                                             |
|------------------------------------------|---------------------------------------------|
| Entity Start Date<br><b>Jul 30, 1985</b> | Fiscal Year End Close Date<br><b>Dec 31</b> |
|------------------------------------------|---------------------------------------------|

## Immediate Owner

|                      |                                                 |
|----------------------|-------------------------------------------------|
| CAGE<br><b>7B9J0</b> | Legal Business Name<br><b>EMCOR GROUP, INC.</b> |
|----------------------|-------------------------------------------------|

## Highest Level Owner

|                        |                                       |
|------------------------|---------------------------------------|
| CAGE<br><b>(blank)</b> | Legal Business Name<br><b>(blank)</b> |
|------------------------|---------------------------------------|

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

|                                                              |                                                |                                        |
|--------------------------------------------------------------|------------------------------------------------|----------------------------------------|
| Entity Structure<br><b>Corporate Entity (Not Tax Exempt)</b> | Entity Type<br><b>Business or Organization</b> | Organization Factors<br><b>(blank)</b> |
| Profit Structure<br><b>For Profit Organization</b>           |                                                |                                        |

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

|                                            |                                     |
|--------------------------------------------|-------------------------------------|
| Accepts Credit Card Payments<br><b>Yes</b> | Debt Subject To Offset<br><b>No</b> |
| EFT Indicator<br><b>0000</b>               | CAGE Code<br><b>0NVU5</b>           |

Points of Contact

Electronic Business

|                                                                                                      |                                                                              |
|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <br><b>Mark Cowan</b> | <b>2 Cromwell</b><br><b>Irvine, California 92618</b><br><b>United States</b> |
| Meaghan Horan                                                                                        | 2 Cromwell<br>Irvine, California 92618<br>United States                      |

Government Business

|                                                                                                      |                                                                                                            |
|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <br><b>Ron Hickey</b> | <b>Mesa Energy Systems</b><br><b>2 Cromwell</b><br><b>Irvine, California 92618</b><br><b>United States</b> |
| Meaghan Horan                                                                                        | 2 Cromwell<br>Irvine, California 92618<br>United States                                                    |

Past Performance

|                                                                                                               |                                                                              |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <br><b>STEPHEN HUNT, CFO</b> | <b>2 Cromwell</b><br><b>Irvine, California 92618</b><br><b>United States</b> |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|

Service Classifications

NAICS Codes

| Primary    | NAICS Codes   | NAICS Title                                                             |
|------------|---------------|-------------------------------------------------------------------------|
| <b>Yes</b> | <b>238220</b> | <b>Plumbing, Heating, And Air-Conditioning Contractors</b>              |
|            | <b>238210</b> | <b>Electrical Contractors And Other Wiring Installation Contractors</b> |
|            | <b>561210</b> | <b>Facilities Support Services</b>                                      |
|            | <b>561621</b> | <b>Security Systems Services (Except Locksmiths)</b>                    |

Product and Service Codes

| PSC         | PSC Name                                                                                                                |
|-------------|-------------------------------------------------------------------------------------------------------------------------|
| <b>H141</b> | <b>Quality Control- Refrigeration, Air Conditioning, And Air Circulating Equipment</b>                                  |
| <b>H241</b> | <b>Equipment And Materials Testing- Refrigeration, Air Conditioning, And Air Circulating Equipment</b>                  |
| <b>H245</b> | <b>Equipment And Materials Testing- Plumbing, Heating, And Waste Disposal Equipment</b>                                 |
| <b>H341</b> | <b>Inspection- Refrigeration, Air Conditioning, And Air Circulating Equipment</b>                                       |
| <b>H363</b> | <b>Inspection- Alarm, Signal, And Security Detection Systems</b>                                                        |
| <b>H941</b> | <b>Other Quality Control, Testing, And Inspection- Refrigeration, Air Conditioning, And Air Circulating Equipment</b>   |
| <b>H945</b> | <b>Other Quality Control, Testing, And Inspection- Plumbing, Heating, And Waste Disposal Equipment</b>                  |
| <b>J041</b> | <b>Maintenance, Repair, And Rebuilding Of Equipment- Refrigeration, Air Conditioning, And Air Circulating Equipment</b> |

|      |                                                                                           |
|------|-------------------------------------------------------------------------------------------|
| K041 | Modification Of Equipment- Refrigeration, Air Conditioning, And Air Circulating Equipment |
| K063 | Modification Of Equipment- Alarm, Signal, And Security Detection Systems                  |
| L041 | Technical Representative- Refrigeration, Air Conditioning, And Air Circulating Equipment  |
| L045 | Technical Representative- Plumbing, Heating, And Waste Disposal Equipment                 |
| N041 | Installation Of Equipment- Refrigeration, Air Conditioning, And Air Circulating Equipment |
| N045 | Installation Of Equipment- Plumbing, Heating, And Waste Disposal Equipment                |
| N063 | Installation Of Equipment- Alarm, Signal, And Security Detection Systems                  |

## Disaster Response

This entity does not appear in the disaster response registry.



## Purchase Order

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

**PO Number**

**251557**

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

**PO Date: 4/10/2024**

**Page: 1 of 1**

| Mail Invoice to:                                                                                                                                                                                | Ship to:                                                            | Supplier:                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Pinal County Finance Department<br><br>P.O. Box 1348<br>Florence, AZ 85132<br><b>Or</b><br><b>email invoice to:</b><br><a href="mailto:FinanceInvoices@pinal.gov">FinanceInvoices@pinal.gov</a> | SHERIFF<br><br>971 N JASON LOPEZ CIRCLE BLDG C<br>FLORENCE AZ 85132 | CARASOFT TECHNOLOGY CORPORATION<br>11493 SUNSET HILLS RD STE 100<br>RESTON VA 20190<br><br>Phone: 703 - 230-7588<br>Fax: -<br><br>Confirming to: |

**Buyer: Maegan Queen, Buyer**  
**Phone: 520 - 866-6265**  
**Email: [maegan.queen@pinal.gov](mailto:maegan.queen@pinal.gov)**

**Requested Delivery Date: 4/10/2024**  
**Payment Terms: Net 30**  
**Shipping Terms: FOB Destination**

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

**Contract Entity** Omnia Partners  
**Contract Number** R191902  
**Contract Expiry** 4/30/2025

**Reference:** Quote: 38677896

Vendor contact: Meagen Hansen 571-662-3812 [Meagen.Hansen@carahsoft.com](mailto:Meagen.Hansen@carahsoft.com)

Department contact: Matthew Dimuzio 520-866-5051 [matthew.dimuzio@pinal.gov](mailto:matthew.dimuzio@pinal.gov)

ALL SOFTWARE LICENSES MUST BE EMAILED TO: [ITLICENSES@PINAL.GOV](mailto:ITLICENSES@PINAL.GOV)

| Line | Quantity | UOM | Item Number  | Item Description                                             | Unit Cost    | Extended Cost |
|------|----------|-----|--------------|--------------------------------------------------------------|--------------|---------------|
| 1    | 1.00     | EA  | U-AIS-02-083 | Premium ES Unlimited EVS Subs<br>04/16/2024-04/17/2025       | \$119,046.88 | \$119,046.88  |
| 2    | 3.00     | EA  | U-AIS-02-086 | Premium ES Unlimited EVS Subs<br>End point 04/18/24-04/17/25 | \$3,465.00   | \$10,395.00   |
| 3    |          | LS  |              | Taxes                                                        | \$0.00       | \$11,261.44   |

**Total Order : \$140,703.32**

**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

# GOVERNMENT - PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO: Brisna Canizalez  
Pinal County Finance Department  
31 North Pinal Street, Admin Bldg A  
Florence, AZ 85132 USA

FROM: Meagen Hansen  
Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

EMAIL: brisna.canizalez@pinal.gov

EMAIL: Meagen.Hansen@carahsoft.com

PHONE: (520) 866-6223

PHONE: (571) 662-3812 FAX: (703) 871-8505

TERMS: OMNIA EDU contract: R191902  
Term: April 30, 2025  
FTIN:52-2189693  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Sales Tax May Apply

QUOTE NO: 38677896  
QUOTE DATE: 03/28/2024  
QUOTE EXPIRES: 04/27/2024  
RFQ NO:  
SHIPPING: ESD  
TOTAL PRICE: \$129,441.88  
SHIPPING AMOUNT: \$0.00  
AZ Tax \$11,261.44  
TOTAL QUOTE: \$140,703.32

| LINE NO.     | PART NO.     | DESCRIPTION                                                                                                                                         | - | QUOTE PRICE       | QTY | EXTENDED PRICE |
|--------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|---|-------------------|-----|----------------|
| 1            | U-AIS-02-083 | Premium ES Unlimited EVS Subscription<br>Cellebrite Inc. - U-AIS-02-083<br>Start Date: 04/18/2024<br>End Date: 04/17/2025<br>: 993587314022310922   |   | \$119,046.88 COOP | 1   | \$119,046.88   |
| 2            | U-AIS-02-086 | Premium ES Unlimited EVS Subscription End Point<br>Subscription<br>Cellebrite Inc. - U-AIS-02-086<br>Start Date: 04/18/2024<br>End Date: 04/17/2025 |   | \$3,465.00 COOP   | 3   | \$10,395.00    |
| SUBTOTAL:    |              |                                                                                                                                                     |   |                   |     | \$129,441.88   |
| TOTAL PRICE: |              |                                                                                                                                                     |   |                   |     | \$129,441.88   |
| AZ Tax       |              |                                                                                                                                                     |   |                   |     | \$11,261.44    |
| TOTAL QUOTE: |              |                                                                                                                                                     |   |                   |     | \$140,703.32   |

**Region 4 Education Service Center (ESC)**

**Contract # R191902**

*for*

Educational Software Solutions and Services

*with*

**Carahsoft Technologies**

Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Carahsoft Technologies effective May 1, 2020:

- I. Appendix A; Vendor Contract
- II. Offer & Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

## **TAB 1 – DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM (APPENDIX A)**

Please see the following page for the Offer and contract Signature Form (Appendix A).



## **APPENDIX A**

### **CONTRACT**

*This Contract ("Contract") is made as of February 25, 2020 by and between Carahsoft Technologies ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Educational Software Solutions and Services ("the products and services").*

### **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals ("RFP") Number 19-19 for Educational Software Solutions and Services, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The Contract is for a period of three (3) years. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' notice to Region 4 ESC.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract

- ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
  - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
  - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. ~~Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.~~ **Refer to Appendix B**
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal. **Refer to Appendix B**

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct ~~random audits~~ of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC. **Refer to Appendix B**
- 18) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the

specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model. **Refer to Appendix B**

**19) New Products/Services.** New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause. **Refer to Appendix B**

**20) Options.** Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

**21) Warranty Conditions.** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. **Refer to Appendix B**

**22) Site Cleanup.** Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

**23) Site Preparation.** Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements. **Refer to Appendix B**

**24) Registered Sex Offender Restrictions.** For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**25) Safety measures.** Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage. **Refer to Appendix B**

**26) Smoking.** Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

***Refer to Appendix B***

- 27) Stored materials. ~~Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.~~
- 28) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 29) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 30) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 31) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten ~~(10)~~ 15 days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 32) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.



**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Carahsoft Technology Corporation  
Address 11493 Sunset Hills Road, Suite 100  
City/State/Zip Reston, VA 20190  
Telephone No. 703.871.8500  
Email Address sales@Carahsoft.com  
Printed Name Jennifer Kanach  
Title Proposals Director  
Authorized signature *Jennifer Kanach*

Accepted by Region 4 ESC:

Contract No. B191902

Initial Contract Term May 1, 2020 to April 30, 2023

*Margaret S. Bass*  
Region 4 ESC Authorized Board Member

2/25/2020  
Date

Margaret S. Bass  
Print Name

Carmen T. Moreno  
Region 4 ESC Authorized Board Member

2/25/2020  
Date

Carmen T. Moreno  
Print Name

## **a. Terms and Conditions Acceptance Form (Appendix B)**

Please find our Appendix B on the following pages. We have also separately included a redlined version of the document at the end of our submission, and as a separate file in our electronic copy.



## Appendix B

### TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

| Section/Page        | Term, Condition, or Specification                                                                                   | Exception/Proposed Modification                                                                                                                                                                                                                                                                                                                                                 | Accepted (For Region 4 ESC's use) |
|---------------------|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| III.22. /pg 11      | 22. Samples                                                                                                         | Remove current language. Contractor's provided Service Level or End User License Agreement for manufacturers will govern the terms of this section                                                                                                                                                                                                                              | <b>Accepted</b>                   |
| IV. 2. a. ii./pg 12 | 2.a.Products/Pricing ii.                                                                                            | Add the two bullets: "Manufacturer part #" and "Offeror's Part # (if different from manufacturer part #)"                                                                                                                                                                                                                                                                       | <b>Accepted</b>                   |
| IV.2.a / pg 13      | 2.a.Products/Pricing: Not to Exceed Pricing                                                                         | Remove current language and replace with: Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and                                                                                                                                               | <b>Accepted</b>                   |
|                     |                                                                                                                     | Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.                                                                                                                                                                                     | <b>Accepted</b>                   |
| IV.5/pg 14          | 5. Additional Investigations                                                                                        | Remove entirely                                                                                                                                                                                                                                                                                                                                                                 | <b>Accepted</b>                   |
| Appendix A/pg 16    | Draft Contract, Recitals, 11. Termination of Contract a. Cancellation for Non Performance or Contractor Deficiency. | Remove item a. Cancellation for Non-Performance or Contractor Deficiency entirely. Contractor's provided Service Level or End User License Agreement for manufacturers will govern the terms of this section.                                                                                                                                                                   | <b>Rejected</b>                   |
| Appendix A/pg 17    | Draft Contract, Recitals, 11. Termination of Contract c. Delivery/ Service Failure                                  | Remove item c. Delivery/Service Failure entirely. Contractor's provided Service Level or End User License Agreement for manufacturers will govern the terms of this section.                                                                                                                                                                                                    | <b>Accepted</b>                   |
| Appendix A/pg 17    | Draft Contract, Recitals, 12. Licenses                                                                              | Add "(in adherence of section 11a)"                                                                                                                                                                                                                                                                                                                                             | <b>Accepted</b>                   |
| Appendix A/pg 18    | Draft Contract, Recitals, 15. Inspection & Acceptance                                                               | Remove entirely. Contractor's provided Service Level or End User License Agreement for manufacturers will govern the terms of this section.                                                                                                                                                                                                                                     | <b>Rejected</b>                   |
| Appendix A/pg 18    | Draft Contract, Recitals, 17. Price Adjustments                                                                     | Add "when contractor receives notice" to the end of the first sentence. Change "thirty (30)" days to "fifteen (15)" days. Add "Contractor's provided Service Level or End User License Agreement for manufacturers will additionally govern the terms of this section."                                                                                                         | <b>Accepted</b>                   |
| Appendix A/pg 18    | Draft Contract, Recitals, 18. Audit Rights                                                                          | Remove "random" from "random audits," and add "with no less than (1) business days' notice" immediately following. Carahsoft requests a reasonable amount of time to prepare for an audit. Change "Contractor's sole cost and expense to "Region 4 ESC's sole cost and expense". Carahsoft will give you the ability to conduct an extensive audit, but we will not pay for it. | <b>Accepted</b>                   |

**Appendix B****TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

| Section/Page                   | Term, Condition, or Specification                       | Exception/Proposed Modification                                                                                                                                                                                         | Accepted<br>(For Region 4 ESC's use) |
|--------------------------------|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Appendix A/pg 18-19            | Draft Contract, Recitals, 18. Discontinued Products     | Add "(unless manufacturer justification is provided and approved by Region 4 ESC)".                                                                                                                                     | <b>Accepted</b>                      |
| Appendix A/pg 19               | Draft Contract, Recitals, 19. New Products/Services     | Add "(unless manufacturer justification is provided and approved by Region 4 ESC)" after "...the original discount".                                                                                                    | <b>Accepted</b>                      |
| Appendix A/pg 19               | Draft Contract, Recitals, 21. Warranty Options          | Add "In accordance with Contractor's provided Service Level or End User License Agreement for manufacturers".Manufacturers terms would have greater applicability on a transactional basis                              | <b>Accepted</b>                      |
| Appendix A/pg 19               | Draft Contract, Recitals, 23. Site Preparation          | Add "(unless the exception of preparation is specified by the service level agreement)" after "...the site has not been prepared..."                                                                                    | <b>Accepted</b>                      |
| Appendix A/pg 19               | Draft Contract, Recitals, 25. Safety measures           | Add "Contractor's provided Service Level or End User License Agreement for manufacturers will govern the terms of this section.                                                                                         | <b>Accepted</b>                      |
| Appendix A/pg 20               | Draft Contract, Recitals, 27. Stored Materials          | Remove entirely and replace with Contractor's provided Service Level or End User License Agreement for manufacturers will govern the terms of this section. " Carahsoft requests these is a transactional applicability | <b>Accepted</b>                      |
| Appendix A/pg 20               | Draft Contract, Recitals, 31. Certificates of Insurance | Change "...minimum of ten (10) days" to "...minimum of fifteen (15) days". Carahsoft requests 5 extra days to consider our insurance brokers turn around time                                                           | <b>Accepted</b>                      |
| Appendix D, Exhibit A/pg 28-38 | Exhibit A Response for National Cooperative Contract    | We have included a redlined version of all terms with our response, per the Q&A                                                                                                                                         |                                      |
|                                |                                                         |                                                                                                                                                                                                                         |                                      |
|                                |                                                         |                                                                                                                                                                                                                         |                                      |
|                                |                                                         |                                                                                                                                                                                                                         |                                      |

## TAB 2 – PRODUCTS/PRICING

- i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

Carahsoft has read, understands, and will comply with this requirement. Our pricing has been included at the end of our submission, and as a separate file in our electronic copies. Printing all the SKUs was not feasible but are included in the Electronic Copy.

- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

Carahsoft has read, understands, and will comply with this requirement. We will be also including the Manufacturer part number and Offeror's part number (if different from Manufacturer part number).

- iii. Is pricing available for all products and services?

Yes, pricing is available for all our offerings.

- iv. Provide pricing for warranties on all products and services.

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

- v. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Additional discounts can be provided on a deal-by-deal basis.

- vi. Describe how customers verify they are receiving Contract pricing.

We have worked to provide the most competitive pricing possible for this contract.

*vii. Describe payment methods offered.*

Carahsoft will work with Region 4 ESC to find the most efficient method of payment for them.

*viii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.*

This information varies by manufacturer.

*ix. Describe how future product introductions will be priced and align with Contract pricing proposed.*

Carahsoft will add products and services that are in scope of the contract per the terms and conditions and discounts proposed.

*x. Provide any additional information relevant to this section.*

Carahsoft has no additional relevant information for this section.

## TAB 3 – PERFORMANCE CAPABILITY

- i. Include a detailed response to APPENDIX D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.*

See our below subheading “a. OMNIA Partners documents.”

- ii. The successful Offeror will be required to sign APPENDIX D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror’s response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.*

See our below subheading “a. OMNIA Partners documents.”

- iii. Include completed APPENDIX D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.*

See our below subheading “a. OMNIA Partners documents.”

- iv. Describe how Offeror responds to emergency orders.*

Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft’s orders are software, so there is an instant delivery per the agreed upon schedule, which can be escalated in the case of an emergency.

- v. What is Offeror’s average Fill Rate?*

We are able to fill all orders for the solutions provided in this proposal 100% of the time, due to inventory and restocking not being a factory for software and services.

- vi. What is Offeror’s average on time delivery rate? Describe Offeror’s history of meeting the shipping and delivery timelines.*

Carahsoft delivers all of its orders on time. Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft’s orders are software, so there is an instant delivery per the agreed upon schedule.

- vii. Describe Offeror’s return and restocking policy.*

We do not offer a return policy on software and services, and by the nature of software licenses and services there are no restocking concerns.

*viii. Describe Offeror's ability to meet service and warranty needs.*

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

*ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.*

Carahsoft's hours are from 8:30am - 5:30pm EST, but our vendors offer a variety of customer service hours, often providing avenues for 24/7 care.

*x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.*

Carahsoft's preferred payment terms are Net30 and will work with Region 4 ESC to reach an agreement on preferred forms of payment.

*xi. Describe Offeror's contract implementation/customer transition plan.*

During the first ten days following contract award, the Carahsoft team will conduct additional discovery activities. We have identified the keys to establishing a successful project are open discussion, careful planning and proactive risk identification and mitigation.

The Carahsoft team will immediately work with the Region 4 ESC representatives, our staff and partners in a series of meetings and workshops from the executive level to the staff level to ensure the compliance of product delivery and contract requirements. This process is the first step in the Carahsoft Team's successful contract performance

On Day One of contract award, Carahsoft will launch our Region 4 ESC ten day marketing blitz. We will also begin to convert quotes in our CRM system to Region 4 ESC quotes. This transition will help provide Carahsoft with additional opportunities throughout the United States and will motivate customers to utilize different Region 4 ESC contracts in the process.

*xii. Describe the financial condition of Offeror.*

As a privately owned company, Carahsoft does not publicly release financial information. We are a stable, conservative, and profitable company which has grown, since founding in 2004, from \$4M in bookings to more than \$5.3B in 2018. The company has received numerous accolades for our business performance from our manufacturing partners and the industry, including annual recognition ([detailed further on our website](#)) in the CRN Solution Provider 500 (2006-2018), Washington Technology's Top 100 Government Contractors (2010-2018), and the Washington Business Journal's Largest Government Contractors (2011-2018).

We currently maintain a \$25M line of credit available (currently 100% available) with Union Bank.

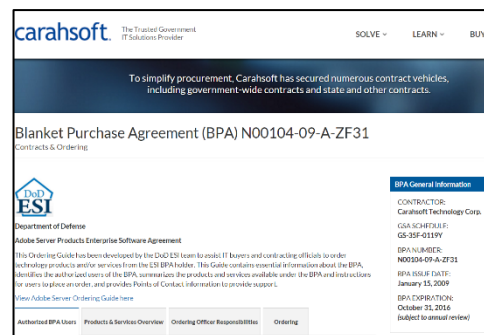
Should you require our audited financial statements or have further financial inquiries, we would be happy to provide additional information under separate cover to the specific individual that would be reviewing them.

*Specific questions may be referred to Craig P. Abod, President of Carahsoft Technology Corp.*

*xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.*

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as:

- Contract Information
- Contract FAQ Document
- Product Information
- Catalog/ Pricelist Information
- Additional Contractual Information



The following are examples of Dedicated Websites for current Carahsoft contracts:

- [Department of Defense ESI BPA Contract # N00104-12-A-ZF31](http://www.carahsoft.com/buy/esi-bpa-contracts/departments-defense-esi-desktop-bpa-contract-n00104-12-zf31)  
(<http://www.carahsoft.com/buy/esi-bpa-contracts/departments-defense-esi-desktop-bpa-contract-n00104-12-zf31>)
- [Department of the Navy ESI BPA Contract # N00104-09-A-ZF31](http://www.carahsoft.com/buy/esi-bpa-contracts/don)  
(<http://www.carahsoft.com/buy/esi-bpa-contracts/don>)
- [NASA SEWP V Contract # NNG15SC03B/NNG15SC27B](http://www.carahsoft.com/buy/sewp)  
(<http://www.carahsoft.com/buy/sewp>)

*xiv. Describe the Offeror's safety record.*

Due to there being no inventory to risk employee's safety, Carahsoft has a clean safety record.

*xv. Provide any additional information relevant to this section.*

Carahsoft does not have anything else we need to provide at this time.

## a. OMNIA Partners documents

We have completed all the required OMNIA Partners documents. We have included but not executed Exhibits A – E since they were marked "Example" or "Template". We will execute these documents upon completion of negotiations.

**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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**FEDERAL CERTIFICATIONS**  
**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

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**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

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**DEFINITIONS**

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

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

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

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

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

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

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;



- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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

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

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

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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#### APPENDIX II TO 2 CFR PART 200

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order**

**11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES JK Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

Requirements for National Cooperative Contract

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES JK Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

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

Offeror's Name: Carahsoft Technology Corporation

Address, City, State, and Zip Code: 11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Phone Number: 703.871.8500 Fax Number: 703.871.8505

Printed Name and Title of Authorized Representative: Jennifer Kanach, Proposals Director

Email Address: sales@Carahsoft.com

Signature of Authorized Representative:  Date: 11/22/19

**EXHIBIT G**  
**NEW JERSEY BUSINESS COMPLIANCE**

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**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners, Public Sector's ability to promote the Master Agreement in the State of New Jersey.

|        |                                                                   |
|--------|-------------------------------------------------------------------|
| DOC #1 | Ownership Disclosure Form                                         |
| DOC #2 | Non-Collusion Affidavit                                           |
| DOC #3 | Affirmative Action Affidavit                                      |
| DOC #4 | Political Contribution Disclosure Form                            |
| DOC #5 | Stockholder Disclosure Certification                              |
| DOC #6 | Certification of Non-Involvement in Prohibited Activities in Iran |
| DOC #7 | New Jersey Business Registration Certificate                      |

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OWNERSHIP DISCLOSURE FORM  
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** Carahsoft Technology Corporation

**Street:** 11493 Sunset Hills Road, Suite 100, Reston, VA 20190

**City, State, Zip Code:** Reston, VA 20190

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I Jennifer Kanach, an authorized representative of Carahsoft Technology Corporation, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

| Name                                                                       | Address | Interest |
|----------------------------------------------------------------------------|---------|----------|
| None. Craig P. Abod is the sole owner of Carahsoft Technology Corporation. |         |          |
|                                                                            |         |          |
|                                                                            |         |          |
|                                                                            |         |          |
|                                                                            |         |          |

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

11/22/19

**Date**



Proposals Director

**Authorized Signature and Title**

## NON-COLLUSION AFFIDAVIT

Company Name: Carahsoft Technology CorporationStreet: 11493 Sunset Hills Road, Suite 100City, State, Zip Code: Reston, VA 20190State of VACounty of FairfaxI, Jennifer Kanach of the Reston  
Name Cityin the County of Fairfax, State of Virginia  
of full age, being duly sworn according to law on my oath depose and say that:I am the Proposals Director of the firm of Carahsoft Technology Corporation.  
Title Company Name

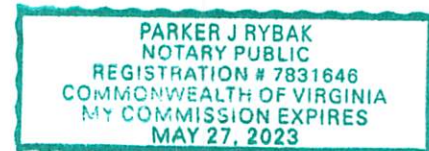
*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

Carahsoft Technology Corporation  
Company Name

Proposals Director  
Authorized Signature & Title

Subscribed and sworn before me

this 22 day of November, 2019
  
Notary Public of Virginia
My commission expires May 27, 2023

SEAL

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** Carahsoft Technology Corporation  
**Street:** 11493 Sunset Hills Road, Suite 100  
**City, State, Zip Code:** Reston, VA 20190

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
  
OR
2. A photo copy of their Certificate of Employee Information Report  
  
OR
3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

11/22/19  
**Date**

  
**Authorized Signature and Title**      Proposals Director





## State of New Jersey

PHILIP D. MURPHY  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
CONTRACT COMPLIANCE & AUDIT UNIT

ELIZABETH MAHER MUOIO  
*State Treasurer*

SHEILA Y. OLIVER  
*Lt. Governor*

EEO MONITORING PROGRAM  
33 WEST STATE STREET  
P. O. BOX 236  
TRENTON, NEW JERSEY 08625-0236  
Telephone (609)292-5400/Telefax (609)292-5899  
CCA.U.Mailbox@treas.nj.gov

MAURICE A. GRIFFIN  
*Acting Director*

June 21, 2019

Ms. Kristina Smith, Contracts Manager  
Carahsoft Technology Corporation  
1860 Michael Faraday Drive Suite 100  
Reston, VA 20190

RE: EEO/AA Vendor Evaluation

Dear Ms. Smith,

As you are aware, no public monies shall be paid to any contractor, subcontractor or business firm that has not agreed and guaranteed to afford equal employment opportunity in performance of a contract in accordance with an affirmative action program approved by the State Treasurer. This evaluation is being sent to determine your company's compliance with Equal Employment Opportunity/Affirmative Action ("EEO/AA") statutes and regulations, and if required your corrective action to remedy the deficiencies. Please indicate your current status as it relates to the following requirements of N.J.S.A. 10:5-31 et seq.

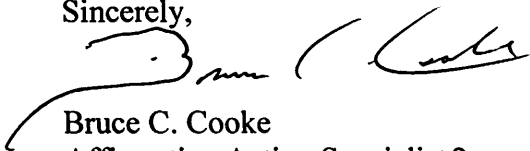
1. Does the company's solicitations and advertisements for employment contain the language "We are an Equal Opportunity Employer" which means that all applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex?  
☐ Yes ☐ No
2. Does the company maintain an Employment Applicant Log for new hires demonstrating good faith efforts to hire/employ minorities and women?  
☐ Yes ☐ No
3. Are the anti-discrimination posters that are required by law, posted in conspicuous places easily visible to both applicants and employees?  
☐ Yes ☐ No
4. Has your company been required to submit an Affirmative Action Plan?  
☐ Yes ☐ No
5. Does the company have policies and procedures regarding recruitment, hiring, promotions and terminations?  
☐ Yes ☐ No
6. Does the company utilize employment applications and testing procedures?

- \_\_\_\_ Yes      \_\_\_\_ No
7. Does your company appoint a Compliance Officer responsible for insuring adherence to the Affirmative Action laws and regulations?
- \_\_\_\_ Yes      \_\_\_\_ No
8. Has the company adopted and posted an EEO policy and disseminated it to its employees through various means (employee handbook, Intranet site, training, etc)?
- \_\_\_\_ Yes      \_\_\_\_ No
9. Has the company made a good faith effort to promote and maintain equal employment opportunities in the workforce?
- \_\_\_\_ Yes      \_\_\_\_ No
10. Do you wish to attend a training session on the requirements of the EEO/AA laws and regulations?
- \_\_\_\_ Yes      \_\_\_\_ No    If yes, please provide an email address below.

For any "No" answer in questions one through nine, you must submit, to the undersigned, a corrective action plan. This corrective action must detail how you will correct the deficiency, who will be responsible for making the corrective action and the date the actions will be completed by. An example corrective action plan is attached. The Division will also continue to audit vendors' compliance with the statutes and may levy fines up to \$1,000 for each violation for each day during which the violation continues in accordance with N.J.A.C. 17:27-10.6. Therefore, it is imperative that your corrective action plans be completed for all deficiencies. Please sign the certification below and return this completed evaluation, and the corrective action plan, if necessary, within 30 days of the above date.

Your anticipated cooperation in this matter is appreciated. If you have any questions, or wish to discuss this matter further, do not hesitate to contact me at (609) 292-5477 or email me at **bruce.cooke@treas.nj.gov**

Sincerely,



Bruce C. Cooke  
Affirmative Action Specialist 2

I certify that the above answers and corrective action plan, if required, are accurate and in compliance with all applicable EEO/AA laws and regulations.

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_





## State of New Jersey

**PHILIP D. MURPHY**  
*Governor*

**SHEILA Y. OLIVER**  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE & PROPERTY  
CONTRACT COMPLIANCE AUDIT UNIT  
EEO MONITORING PROGRAM  
P.O. BOX 206  
TRENTON, NJ 08625-0206

**ELIZABETH MAHER MUOIO**  
State Treasurer

**MAURICE A. GRIFFIN**  
Acting Director

### ISSUANCE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 1/18)

**EEO/AA INVESTIGATION**  
**CORRECTIVE ACTION PLAN**

NAME OF ORGANIZATION \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ E-MAIL \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

CERTIFICATE NUMBER \_\_\_\_\_

| DEFICIENCY | CORRECTIVE<br>ACTION PROPOSED<br>BY ORGANIZATION | METHOD OF<br>IMPLEMENTATION | PERSON<br>RESPONSIBLE FOR<br>IMPLEMENTATION | PROJECTED<br>DATE OF<br>IMPLEMENTATION |
|------------|--------------------------------------------------|-----------------------------|---------------------------------------------|----------------------------------------|
|------------|--------------------------------------------------|-----------------------------|---------------------------------------------|----------------------------------------|

SIGNATURE \_\_\_\_\_ NAME \_\_\_\_\_ DATE \_\_\_\_\_

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAY-2019** to **15-MAY-2022**

CARAHSOFT TECHNOLOGY CORPORATION  
1860 MICHAEL FARADAY DR., STE 100  
RESTON VA 20190



A handwritten signature in cursive script, reading "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO  
State Treasurer

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”





**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**

# STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

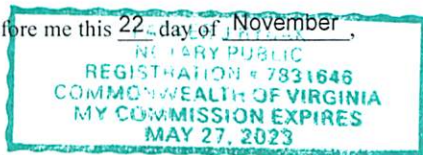
**Stockholders:**

|                                                                              |               |
|------------------------------------------------------------------------------|---------------|
| Name: Craig P. Abod is the sole owner of<br>Carahsoft Technology Corporation | Name:         |
| Home Address:<br>11493 Sunset Hills Road, Suite 100<br>Reston, VA 20190      | Home Address: |
| Name:                                                                        | Name:         |
| Home Address:                                                                | Home Address: |
| Name:                                                                        | Name:         |
| Home Address:                                                                | Home Address: |

Subscribed and sworn before me this 22 day of November,  
2019

(Notary Public)

My Commission expires:

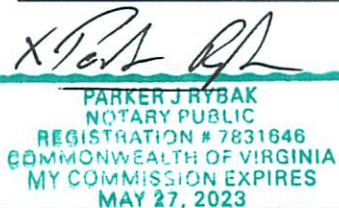


*Jennifer Kanach*  
(Affiant)

Jennifer Kanach Proposals Director

(Print name & title of affiant)

(Corporate Seal)



**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.



**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: 19-19

Bidder/Offeror: Carahsoft Technology Corporation

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Jennifer Kanach

Signature: \_\_\_\_\_

*Jennifer Kanach*

Title: Proposals Director

Date: 11/22/19

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CARAHSOFT TECHNOLOGY CORP

**Trade Name:**

**Address:** 1860 MICHAEL FARADAY DR STE. 100  
RESTON, VA 20190

**Certificate Number:** 1511213

**Effective Date:** September 09, 2009

**Date of Issuance:** February 04, 2019

**For Office Use Only:**

**20190204164113764**

## EXHIBIT H

### ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners, Public Sector and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

**Nationwide:**

|                      |                    |                        |                         |                        |
|----------------------|--------------------|------------------------|-------------------------|------------------------|
| State of Alabama     | State of Hawaii    | State of Massachusetts | State of New Mexico     | State of South Dakota  |
| State of Alaska      | State of Idaho     | State of Michigan      | State of New York       | State of Tennessee     |
| State of Arizona     | State of Illinois  | State of Minnesota     | State of North Carolina | State of Texas         |
| State of Arkansas    | State of Indiana   | State of Mississippi   | State of North Dakota   | State of Utah          |
| State of California  | State of Iowa      | State of Missouri      | State of Ohio           | State of Vermont       |
| State of Colorado    | State of Kansas    | State of Montana       | State of Oklahoma       | State of Virginia      |
| State of Connecticut | State of Kentucky  | State of Nebraska      | State of Oregon         | State of Washington    |
| State of Delaware    | State of Louisiana | State of Nevada        | State of Pennsylvania   | State of West Virginia |
| State of Florida     | State of Maine     | State of New Hampshire | State of Rhode Island   | State of Wisconsin     |
| State of Georgia     | State of Maryland  | State of New Jersey    | State of South Carolina | State of Wyoming       |
| District of Columbia |                    |                        |                         |                        |

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

**Certain Public Agencies and Political Subdivisions:**

**CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BONANAZA, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI

CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR  
CITY OF ROGUE RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA



CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT

ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT

LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNN DYLAN, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVILLE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT

RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**  
ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION,  
OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND  
COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR

WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF UINTAH, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,  
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,  
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT  
AUTHORITIES, RESERVATIONS AND UTILITIES  
INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR  
ADEL WATER IMPROVEMENT DISTRICT, OR  
ADRIAN R.F.P.D., OR  
AGNESS COMMUNITY LIBRARY, OR  
AGNESS-ILLAHE R.F.P.D., OR  
AGRICULTURE EDUCATION SERVICE EXTENSION  
DISTRICT, OR  
ALDER CREEK-BARLOW WATER DISTRICT NO. 29,  
OR  
ALFALFA FIRE DISTRICT, OR  
ALSEA R.F.P.D., OR  
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,  
OR  
AMITY FIRE DISTRICT, OR  
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR  
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,  
OR  
APPLEGATE VALLEY R.F.P.D. #9, OR  
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,  
OR  
ARCH CAPE SANITARY DISTRICT, OR  
ARNOLD IRRIGATION DISTRICT, OR  
ASH CREEK WATER CONTROL DISTRICT, OR  
ATHENA CEMETERY MAINTENANCE DISTRICT, OR

AUMSVILLE R.F.P.D., OR  
 AURORA R.F.P.D., OR  
 AZALEA R.F.P.D., OR  
 BADGER IMPROVEMENT DISTRICT, OR  
 BAILEY-SPENCER R.F.P.D., OR  
 BAKER COUNTY LIBRARY DISTRICT, OR  
 BAKER R.F.P.D., OR  
 BAKER RIVERTON ROAD DISTRICT, OR  
 BAKER VALLEY IRRIGATION DISTRICT, OR  
 BAKER VALLEY S.W.C.D., OR  
 BAKER VALLEY VECTOR CONTROL DISTRICT, OR  
 BANDON CRANBERRY WATER CONTROL DISTRICT,  
 OR  
 BANDON R.F.P.D., OR  
 BANKS FIRE DISTRICT, OR  
 BANKS FIRE DISTRICT #13, OR  
 BAR L RANCH ROAD DISTRICT, OR  
 BARLOW WATER IMPROVEMENT DISTRICT, OR  
 BASIN AMBULANCE SERVICE DISTRICT, OR  
 BASIN TRANSIT SERVICE TRANSPORTATION  
 DISTRICT, OR  
 BATON ROUGE WATER COMPANY  
 BAY AREA HEALTH DISTRICT, OR  
 BAYSHORE SPECIAL ROAD DISTRICT, OR  
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR  
 BEAVER CREEK WATER CONTROL DISTRICT, OR  
 BEAVER DRAINAGE IMPROVEMENT COMPANY,  
 INC., OR  
 BEAVER SLOUGH DRAINAGE DISTRICT, OR  
 BEAVER SPECIAL ROAD DISTRICT, OR  
 BEAVER WATER DISTRICT, OR  
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD  
 DISTRICT, OR  
 BEND METRO PARK AND RECREATION DISTRICT  
 BENTON S.W.C.D., OR  
 BERNDT SUBDIVISION WATER IMPROVEMENT  
 DISTRICT, OR  
 BEVERLY BEACH WATER DISTRICT, OR  
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,  
 LA  
 BIG BEND IRRIGATION DISTRICT, OR  
 BIGGS SERVICE DISTRICT, OR  
 BLACK BUTTE RANCH DEPARTMENT OF POLICE  
 SERVICES, OR  
 BLACK BUTTE RANCH R.F.P.D., OR  
 BLACK MOUNTAIN WATER DISTRICT, OR  
 BLODGETT-SUMMIT R.F.P.D., OR  
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR  
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR  
 BLUE RIVER PARK & RECREATION DISTRICT, OR  
 BLUE RIVER WATER DISTRICT, OR  
 BLY R.F.P.D., OR  
 BLY VECTOR CONTROL DISTRICT, OR  
 BLY WATER AND SANITARY DISTRICT, OR  
 BOARDMAN CEMETERY MAINTENANCE DISTRICT,  
 OR  
 BOARDMAN PARK AND RECREATION DISTRICT  
 BOARDMAN R.F.P.D., OR  
 BONANZA BIG SPRINGS PARK & RECREATION  
 DISTRICT, OR  
 BONANZA MEMORIAL PARK CEMETERY DISTRICT,  
 OR  
 BONANZA R.F.P.D., OR  
 BONANZA-LANGELL VALLEY VECTOR CONTROL  
 DISTRICT, OR

BORING WATER DISTRICT #24, OR  
 BOULDER CREEK RETREAT SPECIAL ROAD  
 DISTRICT, OR  
 BRIDGE R.F.P.D., OR  
 BROOKS COMMUNITY SERVICE DISTRICT, OR  
 BROWNSVILLE R.F.P.D., OR  
 BUELL-RED PRAIRIE WATER DISTRICT, OR  
 BUNKER HILL R.F.P.D. #1, OR  
 BUNKER HILL SANITARY DISTRICT, OR  
 BURLINGTON WATER DISTRICT, OR  
 BURNT RIVER IRRIGATION DISTRICT, OR  
 BURNT RIVER S.W.C.D., OR  
 CALAPOOIA R.F.P.D., OR  
 CAMAS VALLEY R.F.P.D., OR  
 CAMELLIA PARK SANITARY DISTRICT, OR  
 CAMMANN ROAD DISTRICT, OR  
 CAMP SHERMAN ROAD DISTRICT, OR  
 CANBY AREA TRANSIT, OR  
 CANBY R.F.P.D. #62, OR  
 CANBY UTILITY BOARD, OR  
 CANNON BEACH R.F.P.D., OR  
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR  
 CAPE FERRELO R.F.P.D., OR  
 CAPE FOULWEATHER SANITARY DISTRICT, OR  
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR  
 CARMEL BEACH WATER DISTRICT, OR  
 CASCADE VIEW ESTATES TRACT 2, OR  
 CEDAR CREST SPECIAL ROAD DISTRICT, OR  
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR  
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR  
 CENTRAL CASCADES FIRE AND EMS, OR  
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
 CENTRAL LINCOLN P.U.D., OR  
 CENTRAL OREGON COAST FIRE & RESCUE  
 DISTRICT, OR  
 CENTRAL OREGON INTERGOVERNMENTAL  
 COUNCIL  
 CENTRAL OREGON IRRIGATION DISTRICT, OR  
 CHAPARRAL WATER CONTROL DISTRICT, OR  
 CHARLESTON FIRE DISTRICT, OR  
 CHARLESTON SANITARY DISTRICT, OR  
 CHARLOTTE ANN WATER DISTRICT, OR  
 CHEHALEM PARK & RECREATION DISTRICT, OR  
 CHEHALEM PARK AND RECREATION DISTRICT  
 CHEMULT R.F.P.D., OR  
 CHENOWITH WATER P.U.D., OR  
 CHERRIOTS, OR  
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT,  
 OR  
 CHILOQUIN VECTOR CONTROL DISTRICT, OR  
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR  
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR  
 CHR DISTRICT IMPROVEMENT COMPANY, OR  
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT,  
 OR  
 CHRISTMAS VALLEY PARK & RECREATION  
 DISTRICT, OR  
 CHRISTMAS VALLEY R.F.P.D., OR  
 CITY OF BOGALUSA SCHOOL BOARD, LA  
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR  
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR  
 CLACKAMAS COUNTY VECTOR CONTROL  
 DISTRICT, OR  
 CLACKAMAS RIVER WATER  
 CLACKAMAS RIVER WATER, OR

CLACKAMAS S.W.C.D., OR  
 CLATSKANIE DRAINAGE IMPROVEMENT  
 COMPANY, OR  
 CLATSKANIE LIBRARY DISTRICT, OR  
 CLATSKANIE P.U.D., OR  
 CLATSKANIE PARK & RECREATION DISTRICT, OR  
 CLATSKANIE PEOPLE'S UTILITY DISTRICT  
 CLATSKANIE R.F.P.D., OR  
 CLATSOP CARE CENTER HEALTH DISTRICT, OR  
 CLATSOP COUNTY S.W.C.D., OR  
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15,  
 INC., OR  
 CLEAN WATER SERVICES  
 CLEAN WATER SERVICES, OR  
 CLOVERDALE R.F.P.D., OR  
 CLOVERDALE SANITARY DISTRICT, OR  
 CLOVERDALE WATER DISTRICT, OR  
 COALEDO DRAINAGE DISTRICT, OR  
 COBURG FIRE DISTRICT, OR  
 COLESTIN RURAL FIRE DISTRICT, OR  
 COLTON R.F.P.D., OR  
 COLTON WATER DISTRICT #11, OR  
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR  
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE  
 DISTRICT, OR  
 COLUMBIA DRAINAGE VECTOR CONTROL, OR  
 COLUMBIA IMPROVEMENT DISTRICT, OR  
 COLUMBIA R.F.P.D., OR  
 COLUMBIA RIVER FIRE & RESCUE, OR  
 COLUMBIA RIVER PUD, OR  
 COLUMBIA S.W.C.D., OR  
 COLUMBIA S.W.C.D., OR  
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN  
 RESERVATION  
 COOS COUNTY AIRPORT DISTRICT, OR  
 COOS COUNTY AIRPORT DISTRICT, OR  
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT,  
 OR  
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT,  
 OR  
 COOS FOREST PROTECTIVE ASSOCIATION  
 COOS S.W.C.D., OR  
 COQUILLE R.F.P.D., OR  
 COQUILLE VALLEY HOSPITAL DISTRICT, OR  
 CORBETT WATER DISTRICT, OR  
 CORNELIUS R.F.P.D., OR  
 CORP RANCH ROAD WATER IMPROVEMENT, OR  
 CORVALLIS R.F.P.D., OR  
 COUNTRY CLUB ESTATES SPECIAL WATER  
 DISTRICT, OR  
 COUNTRY CLUB WATER DISTRICT, OR  
 COUNTRY ESTATES ROAD DISTRICT, OR  
 COVE CEMETERY MAINTENANCE DISTRICT, OR  
 COVE ORCHARD SEWER SERVICE DISTRICT, OR  
 COVE R.F.P.D., OR  
 CRESCENT R.F.P.D., OR  
 CRESCENT SANITARY DISTRICT, OR  
 CRESCENT WATER SUPPLY AND IMPROVEMENT  
 DISTRICT, OR  
 CROOK COUNTY AGRICULTURE EXTENSION  
 SERVICE DISTRICT, OR  
 CROOK COUNTY CEMETERY DISTRICT, OR  
 CROOK COUNTY FIRE AND RESCUE, OR  
 CROOK COUNTY PARKS & RECREATION DISTRICT,  
 OR

CROOK COUNTY S.W.C.D., OR  
 CROOK COUNTY VECTOR CONTROL DISTRICT, OR  
 CROOKED RIVER RANCH R.F.P.D., OR  
 CROOKED RIVER RANCH SPECIAL ROAD DISTRICT,  
 OR  
 CRYSTAL SPRINGS WATER DISTRICT, OR  
 CURRY COUNTY 4-H & EXTENSION SERVICE  
 DISTRICT, OR  
 CURRY COUNTY PUBLIC TRANSIT SERVICE  
 DISTRICT, OR  
 CURRY COUNTY S.W.C.D., OR  
 CURRY HEALTH DISTRICT, OR  
 CURRY PUBLIC LIBRARY DISTRICT, OR  
 DALLAS CEMETERY DISTRICT #4, OR  
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR  
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
 DAYS CREEK R.F.P.D., OR  
 DAYTON FIRE DISTRICT, OR  
 DEAN MINARD WATER DISTRICT, OR  
 DEE IRRIGATION DISTRICT, OR  
 DEER ISLAND DRAINAGE IMPROVEMENT  
 COMPANY, OR  
 DELL BROGAN CEMETERY MAINTENANCE  
 DISTRICT, OR  
 DEPOE BAY R.F.P.D., OR  
 DESCHUTES COUNTY 911 SERVICE DISTRICT, OR  
 DESCHUTES COUNTY R.F.P.D. #2, OR  
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR  
 DESCHUTES S.W.C.D., OR  
 DESCHUTES VALLEY WATER DISTRICT, OR  
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR  
 DEXTER R.F.P.D., OR  
 DEXTER SANITARY DISTRICT, OR  
 DORA-SITKUM R.F.P.D., OR  
 DOUGLAS COUNTY FIRE DISTRICT #2, OR  
 DOUGLAS S.W.C.D., OR  
 DRAKES CROSSING R.F.P.D., OR  
 DRRH SPECIAL ROAD DISTRICT #6, OR  
 DRY GULCH DITCH DISTRICT IMPROVEMENT  
 COMPANY, OR  
 DUFUR RECREATION DISTRICT, OR  
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR  
 DUNDEE R.F.P.D., OR  
 DURKEE COMMUNITY BUILDING PRESERVATION  
 DISTRICT, OR  
 EAGLE POINT IRRIGATION DISTRICT, OR  
 EAGLE VALLEY CEMETERY MAINTENANCE  
 DISTRICT, OR  
 EAGLE VALLEY R.F.P.D., OR  
 EAGLE VALLEY S.W.C.D., OR  
 EAST FORK IRRIGATION DISTRICT, OR  
 EAST MULTNOMAH S.W.C.D., OR  
 EAST SALEM SERVICE DISTRICT, OR  
 EAST UMATILLA CHEMICAL CONTROL DISTRICT,  
 OR  
 EAST UMATILLA COUNTY AMBULANCE AREA  
 HEALTH DISTRICT, OR  
 EAST UMATILLA COUNTY R.F.P.D., OR  
 EAST VALLEY WATER DISTRICT, OR  
 ELGIN COMMUNITY PARKS & RECREATION  
 DISTRICT, OR  
 ELGIN HEALTH DISTRICT, OR  
 ELGIN R.F.P.D., OR  
 ELKTON ESTATES PHASE II SPECIAL ROAD  
 DISTRICT, OR

ELKTON R.F.P.D., OR  
 EMERALD P.U.D., OR  
 ENTERPRISE IRRIGATION DISTRICT, OR  
 ESTACADA CEMETERY MAINTENANCE DISTRICT,  
 OR  
 ESTACADA R.F.P.D. #69, OR  
 EUGENE R.F.P.D. # 1, OR  
 EUGENE WATER AND ELECTRIC BOARD  
 EVANS VALLEY FIRE DISTRICT #6, OR  
 FAIR OAKS R.F.P.D., OR  
 FAIRVIEW R.F.P.D., OR  
 FAIRVIEW WATER DISTRICT, OR  
 FALCON HEIGHTS WATER AND SEWER, OR  
 FALCON-COVE BEACH WATER DISTRICT, OR  
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR  
 FARGO INTERCHANGE SERVICE DISTRICT, OR  
 FARMERS IRRIGATION DISTRICT, OR  
 FAT ELK DRAINAGE DISTRICT, OR  
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR  
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT,  
 OR  
 FOR FAR ROAD DISTRICT, OR  
 FOREST GROVE R.F.P.D., OR  
 FOREST VIEW SPECIAL ROAD DISTRICT, OR  
 FORT ROCK-SILVER LAKE S.W.C.D., OR  
 FOUR RIVERS VECTOR CONTROL DISTRICT, OR  
 FOX CEMETERY MAINTENANCE DISTRICT, OR  
 GARDINER R.F.P.D., OR  
 GARDINER SANITARY DISTRICT, OR  
 GARIBALDI R.F.P.D., OR  
 GASTON R.F.P.D., OR  
 GATES R.F.P.D., OR  
 GEARHART R.F.P.D., OR  
 GILLIAM S.W.C.D., OR  
 GLENDALE AMBULANCE DISTRICT, OR  
 GLENDALE R.F.P.D., OR  
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR  
 GLENEDEN SANITARY DISTRICT, OR  
 GLENWOOD WATER DISTRICT, OR  
 GLIDE - IDLEYLD SANITARY DISTRICT, OR  
 GLIDE R.F.P.D., OR  
 GOLD BEACH - WEDDERBURN R.F.P.D., OR  
 GOLD HILL IRRIGATION DISTRICT, OR  
 GOLDFINCH ROAD DISTRICT, OR  
 GOSHEN R.F.P.D., OR  
 GOVERNMENT CAMP ROAD DISTRICT, OR  
 GOVERNMENT CAMP SANITARY DISTRICT, OR  
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR  
 GRAND RONDE SANITARY DISTRICT, OR  
 GRANT COUNTY TRANSPORTATION DISTRICT, OR  
 GRANT S.W.C.D., OR  
 GRANTS PASS IRRIGATION DISTRICT, OR  
 GREATER BOWEN VALLEY R.F.P.D., OR  
 GREATER ST. HELENS PARK & RECREATION  
 DISTRICT, OR  
 GREATER TOLEDO POOL RECREATION DISTRICT,  
 OR  
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR  
 GREEN SANITARY DISTRICT, OR  
 GREENACRES R.F.P.D., OR  
 GREENBERRY IRRIGATION DISTRICT, OR  
 GREENSPRINGS RURAL FIRE DISTRICT, OR  
 HAHLEN ROAD SPECIAL DISTRICT, OR  
 HAINES CEMETERY MAINTENANCE DISTRICT, OR  
 HAINES FIRE PROTECTION DISTRICT, OR

HALSEY-SHEDD R.F.P.D., OR  
 HAMLET R.F.P.D., OR  
 HARBOR R.F.P.D., OR  
 HARBOR SANITARY DISTRICT, OR  
 HARBOR WATER P.U.D., OR  
 HARNEY COUNTY HEALTH DISTRICT, OR  
 HARNEY S.W.C.D., OR  
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR  
 HARRISBURG FIRE AND RESCUE, OR  
 HAUSER R.F.P.D., OR  
 HAZELDELL RURAL FIRE DISTRICT, OR  
 HEBO JOINT WATER-SANITARY AUTHORITY, OR  
 HECETA WATER P.U.D., OR  
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR  
 HELIX PARK & RECREATION DISTRICT, OR  
 HELIX R.F.P.D. #7-411, OR  
 HEPPNER CEMETERY MAINTENANCE DISTRICT, OR  
 HEPPNER R.F.P.D., OR  
 HEPPNER WATER CONTROL DISTRICT, OR  
 HEREFORD COMMUNITY HALL RECREATION  
 DISTRICT, OR  
 HERMISTON CEMETERY DISTRICT, OR  
 HERMISTON IRRIGATION DISTRICT, OR  
 HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT  
 DISTRICT, OR  
 HIGH DESERT PARK & RECREATION DISTRICT, OR  
 HIGHLAND SUBDIVISION WATER DISTRICT, OR  
 HONOLULU INTERNATIONAL AIRPORT  
 HOOD RIVER COUNTY LIBRARY DISTRICT, OR  
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT,  
 OR  
 HOOD RIVER S.W.C.D., OR  
 HOOD RIVER VALLEY PARKS & RECREATION  
 DISTRICT, OR  
 HOODLAND FIRE DISTRICT #74  
 HOODLAND FIRE DISTRICT #74, OR  
 HORSEFLY IRRIGATION DISTRICT, OR  
 HOSKINS-KINGS VALLEY R.F.P.D., OR  
 HOUSING AUTHORITY OF PORTLAND  
 HUBBARD R.F.P.D., OR  
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY,  
 OR  
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT  
 COMPANY, OR  
 ICE FOUNTAIN WATER DISTRICT, OR  
 IDAHO POINT SPECIAL ROAD DISTRICT, OR  
 IDANHA-DETROIT RURAL FIRE PROTECTION  
 DISTRICT, OR  
 ILLINOIS VALLEY FIRE DISTRICT  
 ILLINOIS VALLEY R.F.P.D., OR  
 ILLINOIS VALLEY S.W.C.D., OR  
 IMBLER R.F.P.D., OR  
 INTERLACHEN WATER P.U.D., OR  
 IONE LIBRARY DISTRICT, OR  
 IONE R.F.P.D. #6-604, OR  
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR  
 IRONSIDE RURAL ROAD DISTRICT #5, OR  
 IRRIGON PARK & RECREATION DISTRICT, OR  
 IRRIGON R.F.P.D., OR  
 ISLAND CITY AREA SANITATION DISTRICT, OR  
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT,  
 OR  
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR  
 JACKSON COUNTY FIRE DISTRICT #3, OR  
 JACKSON COUNTY FIRE DISTRICT #4, OR

JACKSON COUNTY FIRE DISTRICT #5, OR  
 JACKSON COUNTY LIBRARY DISTRICT, OR  
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR  
 JACKSON S.W.C.D., OR  
 JASPER KNOLLS WATER DISTRICT, OR  
 JEFFERSON COUNTY EMERGENCY MEDICAL  
 SERVICE DISTRICT, OR  
 JEFFERSON COUNTY FIRE DISTRICT #1, OR  
 JEFFERSON COUNTY LIBRARY DISTRICT, OR  
 JEFFERSON COUNTY S.W.C.D., OR  
 JEFFERSON PARK & RECREATION DISTRICT, OR  
 JEFFERSON R.F.P.D., OR  
 JOB'S DRAINAGE DISTRICT, OR  
 JOHN DAY WATER DISTRICT, OR  
 JOHN DAY-CANYON CITY PARKS & RECREATION  
 DISTRICT, OR  
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR  
 JORDAN VALLEY CEMETERY DISTRICT, OR  
 JORDAN VALLEY IRRIGATION DISTRICT, OR  
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR  
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE  
 DISTRICT, OR  
 JOSEPHINE COUNTY 911 AGENCY, OR  
 JUNCTION CITY R.F.P.D., OR  
 JUNCTION CITY WATER CONTROL DISTRICT, OR  
 JUNIPER BUTTE ROAD DISTRICT, OR  
 JUNIPER CANYON WATER CONTROL DISTRICT, OR  
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY,  
 OR  
 JUNIPER FLAT R.F.P.D., OR  
 JUNO NONPROFIT WATER IMPROVEMENT  
 DISTRICT, OR  
 KEATING R.F.P.D., OR  
 KEATING S.W.C.D., OR  
 KEIZER R.F.P.D., OR  
 KELLOGG RURAL FIRE DISTRICT, OR  
 KENO IRRIGATION DISTRICT, OR  
 KENO PINES ROAD DISTRICT, OR  
 KENO R.F.P.D., OR  
 KENT WATER DISTRICT, OR  
 KERBY WATER DISTRICT, OR  
 K-GB-LB WATER DISTRICT, OR  
 KILCHIS WATER DISTRICT, OR  
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR  
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR  
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT,  
 OR  
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT,  
 OR  
 KLAMATH COUNTY FIRE DISTRICT #1, OR  
 KLAMATH COUNTY FIRE DISTRICT #3, OR  
 KLAMATH COUNTY FIRE DISTRICT #4, OR  
 KLAMATH COUNTY FIRE DISTRICT #5, OR  
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT,  
 OR  
 KLAMATH COUNTY PREDATORY ANIMAL  
 CONTROL DISTRICT, OR  
 KLAMATH DRAINAGE DISTRICT, OR  
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD  
 DISTRICT UNIT #2, OR  
 KLAMATH INTEROPERABILITY RADIO GROUP, OR  
 KLAMATH IRRIGATION DISTRICT, OR  
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT,  
 OR  
 KLAMATH S.W.C.D., OR

KLAMATH VECTOR CONTROL DISTRICT, OR  
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR  
 LA GRANDE CEMETERY MAINTENANCE DISTRICT,  
 OR  
 LA GRANDE R.F.P.D., OR  
 LA PINE PARK & RECREATION DISTRICT, OR  
 LA PINE R.F.P.D., OR  
 LABISH VILLAGE SEWAGE & DRAINAGE, OR  
 LACOMB IRRIGATION DISTRICT, OR  
 LAFAYETTE AIRPORT COMMISSION, LA  
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH  
 REGION 3  
 LAIDLAW WATER DISTRICT, OR  
 LAKE CHINOOK FIRE & RESCUE, OR  
 LAKE COUNTY 4-H & EXTENSION SERVICE  
 DISTRICT, OR  
 LAKE COUNTY LIBRARY DISTRICT, OR  
 LAKE CREEK R.F.P.D. - JACKSON, OR  
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR  
 LAKE DISTRICT HOSPITAL, OR  
 LAKE GROVE R.F.P.D. NO. 57, OR  
 LAKE GROVE WATER DISTRICT, OR  
 LAKE LABISH WATER CONTROL DISTRICT, OR  
 LAKE POINT SPECIAL ROAD DISTRICT, OR  
 LAKESIDE R.F.P.D. #4, OR  
 LAKESIDE WATER DISTRICT, OR  
 LAKEVIEW R.F.P.D., OR  
 LAKEVIEW S.W.C.D., OR  
 LAMONTAI IMPROVEMENT DISTRICT, OR  
 LANE FIRE AUTHORITY, OR  
 LANE LIBRARY DISTRICT, OR  
 LANE TRANSIT DISTRICT, OR  
 LANGELL VALLEY IRRIGATION DISTRICT, OR  
 LANGLOIS PUBLIC LIBRARY, OR  
 LANGLOIS R.F.P.D., OR  
 LANGLOIS WATER DISTRICT, OR  
 LAZY RIVER SPECIAL ROAD DISTRICT, OR  
 LEBANON AQUATIC DISTRICT, OR  
 LEBANON R.F.P.D., OR  
 LEWIS & CLARK R.F.P.D., OR  
 LINCOLN COUNTY LIBRARY DISTRICT, OR  
 LINCOLN S.W.C.D., OR  
 LINN COUNTY EMERGENCY TELEPHONE AGENCY,  
 OR  
 LINN S.W.C.D., OR  
 LITTLE MUDDY CREEK WATER CONTROL, OR  
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR  
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR  
 LONE PINE IRRIGATION DISTRICT, OR  
 LONG PRAIRIE WATER DISTRICT, OR  
 LOOKINGGLASS OLALLA WATER CONTROL  
 DISTRICT, OR  
 LOOKINGGLASS RURAL FIRE DISTRICT, OR  
 LORANE R.F.P.D., OR  
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT,  
 OR  
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR  
 LOUISIANA PUBLIC SERVICE COMMISSION, LA  
 LOUISIANA WATER WORKS  
 LOWELL R.F.P.D., OR  
 LOWER MCKAY CREEK R.F.P.D., OR  
 LOWER MCKAY CREEK WATER CONTROL  
 DISTRICT, OR  
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR  
 LOWER SILETZ WATER DISTRICT, OR

LOWER UMPQUA HOSPITAL DISTRICT, OR  
 LOWER UMPQUA PARK & RECREATION DISTRICT,  
 OR  
 LOWER VALLEY WATER IMPROVEMENT DISTRICT,  
 OR  
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO.,  
 OR  
 LUSTED WATER DISTRICT, OR  
 LYONS R.F.P.D., OR  
 LYONS-MEHAMA WATER DISTRICT, OR  
 MADRAS AQUATIC CENTER DISTRICT, OR  
 MAKAI SPECIAL ROAD DISTRICT, OR  
 MALHEUR COUNTY S.W.C.D., OR  
 MALHEUR COUNTY VECTOR CONTROL DISTRICT,  
 OR  
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR  
 MALHEUR DRAINAGE DISTRICT, OR  
 MALHEUR MEMORIAL HEALTH DISTRICT, OR  
 MALIN COMMUNITY CEMETERY MAINTENANCE  
 DISTRICT, OR  
 MALIN COMMUNITY PARK & RECREATION  
 DISTRICT, OR  
 MALIN IRRIGATION DISTRICT, OR  
 MALIN R.F.P.D., OR  
 MAPLETON FIRE DEPARTMENT, OR  
 MAPLETON WATER DISTRICT, OR  
 MARCOLA WATER DISTRICT, OR  
 MARION COUNTY EXTENSION & 4H SERVICE  
 DISTRICT, OR  
 MARION COUNTY FIRE DISTRICT #1, OR  
 MARION JACK IMPROVEMENT DISTRICT, OR  
 MARION S.W.C.D., OR  
 MARY'S RIVER ESTATES ROAD DISTRICT, OR  
 MCDONALD FOREST ESTATES SPECIAL ROAD  
 DISTRICT, OR  
 MCKAY ACRES IMPROVEMENT DISTRICT, OR  
 MCKAY DAM R.F.P.D. # 7-410, OR  
 MCKENZIE FIRE & RESCUE, OR  
 MCKENZIE PALISADES WATER SUPPLY  
 CORPORATION, OR  
 MCMINNVILLE R.F.P.D., OR  
 MCNULTY WATER P.U.D., OR  
 MEADOWS DRAINAGE DISTRICT, OR  
 MEDFORD IRRIGATION DISTRICT, OR  
 MEDFORD R.F.P.D. #2, OR  
 MEDFORD WATER COMMISSION  
 MEDICAL SPRINGS R.F.P.D., OR  
 MELHEUR COUNTY JAIL, OR  
 MERLIN COMMUNITY PARK DISTRICT, OR  
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR  
 MERRILL PARK DISTRICT, OR  
 MERRILL R.F.P.D., OR  
 METRO REGIONAL GOVERNMENT  
 METRO REGIONAL PARKS  
 METROPOLITAN EXPOSITION RECREATION  
 COMMISSION  
 METROPOLITAN SERVICE DISTRICT (METRO)  
 MID COUNTY CEMETERY MAINTENANCE DISTRICT,  
 OR  
 MID-COLUMBIA FIRE AND RESCUE, OR  
 MIDDLE FORK IRRIGATION DISTRICT, OR  
 MIDLAND COMMUNITY PARK, OR  
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR  
 MILES CROSSING SANITARY SEWER DISTRICT, OR  
 MILL CITY R.F.P.D. #2-303, OR

MILL FOUR DRAINAGE DISTRICT, OR  
 MILLICOMA RIVER PARK & RECREATION DISTRICT,  
 OR  
 MILLINGTON R.F.P.D. #5, OR  
 MILO VOLUNTEER FIRE DEPARTMENT, OR  
 MILTON-FREEWATER AMBULANCE SERVICE AREA  
 HEALTH DISTRICT, OR  
 MILTON-FREEWATER WATER CONTROL DISTRICT,  
 OR  
 MIROCO SPECIAL ROAD DISTRICT, OR  
 MIST-BIRKENFELD R.F.P.D., OR  
 MODOC POINT IRRIGATION DISTRICT, OR  
 MODOC POINT SANITARY DISTRICT, OR  
 MOHAWK VALLEY R.F.P.D., OR  
 MOLALLA AQUATIC DISTRICT, OR  
 MOLALLA R.F.P.D. #73, OR  
 MONITOR R.F.P.D., OR  
 MONROE R.F.P.D., OR  
 MONUMENT CEMETERY MAINTENANCE DISTRICT,  
 OR  
 MONUMENT S.W.C.D., OR  
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR  
 MORO R.F.P.D., OR  
 MORROW COUNTY HEALTH DISTRICT, OR  
 MORROW COUNTY UNIFIED RECREATION  
 DISTRICT, OR  
 MORROW S.W.C.D., OR  
 MOSIER FIRE DISTRICT, OR  
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR  
 MT. ANGEL R.F.P.D., OR  
 MT. HOOD IRRIGATION DISTRICT, OR  
 MT. LAKI CEMETERY DISTRICT, OR  
 MT. VERNON R.F.P.D., OR  
 MULINO WATER DISTRICT #1, OR  
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR  
 MULTNOMAH COUNTY R.F.P.D. #10, OR  
 MULTNOMAH COUNTY R.F.P.D. #14, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MYRTLE CREEK R.F.P.D., OR  
 NEAH-KAH-NIE WATER DISTRICT, OR  
 NEDONNA R.F.P.D., OR  
 NEHALEM BAY FIRE AND RESCUE, OR  
 NEHALEM BAY HEALTH DISTRICT, OR  
 NEHALEM BAY WASTEWATER AGENCY, OR  
 NESIKA BEACH-OPHIR WATER DISTRICT, OR  
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR  
 NESKOWIN REGIONAL WATER DISTRICT, OR  
 NESTUCCA R.F.P.D., OR  
 NETARTS WATER DISTRICT, OR  
 NETARTS-OCEANSIDE R.F.P.D., OR  
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR  
 NEW BRIDGE WATER SUPPLY DISTRICT, OR  
 NEW CARLTON FIRE DISTRICT, OR  
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
 NEW PINE CREEK R.F.P.D., OR  
 NEWBERG R.F.P.D., OR  
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR  
 NEWPORT R.F.P.D., OR  
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT  
 COMPANY, OR  
 NORTH ALBANY R.F.P.D., OR  
 NORTH BAY R.F.P.D. #9, OR  
 NORTH CLACKAMAS PARKS & RECREATION  
 DISTRICT, OR  
 NORTH COUNTY RECREATION DISTRICT, OR



NORTH DOUGLAS COUNTY FIRE & EMS, OR  
 NORTH DOUGLAS PARK & RECREATION DISTRICT,  
 OR  
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR  
 NORTH GILLIAM COUNTY R.F.P.D., OR  
 NORTH LAKE HEALTH DISTRICT, OR  
 NORTH LEBANON WATER CONTROL DISTRICT, OR  
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR  
 NORTH LINCOLN HEALTH DISTRICT, OR  
 NORTH MORROW VECTOR CONTROL DISTRICT, OR  
 NORTH SHERMAN COUNTY R.F.P.D, OR  
 NORTH UNIT IRRIGATION DISTRICT, OR  
 NORTHEAST OREGON HOUSING AUTHORITY, OR  
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT,  
 OR  
 NORTHERN WASCO COUNTY P.U.D., OR  
 NORTHERN WASCO COUNTY PARK & RECREATION  
 DISTRICT, OR  
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR  
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR  
 NYSSA RURAL FIRE DISTRICT, OR  
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR  
 OAK LODGE WATER SERVICES, OR  
 OAKLAND R.F.P.D., OR  
 OAKVILLE COMMUNITY CENTER, OR  
 OCEANSIDE WATER DISTRICT, OR  
 OCHOCO IRRIGATION DISTRICT, OR  
 OCHOCO WEST WATER AND SANITARY  
 AUTHORITY, OR  
 ODELL SANITARY DISTRICT, OR  
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR  
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR  
 ONTARIO LIBRARY DISTRICT, OR  
 ONTARIO R.F.P.D., OR  
 OPHIR R.F.P.D., OR  
 OREGON COAST COMMUNITY ACTION  
 OREGON HOUSING AND COMMUNITY SERVICES  
 OREGON INTERNATIONAL PORT OF COOS BAY, OR  
 OREGON LEGISLATIVE ADMINISTRATION  
 OREGON OUTBACK R.F.P.D., OR  
 OREGON POINT, OR  
 OREGON TRAIL LIBRARY DISTRICT, OR  
 OTTER ROCK WATER DISTRICT, OR  
 OWW UNIT #2 SANITARY DISTRICT, OR  
 OWYHEE CEMETERY MAINTENANCE DISTRICT, OR  
 OWYHEE IRRIGATION DISTRICT, OR  
 PACIFIC CITY JOINT WATER-SANITARY  
 AUTHORITY, OR  
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR  
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR  
 PALATINE HILL WATER DISTRICT, OR  
 PALMER CREEK WATER DISTRICT IMPROVEMENT  
 COMPANY, OR  
 PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR  
 PANTHER CREEK ROAD DISTRICT, OR  
 PANTHER CREEK WATER DISTRICT, OR  
 PARKDALE R.F.P.D., OR  
 PARKDALE SANITARY DISTRICT, OR  
 PENINSULA DRAINAGE DISTRICT #1, OR  
 PENINSULA DRAINAGE DISTRICT #2, OR  
 PHILOMATH FIRE AND RESCUE, OR  
 PILOT ROCK CEMETERY MAINTENANCE DISTRICT  
 #5, OR  
 PILOT ROCK PARK & RECREATION DISTRICT, OR  
 PILOT ROCK R.F.P.D., OR

PINE EAGLE HEALTH DISTRICT, OR  
 PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR  
 PINE GROVE IRRIGATION DISTRICT, OR  
 PINE GROVE WATER DISTRICT-KLAMATH FALLS,  
 OR  
 PINE GROVE WATER DISTRICT-MAUPIN, OR  
 PINE VALLEY CEMETERY DISTRICT, OR  
 PINE VALLEY R.F.P.D., OR  
 PINWOOD COUNTRY ESTATES SPECIAL ROAD  
 DISTRICT, OR  
 PIONEER DISTRICT IMPROVEMENT COMPANY, OR  
 PISTOL RIVER CEMETERY MAINTENANCE  
 DISTRICT, OR  
 PISTOL RIVER FIRE DISTRICT, OR  
 PLEASANT HILL R.F.P.D., OR  
 PLEASANT HOME WATER DISTRICT, OR  
 POCAHONTAS MINING AND IRRIGATION DISTRICT,  
 OR  
 POE VALLEY IMPROVEMENT DISTRICT, OR  
 POE VALLEY PARK & RECREATION DISTRICT, OR  
 POE VALLEY VECTOR CONTROL DISTRICT, OR  
 POLK COUNTY FIRE DISTRICT #1, OR  
 POLK S.W.C.D., OR  
 POMPADOUR WATER IMPROVEMENT DISTRICT, OR  
 PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,  
 OR  
 PORT OF ALSEA, OR  
 PORT OF ARLINGTON, OR  
 PORT OF ASTORIA, OR  
 PORT OF BANDON, OR  
 PORT OF BRANDON, OR  
 PORT OF BROOKINGS HARBOR, OR  
 PORT OF CASCADE LOCKS, OR  
 PORT OF COQUILLE RIVER, OR  
 PORT OF GARIBALDI, OR  
 PORT OF GOLD BEACH, OR  
 PORT OF HOOD RIVER, OR  
 PORT OF MORGAN CITY, LA  
 PORT OF MORROW, OR  
 PORT OF NEHALEM, OR  
 PORT OF NEWPORT, OR  
 PORT OF PORT ORFORD, OR  
 PORT OF PORTLAND, OR  
 PORT OF SIUSLAW, OR  
 PORT OF ST. HELENS, OR  
 PORT OF THE DALLES, OR  
 PORT OF TILLAMOOK BAY, OR  
 PORT OF TOLEDO, OR  
 PORT OF UMATILLA, OR  
 PORT OF UMPQUA, OR  
 PORT ORFORD CEMETERY MAINTENANCE  
 DISTRICT, OR  
 PORT ORFORD PUBLIC LIBRARY DISTRICT, OR  
 PORT ORFORD R.F.P.D., OR  
 PORTLAND DEVELOPMENT COMMISSION, OR  
 PORTLAND FIRE AND RESCUE  
 PORTLAND HOUSING CENTER, OR  
 POWDER R.F.P.D., OR  
 POWDER RIVER R.F.P.D., OR  
 POWDER VALLEY WATER CONTROL DISTRICT, OR  
 POWERS HEALTH DISTRICT, OR  
 PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR  
 PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT  
 #1, OR  
 PROSPECT R.F.P.D., OR

QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR  
 QUEENER IRRIGATION IMPROVEMENT DISTRICT,  
 OR  
 RAINBOW WATER DISTRICT, OR  
 RAINIER CEMETERY DISTRICT, OR  
 RAINIER DRAINAGE IMPROVEMENT COMPANY, OR  
 RALEIGH WATER DISTRICT, OR  
 REDMOND AREA PARK & RECREATION DISTRICT,  
 OR  
 REDMOND FIRE AND RESCUE, OR  
 RIDDLE FIRE PROTECTION DISTRICT, OR  
 RIDGEWOOD DISTRICT IMPROVEMENT COMPANY,  
 OR  
 RIDGEWOOD ROAD DISTRICT, OR  
 RIETH SANITARY DISTRICT, OR  
 RIETH WATER DISTRICT, OR  
 RIMROCK WEST IMPROVEMENT DISTRICT, OR  
 RINK CREEK WATER DISTRICT, OR  
 RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR  
 RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR  
 RIVER MEADOWS IMPROVEMENT DISTRICT, OR  
 RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR  
 RIVER ROAD PARK & RECREATION DISTRICT, OR  
 RIVER ROAD WATER DISTRICT, OR  
 RIVERBEND RIVERBANK WATER IMPROVEMENT  
 DISTRICT, OR  
 RIVERDALE R.F.P.D. 11-JT, OR  
 RIVERGROVE WATER DISTRICT, OR  
 RIVERSIDE MISSION WATER CONTROL DISTRICT,  
 OR  
 RIVERSIDE R.F.P.D. #7-406, OR  
 RIVERSIDE WATER DISTRICT, OR  
 ROBERTS CREEK WATER DISTRICT, OR  
 ROCK CREEK DISTRICT IMPROVEMENT, OR  
 ROCK CREEK WATER DISTRICT, OR  
 ROCKWOOD WATER P.U.D., OR  
 ROCKY POINT FIRE & EMS, OR  
 ROGUE RIVER R.F.P.D., OR  
 ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR  
 ROGUE VALLEY SEWER SERVICES, OR  
 ROGUE VALLEY SEWER, OR  
 ROGUE VALLEY TRANSPORTATION DISTRICT, OR  
 ROSEBURG URBAN SANITARY AUTHORITY, OR  
 ROSEWOOD ESTATES ROAD DISTRICT, OR  
 ROW RIVER VALLEY WATER DISTRICT, OR  
 RURAL ROAD ASSESSMENT DISTRICT #3, OR  
 RURAL ROAD ASSESSMENT DISTRICT #4, OR  
 SAINT LANDRY PARISH TOURIST COMMISSION  
 SAINT MARY PARISH REC DISTRICT 2  
 SAINT MARY PARISH REC DISTRICT 3  
 SAINT TAMMANY FIRE DISTRICT 4, LA  
 SALEM AREA MASS TRANSIT DISTRICT, OR  
 SALEM MASS TRANSIT DISTRICT  
 SALEM SUBURBAN R.F.P.D., OR  
 SALISHAN SANITARY DISTRICT, OR  
 SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR  
 SALMON RIVER PARK WATER IMPROVEMENT  
 DISTRICT, OR  
 SALMONBERRY TRAIL INTERGOVERNMENTAL  
 AGENCY, OR  
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR  
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR  
 SANDY R.F.P.D. #72, OR  
 SANTA CLARA R.F.P.D., OR  
 SANTA CLARA WATER DISTRICT, OR

SANTIAM WATER CONTROL DISTRICT, OR  
 SAUVIE ISLAND DRAINAGE IMPROVEMENT  
 COMPANY, OR  
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,  
 OR  
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,  
 OR  
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR  
 SCAPPOOSE R.F.P.D., OR  
 SCIO R.F.P.D., OR  
 SCOTTSBURG R.F.P.D., OR  
 SEAL ROCK R.F.P.D., OR  
 SEAL ROCK WATER DISTRICT, OR  
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,  
 LA  
 SHANGRI-LA WATER DISTRICT, OR  
 SHASTA VIEW IRRIGATION DISTRICT, OR  
 SHELLEY ROAD CREST ACRES WATER DISTRICT,  
 OR  
 SHERIDAN FIRE DISTRICT, OR  
 SHERMAN COUNTY HEALTH DISTRICT, OR  
 SHERMAN COUNTY S.W.C.D., OR  
 SHORELINE SANITARY DISTRICT, OR  
 SILETZ KEYS SANITARY DISTRICT, OR  
 SILETZ R.F.P.D., OR  
 SILVER FALLS LIBRARY DISTRICT, OR  
 SILVER LAKE IRRIGATION DISTRICT, OR  
 SILVER LAKE R.F.P.D., OR  
 SILVER SANDS SPECIAL ROAD DISTRICT, OR  
 SILVERTON R.F.P.D. NO. 2, OR  
 SISTERS PARKS & RECREATION DISTRICT, OR  
 SISTERS-CAMP SHERMAN R.F.P.D., OR  
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR  
 SIUSLAW S.W.C.D., OR  
 SIUSLAW VALLEY FIRE AND RESCUE, OR  
 SIXES R.F.P.D., OR  
 SKIPANON WATER CONTROL DISTRICT, OR  
 SKYLINE VIEW DISTRICT IMPROVEMENT  
 COMPANY, OR  
 SLEEPY HOLLOW WATER DISTRICT, OR  
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY,  
 OR  
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT,  
 OR  
 SOUTH COUNTY HEALTH DISTRICT, OR  
 SOUTH FORK WATER BOARD, OR  
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR  
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR  
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR  
 SOUTH LAFOURCHE LEVEE DISTRICT, LA  
 SOUTH LANE COUNTY FIRE & RESCUE, OR  
 SOUTH SANTIAM RIVER WATER CONTROL  
 DISTRICT, OR  
 SOUTH SHERMAN FIRE DISTRICT, OR  
 SOUTH SUBURBAN SANITARY DISTRICT, OR  
 SOUTH WASCO PARK & RECREATION DISTRICT, OR  
 SOUTHERN COOS HEALTH DISTRICT, OR  
 SOUTHERN CURRY CEMETERY MAINTENANCE  
 DISTRICT, OR  
 SOUTHVIEW IMPROVEMENT DISTRICT, OR  
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT,  
 OR  
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR  
 SOUTHWOOD PARK WATER DISTRICT, OR  
 SPECIAL ROAD DISTRICT #1, OR

SPECIAL ROAD DISTRICT #8, OR  
SPRING RIVER SPECIAL ROAD DISTRICT, OR  
SPRINGFIELD UTILITY BOARD, OR  
ST. PAUL R.F.P.D., OR  
STANFIELD CEMETERY DISTRICT #6, OR  
STANFIELD IRRIGATION DISTRICT, OR  
STARR CREEK ROAD DISTRICT, OR  
STARWOOD SANITARY DISTRICT, OR  
STAYTON FIRE DISTRICT, OR  
SUBLIMITY FIRE DISTRICT, OR  
SUBURBAN EAST SALEM WATER DISTRICT, OR  
SUBURBAN LIGHTING DISTRICT, OR  
SUCCOR CREEK DISTRICT IMPROVEMENT  
COMPANY, OR  
SUMMER LAKE IRRIGATION DISTRICT, OR  
SUMMERVILLE CEMETERY MAINTENANCE  
DISTRICT, OR  
SUMNER R.F.P.D., OR  
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR  
SUNDOWN SANITATION DISTRICT, OR  
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR  
SUNNYSIDE IRRIGATION DISTRICT, OR  
SUNRISE WATER AUTHORITY, OR  
SUNRIVER SERVICE DISTRICT, OR  
SUNSET EMPIRE PARK & RECREATION DISTRICT,  
OR  
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR  
SURFLAND ROAD DISTRICT, OR  
SUTHERLIN VALLEY RECREATION DISTRICT, OR  
SUTHERLIN WATER CONTROL DISTRICT, OR  
SWALLEY IRRIGATION DISTRICT, OR  
SWEET HOME CEMETERY MAINTENANCE DISTRICT,  
OR  
SWEET HOME FIRE & AMBULANCE DISTRICT, OR  
SWISSHOME-DEADWOOD R.F.P.D., OR  
TABLE ROCK DISTRICT IMPROVEMENT COMPANY,  
OR  
TALENT IRRIGATION DISTRICT, OR  
TANGENT R.F.P.D., OR  
TENMILE R.F.P.D., OR  
TERREBONNE DOMESTIC WATER DISTRICT, OR  
THE DALLES IRRIGATION DISTRICT, OR  
THOMAS CREEK-WESTSIDE R.F.P.D., OR  
THREE RIVERS RANCH ROAD DISTRICT, OR  
THREE SISTERS IRRIGATION DISTRICT, OR  
TIGARD TUALATIN AQUATIC DISTRICT, OR  
TIGARD WATER DISTRICT, OR  
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,  
OR  
TILLAMOOK COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT, OR  
TILLAMOOK COUNTY S.W.C.D., OR  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT,  
OR  
TILLAMOOK FIRE DISTRICT, OR  
TILLAMOOK P.U.D., OR  
TILLER R.F.P.D., OR  
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,  
OR  
TOLEDO R.F.P.D., OR  
TONE WATER DISTRICT, OR  
TOOLEY WATER DISTRICT, OR  
TRASK DRAINAGE DISTRICT, OR  
TRI CITY R.F.P.D. #4, OR  
TRI-CITY WATER & SANITARY AUTHORITY, OR

TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON  
TRIMET, OR  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN HILLS PARK & RECREATION DISTRICT,  
OR  
TUALATIN S.W.C.D., OR  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY FIRE & RESCUE, OR  
TUALATIN VALLEY IRRIGATION DISTRICT, OR  
TUALATIN VALLEY WATER DISTRICT  
TUALATIN VALLEY WATER DISTRICT, OR  
TUMALO IRRIGATION DISTRICT, OR  
TURNER FIRE DISTRICT, OR  
TWIN ROCKS SANITARY DISTRICT, OR  
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR  
TWO RIVERS S.W.C.D., OR  
TWO RIVERS SPECIAL ROAD DISTRICT, OR  
TYGH VALLEY R.F.P.D., OR  
TYGH VALLEY WATER DISTRICT, OR  
UMATILLA COUNTY FIRE DISTRICT #1, OR  
UMATILLA COUNTY S.W.C.D., OR  
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,  
OR  
UMATILLA HOSPITAL DISTRICT, OR  
UMATILLA R.F.P.D. #7-405, OR  
UMATILLA-MORROW RADIO AND DATA DISTRICT,  
OR  
UMPQUA S.W.C.D., OR  
UNION CEMETERY MAINTENANCE DISTRICT, OR  
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,  
OR  
UNION COUNTY VECTOR CONTROL DISTRICT, OR  
UNION GAP SANITARY DISTRICT, OR  
UNION GAP WATER DISTRICT, OR  
UNION HEALTH DISTRICT, OR  
UNION R.F.P.D., OR  
UNION S.W.C.D., OR  
UNITY COMMUNITY PARK & RECREATION  
DISTRICT, OR  
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR  
UPPER MCKENZIE R.F.P.D., OR  
UPPER WILLAMETTE S.W.C.D., OR  
VALE OREGON IRRIGATION DISTRICT, OR  
VALE RURAL FIRE PROTECTION DISTRICT, OR  
VALLEY ACRES SPECIAL ROAD DISTRICT, OR  
VALLEY VIEW CEMETERY MAINTENANCE  
DISTRICT, OR  
VALLEY VIEW WATER DISTRICT, OR  
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR  
VERNONIA R.F.P.D., OR  
VINEYARD MOUNTAIN PARK & RECREATION  
DISTRICT, OR  
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,  
OR  
WALLA WALLA RIVER IRRIGATION DISTRICT, OR  
WALLOWA COUNTY HEALTH CARE DISTRICT, OR  
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR  
WALLOWA LAKE IRRIGATION DISTRICT, OR  
WALLOWA LAKE R.F.P.D., OR  
WALLOWA S.W.C.D., OR  
WALLOWA VALLEY IMPROVEMENT DISTRICT #1,  
OR  
WAMIC R.F.P.D., OR  
WAMIC WATER & SANITARY AUTHORITY, OR

WARMSPRINGS IRRIGATION DISTRICT, OR  
 WASCO COUNTY S.W.C.D., OR  
 WATER ENVIRONMENT SERVICES, OR  
 WATER WONDERLAND IMPROVEMENT DISTRICT,  
 OR  
 WATERBURY & ALLEN DITCH IMPROVEMENT  
 DISTRICT, OR  
 WATSECO-BARVIEW WATER DISTRICT, OR  
 WAUNA WATER DISTRICT, OR  
 WEDDERBURN SANITARY DISTRICT, OR  
 WEST EAGLE VALLEY WATER CONTROL DISTRICT,  
 OR  
 WEST EXTENSION IRRIGATION DISTRICT, OR  
 WEST LABISH DRAINAGE & WATER CONTROL  
 IMPROVEMENT DISTRICT, OR  
 WEST MULTNOMAH S.W.C.D., OR  
 WEST SIDE R.F.P.D., OR  
 WEST SLOPE WATER DISTRICT, OR  
 WEST UMATILLA MOSQUITO CONTROL DISTRICT,  
 OR  
 WEST VALLEY FIRE DISTRICT, OR  
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR  
 WESTERN LANE AMBULANCE DISTRICT, OR  
 WESTLAND IRRIGATION DISTRICT, OR  
 WESTON ATHENA MEMORIAL HALL PARK &  
 RECREATION DISTRICT, OR  
 WESTON CEMETERY DISTRICT #2, OR  
 WESTPORT FIRE AND RESCUE, OR  
 WESTRIDGE WATER SUPPLY CORPORATION, OR  
 WESTWOOD HILLS ROAD DISTRICT, OR  
 WESTWOOD VILLAGE ROAD DISTRICT, OR  
 WHEELER S.W.C.D., OR  
 WHITE RIVER HEALTH DISTRICT, OR  
 WIARD MEMORIAL PARK DISTRICT, OR  
 WICKIUP WATER DISTRICT, OR  
 WILLAKENZIE R.F.P.D., OR  
 WILLAMALANE PARK & RECREATION DISTRICT, OR  
 WILLAMALANE PARK AND RECREATION DISTRICT  
 WILLAMETTE HUMANE SOCIETY  
 WILLAMETTE RIVER WATER COALITION, OR  
 WILLIAMS R.F.P.D., OR  
 WILLOW CREEK PARK DISTRICT, OR  
 WILLOW DALE WATER DISTRICT, OR  
 WILSON RIVER WATER DISTRICT, OR  
 WINCHESTER BAY R.F.P.D., OR  
 WINCHESTER BAY SANITARY DISTRICT, OR  
 WINCHUCK R.F.P.D., OR  
 WINSTON-DILLARD R.F.P.D., OR  
 WINSTON-DILLARD WATER DISTRICT, OR  
 WOLF CREEK R.F.P.D., OR  
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY,  
 OR  
 WOODBURN R.F.P.D. NO. 6, OR  
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR  
 WOODS ROAD DISTRICT, OR  
 WRIGHT CREEK ROAD WATER IMPROVEMENT  
 DISTRICT, OR  
 WY'EAST FIRE DISTRICT, OR  
 YACHATS R.F.P.D., OR  
 YAMHILL COUNTY TRANSIT AREA, OR  
 YAMHILL FIRE PROTECTION DISTRICT, OR  
 YAMHILL SWCD, OR  
 YONCALLA PARK & RECREATION DISTRICT, OR  
 YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,  
 OR

ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
 BEAVERTON SCHOOL DISTRICT  
 BEND-LA PINE SCHOOL DISTRICT  
 BOGALUSA HIGH SCHOOL, LA  
 BOSSIER PARISH SCHOOL BOARD  
 BROOKING HARBOR SCHOOL DISTRICT  
 CADDO PARISH SCHOOL DISTRICT  
 CALCASIEU PARISH SCHOOL DISTRICT  
 CANBY SCHOOL DISTRICT  
 CANYONVILLE CHRISTIAN ACADEMY  
 CASCADE SCHOOL DISTRICT  
 CASCADES ACADEMY OF CENTRAL OREGON  
 CENTENNIAL SCHOOL DISTRICT  
 CENTRAL CATHOLIC HIGH SCHOOL  
 CENTRAL POINT SCHOOL DISTRICT NO.6  
 CENTRAL SCHOOL DISTRICT 13J  
 COOS BAY SCHOOL DISTRICT NO.9  
 CORVALLIS SCHOOL DISTRICT 509J  
 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
 CULVER SCHOOL DISTRICT  
 DALLAS SCHOOL DISTRICT NO.2  
 DAVID DOUGLAS SCHOOL DISTRICT  
 DAYTON SCHOOL DISTRICT NO.8  
 DE LA SALLE N CATHOLIC HS  
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
 DOUGLAS EDUCATIONAL DISTRICT SERVICE  
 DUFUR SCHOOL DISTRICT NO.29  
 EAST BATON ROUGE PARISH SCHOOL DISTRICT  
 ESTACADA SCHOOL DISTRICT NO.10B  
 FOREST GROVE SCHOOL DISTRICT  
 GEORGE MIDDLE SCHOOL  
 GLADSTONE SCHOOL DISTRICT  
 GRANTS PASS SCHOOL DISTRICT 7  
 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
 GRESHAM BARLOW JOINT SCHOOL DISTRICT  
 HEAD START OF LANE COUNTY  
 HIGH DESERT EDUCATION SERVICE DISTRICT  
 HILLSBORO SCHOOL DISTRICT  
 HOOD RIVER COUNTY SCHOOL DISTRICT  
 JACKSON CO SCHOOL DIST NO.9  
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
 JEFFERSON PARISH SCHOOL DISTRICT  
 JEFFERSON SCHOOL DISTRICT  
 JUNCTION CITY SCHOOLS, OR  
 KLAMATH COUNTY SCHOOL DISTRICT  
 KLAMATH FALLS CITY SCHOOLS  
 LAFAYETTE PARISH SCHOOL DISTRICT  
 LAKE OSWEGO SCHOOL DISTRICT 7J  
 LANE COUNTY SCHOOL DISTRICT 4J  
 LINCOLN COUNTY SCHOOL DISTRICT  
 LINN CO. SCHOOL DIST. 95C  
 LIVINGSTON PARISH SCHOOL DISTRICT  
 LOST RIVER JR/SR HIGH SCHOOL  
 LOWELL SCHOOL DISTRICT NO.71  
 MARION COUNTY SCHOOL DISTRICT  
 MARION COUNTY SCHOOL DISTRICT 103  
 MARIST HIGH SCHOOL, OR  
 MCMINNVILLE SCHOOL DISTRICT NOAO  
 MEDFORD SCHOOL DISTRICT 549C  
 MITCH CHARTER SCHOOL  
 MONROE SCHOOL DISTRICT NO.1J

MORROW COUNTY SCHOOL DIST, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MULTISENSORY LEARNING ACADEMY  
 MYRTLE PINT SCHOOL DISTRICT 41  
 NEAH-KAH-NIE DISTRICT NO.56  
 NEWBERG PUBLIC SCHOOLS  
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
 NOBEL LEARNING COMMUNITIES  
 NORTH BEND SCHOOL DISTRICT 13  
 NORTH CLACKAMAS SCHOOL DISTRICT  
 NORTH DOUGLAS SCHOOL DISTRICT  
 NORTH WASCO CITY SCHOOL DISTRICT 21  
 NORTHWEST REGIONAL EDUCATION SERVICE  
 DISTRICT  
 ONTARIO MIDDLE SCHOOL  
 OREGON TRAIL SCHOOL DISTRICT NOA6  
 ORLEANS PARISH SCHOOL DISTRICT  
 PHOENIX-TALENT SCHOOL DISTRICT NOA  
 PLEASANT HILL SCHOOL DISTRICT  
 PORTLAND JEWISH ACADEMY  
 PORTLAND PUBLIC SCHOOLS  
 RAPIDES PARISH SCHOOL DISTRICT  
 REDMOND SCHOOL DISTRICT  
 REYNOLDS SCHOOL DISTRICT  
 ROGUE RIVER SCHOOL DISTRICT  
 ROSEBURG PUBLIC SCHOOLS  
 SCAPPOOSE SCHOOL DISTRICT 1J  
 SAINT TAMMANY PARISH SCHOOL BOARD, LA  
 SEASIDE SCHOOL DISTRICT 10  
 SHERWOOD SCHOOL DISTRICT 88J  
 SILVER FALLS SCHOOL DISTRICT 4J  
 SOUTH LANE SCHOOL DISTRICT 45J3  
 SOUTHERN OREGON EDUCATION SERVICE  
 DISTRICT  
 SPRINGFIELD PUBLIC SCHOOLS  
 SUTHERLIN SCHOOL DISTRICT  
 SWEET HOME SCHOOL DISTRICT NO.55  
 TERREBONNE PARISH SCHOOL DISTRICT  
 THE CATLIN GABEL SCHOOL  
 TIGARD-TUALATIN SCHOOL DISTRICT  
 UMATILLA MORROW ESD  
 WEST LINN WILSONVILLE SCHOOL DISTRICT  
 WILLAMETTE EDUCATION SERVICE DISTRICT  
 WOODBURN SCHOOL DISTRICT  
 YONCALLA SCHOOL DISTRICT  
 ACADEMY FOR MATH ENGINEERING & SCIENCE  
 (AMES), UT  
 ALIANZA ACADEMY, UT  
 ALPINE DISTRICT, UT  
 AMERICAN LEADERSHIP ACADEMY, UT  
 AMERICAN PREPARATORY ACADEMY, UT  
 BAER CANYON HIGH SCHOOL FOR SPORTS &  
 MEDICAL SCIENCES, UT  
 BEAR RIVER CHARTER SCHOOL, UT  
 BEAVER SCHOOL DISTRICT, UT  
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY  
 (BSTA) , UT  
 BOX ELDER SCHOOL DISTRICT, UT  
 CBA CENTER, UT  
 CACHE SCHOOL DISTRICT, UT  
 CANYON RIM ACADEMY, UT  
 CANYONS DISTRICT, UT  
 CARBON SCHOOL DISTRICT, UT  
 CHANNING HALL, UT  
 CHARTER SCHOOL LEWIS ACADEMY, UT

CITY ACADEMY, UT  
 DAGGETT SCHOOL DISTRICT, UT  
 DAVINCI ACADEMY, UT  
 DAVIS DISTRICT, UT  
 DUAL IMMERSION ACADEMY, UT  
 DUCHESNE SCHOOL DISTRICT, UT  
 EARLY LIGHT ACADEMY AT DAYBREAK, UT  
 EAST HOLLYWOOD HIGH, UT  
 EDITH BOWEN LABORATORY SCHOOL, UT  
 EMERSON ALCOTT ACADEMY, UT  
 EMERY SCHOOL DISTRICT, UT  
 ENTHEOS ACADEMY, UT  
 EXCELSIOR ACADEMY, UT  
 FAST FORWARD HIGH, UT  
 FREEDOM ACADEMY, UT  
 GARFIELD SCHOOL DISTRICT, UT  
 GATEWAY PREPARATORY ACADEMY, UT  
 GEORGE WASHINGTON ACADEMY, UT  
 GOOD FOUNDATION ACADEMY, UT  
 GRAND SCHOOL DISTRICT, UT  
 GRANITE DISTRICT, UT  
 GUADALUPE SCHOOL, UT  
 HAWTHORN ACADEMY, UT  
 INTECH COLLEGIATE HIGH SCHOOL, UT  
 IRON SCHOOL DISTRICT, UT  
 ITINERIS EARLY COLLEGE HIGH, UT  
 JOHN HANCOCK CHARTER SCHOOL, UT  
 JORDAN DISTRICT, UT  
 JUAB SCHOOL DISTRICT, UT  
 KANE SCHOOL DISTRICT, UT  
 KARL G MAESER PREPARATORY ACADEMY, UT  
 LAKEVIEW ACADEMY, UT  
 LEGACY PREPARATORY ACADEMY, UT  
 LIBERTY ACADEMY, UT  
 LINCOLN ACADEMY, UT  
 LOGAN SCHOOL DISTRICT, UT  
 MARIA MONTESSORI ACADEMY, UT  
 MERIT COLLEGE PREPARATORY ACADEMY, UT  
 MILLARD SCHOOL DISTRICT, UT  
 MOAB CHARTER SCHOOL, UT  
 MONTICELLO ACADEMY, UT  
 MORGAN SCHOOL DISTRICT, UT  
 MOUNTAINVILLE ACADEMY, UT  
 MURRAY SCHOOL DISTRICT, UT  
 NAVIGATOR POINTE ACADEMY, UT  
 NEBO SCHOOL DISTRICT, UT  
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE  
 (NUAMES), UT  
 NOAH WEBSTER ACADEMY, UT  
 NORTH DAVIS PREPARATORY ACADEMY, UT  
 NORTH SANPETE SCHOOL DISTRICT, UT  
 NORTH STAR ACADEMY, UT  
 NORTH SUMMIT SCHOOL DISTRICT, UT  
 ODYSSEY CHARTER SCHOOL, UT  
 OGDEN PREPARATORY ACADEMY, UT  
 OGDEN SCHOOL DISTRICT, UT  
 OPEN CLASSROOM, UT  
 OPEN HIGH SCHOOL OF UTAH, UT  
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
 PARADIGM HIGH SCHOOL, UT  
 PARK CITY SCHOOL DISTRICT, UT  
 PINNACLE CANYON ACADEMY, UT  
 PIUTE SCHOOL DISTRICT, UT  
 PROVIDENCE HALL, UT  
 PROVO SCHOOL DISTRICT, UT

QUAIL RUN PRIMARY SCHOOL, UT  
 QUEST ACADEMY, UT  
 RANCHES ACADEMY, UT  
 REAGAN ACADEMY, UT  
 RENAISSANCE ACADEMY, UT  
 RICH SCHOOL DISTRICT, UT  
 ROCKWELL CHARTER HIGH SCHOOL, UT  
 SALT LAKE ARTS ACADEMY, UT  
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
 SALT LAKE SCHOOL DISTRICT, UT  
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT  
 SAN JUAN SCHOOL DISTRICT, UT  
 SEVIER SCHOOL DISTRICT, UT  
 SOLDIER HOLLOW CHARTER SCHOOL, UT  
 SOUTH SANPETE SCHOOL DISTRICT, UT  
 SOUTH SUMMIT SCHOOL DISTRICT, UT  
 SPECTRUM ACADEMY, UT  
 SUCCESS ACADEMY, UT  
 SUCCESS SCHOOL, UT  
 SUMMIT ACADEMY, UT  
 SUMMIT ACADEMY HIGH SCHOOL, UT  
 SYRACUSE ARTS ACADEMY, UT  
 THOMAS EDISON - NORTH, UT  
 TIMPANOGOS ACADEMY, UT  
 TINTIC SCHOOL DISTRICT, UT  
 TOOEELE SCHOOL DISTRICT, UT  
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT  
 UINTAH RIVER HIGH, UT  
 UINTAH SCHOOL DISTRICT, UT  
 UTAH CONNECTIONS ACADEMY, UT  
 UTAH COUNTY ACADEMY OF SCIENCE, UT  
 UTAH ELECTRONIC HIGH SCHOOL, UT  
 UTAH SCHOOLS FOR DEAF & BLIND, UT  
 UTAH STATE OFFICE OF EDUCATION, UT  
 UTAH VIRTUAL ACADEMY, UT  
 VENTURE ACADEMY, UT  
 VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT  
 WALDEN SCHOOL OF LIBERAL ARTS, UT  
 WASATCH PEAK ACADEMY, UT  
 WASATCH SCHOOL DISTRICT, UT  
 WASHINGTON SCHOOL DISTRICT, UT  
 WAYNE SCHOOL DISTRICT, UT  
 WEBER SCHOOL DISTRICT, UT  
 WEILENMANN SCHOOL OF DISCOVERY, UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY  
 BATON ROUGE COMMUNITY COLLEGE, LA  
 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 BLUE MOUNTAIN COMMUNITY COLLEGE  
 BRIGHAM YOUNG UNIVERSITY - HAWAII  
 CENTRAL OREGON COMMUNITY COLLEGE  
 CENTENARY COLLEGE OF LOUISIANA  
 CHEMEKETA COMMUNITY COLLEGE  
 CLACKAMAS COMMUNITY COLLEGE  
 COLLEGE OF THE MARSHALL ISLANDS  
 COLUMBIA GORGE COMMUNITY COLLEGE  
 CONCORDIA UNIVERSITY  
 GEORGE FOX UNIVERSITY  
 KLAMATH COMMUNITY COLLEGE DISTRICT  
 LANE COMMUNITY COLLEGE  
 LEWIS AND CLARK COLLEGE

LINFIELD COLLEGE  
 LINN-BENTON COMMUNITY COLLEGE  
 LOUISIANA COLLEGE, LA  
 LOUISIANA STATE UNIVERSITY  
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
 MARYLHURST UNIVERSITY  
 MT. HOOD COMMUNITY COLLEGE  
 MULTNOMAH BIBLE COLLEGE  
 NATIONAL COLLEGE OF NATURAL MEDICINE  
 NORTHWEST CHRISTIAN COLLEGE  
 OREGON HEALTH AND SCIENCE UNIVERSITY  
 OREGON INSTITUTE OF TECHNOLOGY  
 OREGON STATE UNIVERSITY  
 OREGON UNIVERSITY SYSTEM  
 PACIFIC UNIVERSITY  
 PIONEER PACIFIC COLLEGE  
 PORTLAND COMMUNITY COLLEGE  
 PORTLAND STATE UNIVERSITY  
 REED COLLEGE  
 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
 ROGUE COMMUNITY COLLEGE  
 SOUTHEASTERN LOUISIANA UNIVERSITY  
 SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
 SOUTHWESTERN OREGON COMMUNITY COLLEGE  
 TULANE UNIVERSITY  
 TILLAMOOK BAY COMMUNITY COLLEGE  
 UMPQUA COMMUNITY COLLEGE  
 UNIVERSITY OF HAWAII BOARD OF REGENTS  
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE  
 UNIVERSITY OF OREGON-GRADUATE SCHOOL  
 UNIVERSITY OF PORTLAND  
 UNIVERSITY OF NEW ORLEANS  
 WESTERN OREGON UNIVERSITY  
 WESTERN STATES CHIROPRACTIC COLLEGE  
 WILLAMETTE UNIVERSITY  
 XAVIER UNIVERSITY  
 UTAH SYSTEM OF HIGHER EDUCATION, UT  
 UNIVERSITY OF UTAH, UT  
 UTAH STATE UNIVERSITY, UT  
 WEBER STATE UNIVERSITY, UT  
 SOUTHERN UTAH UNIVERSITY, UT  
 SNOW COLLEGE, UT  
 DIXIE STATE COLLEGE, UT  
 COLLEGE OF EASTERN UTAH, UT  
 UTAH VALLEY UNIVERSITY, UT  
 SALT LAKE COMMUNITY COLLEGE, UT  
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

#### **STATE AGENCIES**

ADMIN. SERVICES OFFICE  
 BOARD OF MEDICAL EXAMINERS  
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
 HAWAII DEPARTMENT OF TRANSPORTATION  
 HAWAII HEALTH SYSTEMS CORPORATION  
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
 OFFICE OF THE STATE TREASURER  
 OREGON BOARD OF ARCHITECTS  
 OREGON CHILD DEVELOPMENT COALITION  
 OREGON DEPARTMENT OF EDUCATION  
 OREGON DEPARTMENT OF FORESTRY  
 OREGON DEPT OF TRANSPORTATION  
 OREGON DEPT. OF EDUCATION

OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF  
HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT  
ATTORNEY  
STATE OF UTAH

EXAMPLE

## TAB 4 – QUALIFICATION AND EXPERIENCE

### *i. Provide a brief history of the Offeror, including year it was established and corporate office location.*

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies. Formed by a group of seasoned professionals with decades of experience in sales, marketing and contract program management, Carahsoft has built our reputation as a customer-centric organization.

The Carahsoft team has a proven history of helping agencies find the best possible technology solution at the best possible value. Each customer works directly with a dedicated account representative to determine a solution tailored specifically to meet his or her needs. We combine our extensive knowledge of the technologies we provide, with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing.

Carahsoft will leverage its experience with state and federal procurement agencies to streamline the ordering process for the State of Texas. Carahsoft maintains state-wide contracts in Texas, Ohio, Pennsylvania, California, Florida, Illinois, Maryland, New York State, North Carolina, and Virginia. Additionally, Carahsoft Technology Corp. currently holds many of the proposed products on our GSA Schedule contract (GS-35F-0119Y).

### *ii. Describe Offeror's reputation in the marketplace.*

Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships. Carahsoft offers a vast portfolio and provides many value adds that other large reseller companies cannot attain. However, As an IT reseller and distributor, Carahsoft works together with a number of other companies and strives to maintain positive relationships in the IT industry because the IT business requires cooperation on all levels. We are a stable, conservative, and profitable company and have received numerous accolades, as detailed below and further on our awards page: <http://www.carahsoft.com/awards>

- Top Ranked GSA Schedule 70 Contract holder for software
- #30 on Washington Business Journal's Largest Government Contractors List for 2016
- #40 on Washington Technology's Top 100 Government Contractors List for 2017
- Fed 100 Winner and Ernst & Young Entrepreneur of the Year, Craig P. Abod, President and CEO; Fed 100 Winner, John Lee, Vice President of Cloud Services



### *iii. Describe Offeror's reputation of products and services in the marketplace.*

In addition to our awards above, Carahsoft maintains one of the largest partner networks in the industry and can provide a quote for any vendor in 30 minutes.



*iv. Describe the experience and qualification of key employees.*

| Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Position                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| <b>Craig P. Abod</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Carahsoft President and<br/>Program Executive Sponsor</b> |
| <b>Background</b> <ul style="list-style-type: none"> <li>• Top corporate executive with more than 25 years of experience in government sales, government marketing, and Federal Contract program management</li> <li>• Carahsoft founder and serial entrepreneur with a stellar track record of building effective operations and driving incredible growth (In 11 years, Craig has grown the company from \$0 to over \$2.2 billion in revenue.)</li> <li>• Highly successful at building strategic, long-term business relationships with high-level decision makers in industry and government</li> <li>• Hands-on leader with meticulous attention to detail and unwavering commitment to providing unparalleled value to vendor/reseller partners and government customers</li> <li>• Distinguished career highlighted by over \$3B in Government Bookings</li> <li>• Expert at determining, defining, goaling and driving organizations to deliver and track results against key performance indicators and relevant business metrics</li> <li>• Knowledgeable and skilled contract negotiator successful in the acquisition of many functional selling contracts to improve both vendor sales and government purchaser/ consumer experience</li> </ul> |                                                              |
| <b>Skills</b> <ul style="list-style-type: none"> <li>• Expert in strategy, mission, and vision planning</li> <li>• Proven leader with the ability to steer multi-faceted dynamic organizations to deliver successful results</li> <li>• Highly experienced in all functional business areas including sales, marketing, corporate strategy, finance and administration, IT/MIS, contracts management, operations/customer service, HR</li> <li>• Deep knowledge of the US Public Sector Industry and the US Information Technology Industry landscapes combined with an ability to facilitate business between them</li> <li>• Loyal supporter and mentor to small and medium-sized companies wanting to do business with the government</li> <li>• Proven ability to structure and negotiate complex deals</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                              |
| <b>Relevant Experience</b> <p>Has established productive partnerships with more than 200 manufacturers and built an ecosystem of 1,000+ reseller, integrator and service partners, enabling year-over-year double and triple digit growth in public sector revenue for many of these partners. Has overseen the acquisition of more than 100 contract vehicles to accelerate vendor sales and simplify end-user procurement. Has continuously built out the corporate infrastructure and staff to scale in advance of growth. Runs an organization of more than 500 employees that is singularly focused on delivering solid results to its manufacturer partners.</p> <p><b>Founder and President</b><br/>Carahsoft Technology Corp.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                              |

2004 to present

Prior to founding Carahsoft, Craig spent more than 15 years as a senior executive in the government IT marketplace.

### Recognition

Carahsoft measures its success by the accolades received from the company's vendors, the channel industry, and the business community. Year-over-year accolades include:

- #1 Top Ranked GSA Schedule Holder 2014 (GSA 70; GSA 132-32, 132-33)
- Washington Technology Top 100 Government Contractors (2010-2015)
- Washington Post 200 (2009-2014)
- Inc500/5000 Fastest Growing Private Companies Hall of Fame (2008-2015); Top 10 Revenue Producer
- 2015 EY Entrepreneur of the Year, Metro DC
- Washington Business Journal
  - Fastest Growing Companies (2007-2014)
  - Top Private Companies (2007-2015)
  - Largest Government Contractors (2011-2015)
- CRN's Solutions Provider 500 list (2007-2015)
- Washington SmartCEO magazine's Future 50 (2009-2015)

Recent recognition also includes:

- HP Federal Software Partner of the Year 2015
- Red Hat Distribution Partner of the Year 2015
- FireEye Distributor of the Year 2014, 2013
- Red Hat North America Public Sector Distributor of the Year 2014
- HP PartnerOne Software Growth Reseller of the Year 2014
- Symantec Distribution "SymSMART" Sales Champ 2013
- Red Hat 2013 North American Public Sector Distributor of the Year
- Arista's 2013 Elite Partner Certification Recognition Award
- CollabNet 2013 Federal Partner of the Year
- EMC 2013 Services Partner of the Year
- HP Software 2013 Federal Partner of the Year
- Splunk 2013 Partner of the Year

| Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Position                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| <b>Robert R. Moore</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Carahsoft Vice President and Project Manager</b> |
| <b>Background</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                     |
| <ul style="list-style-type: none"> <li>• Senior Sales Executive with a 15 year accomplished career track</li> <li>• Held senior sales management positions throughout a dynamic tenure in US Government Information Technology Sales</li> <li>• Developed multiple successful; selling organizations from the ground up to revenues greater than \$200M</li> <li>• Has contributed to the development of several organizations from the start-up/ incubator phase into mature successful selling phases</li> <li>• Successful and experienced at performing all aspects of monthly sales forecasting and competitive analyses to develop highly successful selling organizations</li> <li>• 15 years of total experience in Government IT Sales in positions that have ranged from technical account manager, director of sales and several senior sales management posts</li> </ul>                                                                                                                                                                                                                                                                                                                                                              |                                                     |
| <b>Skills</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                     |
| <ul style="list-style-type: none"> <li>• Sales Team Training &amp; Supervision</li> <li>• Strategic &amp; Tactical Planning</li> <li>• Competitive Sales Analysis</li> <li>• Government Contract Negotiations</li> <li>• Broker Vendor Relations</li> <li>• Account Development/ Acquisition</li> <li>• Sales Presentations and Closing</li> <li>• Policy Formulation and Dispersal</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |
| <b>Relevant Experience</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                     |
| <p>As Vice President at Carahsoft, holds full responsibility for all sales operations through a team of Sales Managers and three (3) independent sales organizations comprised of 46 sales representatives covering U.S. Government nationwide. Has solidified exclusive partnerships with multiple Information Technology Manufacturers, expanding product awareness and distribution throughout the Public Sector/ Government vertical. Has acquired a broad portfolio of IDIQ, GWAC, and similar contracts that include GSA Schedule 70, Agency Specific Blanket Purchase Agreements, and State specific contracts and successfully leveraged these contracts into successful selling vehicles. Grew national government sales organization from 4 to over 40, in charge of on-site sales training, policy formulation, goal setting, incentive programs, sales commissions and sustaining growth in annual revenues of 15% - 35%. Spear headed selling strategies and marketing plans that included competitive upgrade programs, user group forums, solution based selling and consistently realized a 30% - 50% Return on Investment. Familiar and responsible for all aspects of operations and performance of the sales organization.</p> |                                                     |

| Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Position                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>Mary Lange</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Marketing Manager</b> |
| <b>Background</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |
| <ul style="list-style-type: none"> <li>• More than 15 years' experience as senior marketing executive for government IT solutions providers and commercial software manufacturers</li> <li>• 10 years' experience growing and managing marketing teams to support demand generation for software/hardware manufacturers in the public sector</li> <li>• Committed to ensuring marketing operational success through implementation of best practices and meticulous assessment of value provided through each program</li> <li>• Have directed competitive research, product marketing, new business development activities, sales training, product launches, and channel and internal communications/promotional programs</li> </ul>                                           |                          |
| <b>Skills</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |
| <ul style="list-style-type: none"> <li>• Expert in strategic and tactical marketing planning and execution for public sector markets</li> <li>• Demonstrated expertise translating technical products and services into understandable, persuasive collateral materials and proposals</li> <li>• Proven demand generation/customer retention expertise</li> <li>• Also experienced in: <ul style="list-style-type: none"> <li>○ Channel marketing and enablement activities</li> <li>○ Program initiative/campaign development and execution</li> <li>○ Product launches and special event planning</li> <li>○ Employee communication and team building</li> <li>○ Executive speech writing</li> <li>○ Analyst, public and community relations management</li> </ul> </li> </ul> |                          |
| <b>Relevant Experience</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |
| <p>Have directed all strategic and tactical marketing initiatives for several Government IT solutions providers supporting multiple vendor and reseller partners. Responsible for marketing and corporate communications, public and vendor relations, demand creation initiatives, advertising programs, MDF management and maximization, and ROI analysis. Work closely with vendor and reseller partners and Carahsoft sales reps to develop and implement a high volume of compelling and cost-effective lead generation programs, contributing to company's double- and triple-digit growth rates in public sector revenues.</p>                                                                                                                                            |                          |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| <b>Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Position</b>                                    |
| <b>Kai Hollenhorst</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Carahsoft State and Local Contracts Manager</b> |
| <b>Background</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                    |
| <ul style="list-style-type: none"> <li>• Contracts Specialist for 2 years</li> <li>• Worked in government contracting for almost 5 years and worked in various different procurement channels</li> <li>• Developed multiple winning solicitation responses to statewide vehicles</li> <li>• Manages several large scale contracting initiatives in the cooperative space</li> <li>• Successful and experienced at performing all aspects of monthly sales forecasting and competitive analyses to develop highly successful selling organizations</li> <li>• Organizes large scale manufacturer catalogs for contracts in the state and local portfolio</li> </ul>                                                                                                                                                                                         |                                                    |
| <b>Skills</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                    |
| <ul style="list-style-type: none"> <li>• Strategic &amp; Tactical Planning</li> <li>• Competitive Sales Analysis</li> <li>• Government Contract Negotiations</li> <li>• Broker Vendor Relations</li> <li>• Account Development/ Acquisition</li> <li>• Policy Formulation and Dispersal</li> <li>• Procurement administration</li> <li>• Program management</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                    |
| <b>Relevant Experience</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                    |
| <p>Worked on several large scale cooperative contracting initiatives that have extensive customer base with several hundred industry manufacturers utilizing them as the go to market vehicle. Worked with contracting officers across the country to enable information technology procurement for public sector agencies through contract negotiation, compliance management, operational administration, and opportunity seeking and capture activities. Has acquired a broad portfolio of IDIQ, GWAC, and similar contracts that include GSA Schedule 70, Agency Specific Blanket Purchase Agreements, and State specific contracts and successfully leveraged these contracts into successful selling vehicles. Expanded the offering potential of awarded contracts through dynamic partnership networks to help facilitate W/MBE HUB companies.</p> |                                                    |

v. Describe Offeror's experience working with the government sector.

Carahsoft has been providing best of breed hardware, software, and support solutions to federal, state, and local government agencies since 2004, processing over 388,969 orders. Additionally, over the past 15 years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract

management resources. A list of available contracts can be found at [www.carahsoft.com/contracts/index.php](http://www.carahsoft.com/contracts/index.php).

*vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.*

Carahsoft does not have any such actions.

*vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.*

See our below section "a. References".

*viii. Provide any additional information relevant to this section.*

Not applicable

## a. References

| Reference # 1           |                                          |
|-------------------------|------------------------------------------|
| Entity Name             | OARnet                                   |
| Contact Name and Title  | Dennis Walsh, Chief Relationship Officer |
| City and State          | Columbus, OH                             |
| Phone Number            | 614-292-9037                             |
| Years Serviced          | 5/1/2015                                 |
| Description of Services | VMware products and services             |
| Annual Volume           | \$750,000                                |

| Reference # 2           |                                                                     |
|-------------------------|---------------------------------------------------------------------|
| Entity Name             | NJedge                                                              |
| Contact Name and Title  | Joe Rearden, VMware Program Manager                                 |
| City and State          | Newark, NJ                                                          |
| Phone Number            | 973-596-5473                                                        |
| Years Serviced          | 12/20/11-06/29/16                                                   |
| Description of Services | VMware, F5, and Nutanix hardware and software products and services |
| Annual Volume           | \$2,000,000                                                         |

| Reference # 3           |                                                                                      |
|-------------------------|--------------------------------------------------------------------------------------|
| Entity Name             | North Carolina Community Colleges                                                    |
| Contact Name and Title  | Patrick Demorais                                                                     |
| City and State          | Raleigh, NC                                                                          |
| Phone Number            | (919) 807-6996                                                                       |
| Years Serviced          | 09/01/2014- Present                                                                  |
| Description of Services | VMware, Computer Hardware/Software and Telephone Equipment Services, and Maintenance |
| Annual Volume           | \$35,000                                                                             |

| Reference # 4           |                                                               |
|-------------------------|---------------------------------------------------------------|
| Entity Name             | Dallas ISD                                                    |
| Contact Name and Title  | Leatha Mullins, CIO- Dallas County Schools                    |
| City and State          | Dallas, TX                                                    |
| Phone Number            | 214-944-4559                                                  |
| Years Serviced          | 01/01/2014-Present                                            |
| Description of Services | Symantec Netbackup, Endpoint Protection products and services |
| Annual Volume           | \$175,000                                                     |

| Reference # 5           |                                                                      |
|-------------------------|----------------------------------------------------------------------|
| Entity Name             | University of North Carolina- General Administration                 |
| Contact Name and Title  | Paul M. Hudy- Associate CIO for IT Infrastructure and Administration |
| City and State          | Chapel Hill, NC                                                      |
| Phone Number            | (919) 962-4583                                                       |
| Years Serviced          | 1 Year                                                               |
| Description of Services | Program Management- VMware Enterprise License Agreement              |
| Annual Volume           | \$1,000,000                                                          |

| Reference # 6           |                                                                                                      |
|-------------------------|------------------------------------------------------------------------------------------------------|
| Entity Name             | City of Seattle                                                                                      |
| Contact Name and Title  | Michael Mears, Purchasing and Contracting Services                                                   |
| City and State          | Seattle, WA                                                                                          |
| Phone Number            | 206-684-4570                                                                                         |
| Years Served            | 07/11/14-12/19/16                                                                                    |
| Description of Services | All GSA vendors, General Purpose Commercial Information Technology Equipment, Software, and Services |
| Annual Volume           | \$30,000                                                                                             |

| Reference # 7           |                             |
|-------------------------|-----------------------------|
| Entity Name             | Miami-Dade County           |
| Contact Name and Title  | Mirta Cardoso               |
| City and State          | Miami, FL                   |
| Phone Number            | (305) 596-8690              |
| Years Served            | 11/01/11-10/31/14           |
| Description of Services | Adobe products and services |
| Annual Volume           | \$215,000                   |

| Reference # 8           |                                                        |
|-------------------------|--------------------------------------------------------|
| Entity Name             | City of New York                                       |
| Contact Name and Title  | John Winker, Associate Commissioner Financial Services |
| City and State          | New York City, NY                                      |
| Phone Number            | 212-788-6454                                           |
| Years Served            | 06/27/2014-06/27/2015                                  |
| Description of Services | VMware                                                 |
| Annual Volume           | \$13,000,000                                           |

| Reference # 9           |                                                                                                       |
|-------------------------|-------------------------------------------------------------------------------------------------------|
| Entity Name             | Virginia Association of State College and University Purchasing Professionals                         |
| Contact Name and Title  | Michael Warlick, Senior Buyer                                                                         |
| City and State          | Charlottesville, VA                                                                                   |
| Phone Number            | 434-924-8918                                                                                          |
| Years Served            | 05/02/14-12/19/16                                                                                     |
| Description of Services | ServiceNow and VMware products and services, as well as other solutions not relevant to this contract |
| Annual Volume           | \$20,000                                                                                              |



| Reference # 10          |                                                                                                                   |
|-------------------------|-------------------------------------------------------------------------------------------------------------------|
| Entity Name             | Washington Learning Source                                                                                        |
| Contact Name and Title  | Angela Bolam, Program Coordinator                                                                                 |
| City and State          | Renton, WA                                                                                                        |
| Phone Number            | 425-917-7901                                                                                                      |
| Years Serviced          | 07/22/14-07/21/19                                                                                                 |
| Description of Services | F5, FireEye, Symantec, and VMware products and services, as well as other solutions not relevant to this contract |
| Annual Volume           | \$100,000                                                                                                         |

## TAB 5 – VALUE ADD

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.*

Carahsoft will provide the following additional value-added services at no additional cost to Region 4 ESC:

1. Dedicated Account Manager
2. Program Management
3. Training Webcasts & Access to Carahsoft Facilities
4. Proactive Marketing of the Contract
5. Monthly/Quarterly Reports
6. Dedicated Phone Lines & Live Chat
7. Dedicated Contract Microsite
8. Dedicated Email Address

The following is an in-depth description of the bulleted list above.

### 1. Dedicated Account Management

In support of the Contract, Carahsoft will provide a focused Account Manager (AM), who will be dedicated to supporting your requirements and this Contract. The AM will be responsible for all aspects of Contract management and be the single point of contact for providing technical help for all the products offered on this proposal.

Sales, order management, and contracting functions that Carahsoft will do for this contract include the following:

- Assistance with the established license distribution procedures
- Product expertise/assistance
- Configuration assistance
- Support for downloads
- Support for customers migrating from existing license contracts
- On demand historical download reports
- Contracts questions
- Assistance with product version, updates and upgrade questions
- Ensure timely delivery of Evidence of Entitlement (or related)
- Evidence of Entitlement (or related) supported by matching receipt
- Co-terming maintenance renewals and existing agreements

### 2. Program Management

Carahsoft will assign a Program Manager for this Contract who will provide strategic leadership and vision while executing the Contract. The Program Manager's responsibilities will include quality assurance, progress/status reporting, schedule, risk identification/handling/mitigation strategy and program reviews.

### 3. Training Webcasts & Access to Carahsoft Facilities

At no additional cost, Carahsoft will provide a regular training webcast for Region 4 ESC. These webcasts shall include information regarding new product releases, product patch/ upgrade information or short training webcasts should the need arise and educate users on the following:

- The terms of the Contract
- Software available on the Contract
- Updates and upgrades as they become available
- New technologies as they become available

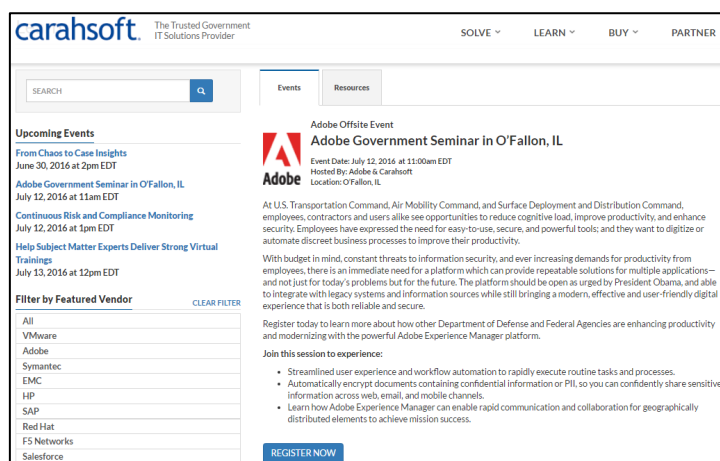
These webinars will also be archived and housed on the Contract website so users can view them on demand.

Region 4 ESC will have access to training facilities (user groups, vendor day, and product training) located at Carahsoft headquarters in Reston, Virginia, upon request.

### 4. Proactive Marketing of the Contract

Carahsoft has conducted over 1,400 government specific marketing events last year alone. A few examples include:

- Quarterly Newsletters
- Annual government summits
- Brochures
- Product specific webcasts
- Onsite training seminars
- Representation at government shows
- Host Government User Groups
- Outbound Call campaigns
- Executive Forums
- News Announcements
- Social media promotion (Twitter, Linked In, Facebook, Carahsoft Community)
- Website content/reciprocal links (Carahsoft website page; content for contract sponsor page)
- Marketing materials (FAQs, contract overviews, solution spec sheets, powerpoint slides)
- Training documents
- Co-branded tradeshow graphics, giveaways, display materials
- Tradeshow participation (national, state and local government and education shows)
- Digital and print ads
- Email campaigns
- Proactive marketing opportunity available through:
  - National Coalition for Public Procurement (NCPP) – [publicprocurementcoalition.org](http://publicprocurementcoalition.org)
  - Institute for Public Procurement (NIGP) – [nigp.org](http://nigp.org)
  - National Association of Counties (NACo) – [naco.org](http://naco.org)
  - The United States Conference of Mayors – [usmayors.org](http://usmayors.org)
  - National League of Cities – [nlc.org](http://nlc.org)



- National Governors Association – nga.org
- Relevant State Associations

Carahsoft feels that this proactive marketing will be valuable to Region 4 ESC in terms of promoting this Contract, as well as educating end user on the benefits of the Contract.

## 5. Monthly/Quarterly Reports

In managing similar Contracts with other government agencies, Carahsoft has developed numerous best practices with providing monthly usage reports. As part of this Contract, Carahsoft will provide monthly license distribution reports to include the following:

- Dates licenses were downloaded
- Dates licenses were shipped
- Ship to Point of Contact
- Number of Licenses
- Version numbers
- Deliver to address
- Current price of the software

This report will differentiate between existing licenses being rolled into the Contract, and new licenses deployed under this agreement. In addition to the monthly reports, Carahsoft will have the ability to produce on-demand usage reports as requested through the Account Manager.

## 6. Dedicated Phone Lines & Live Chat

Carahsoft will provide a dedicated phone line to be used exclusively for activities supporting this Contract. Both toll and toll-free lines will be made available.

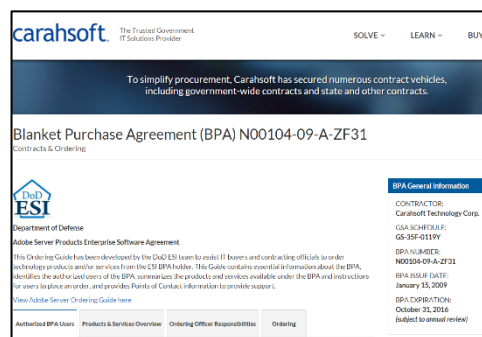


The telephone number will be included on all quotations, emails, website(s), and other documentation regarding this Contract. This dedicated line rings simultaneously to a group of individuals working on this Contract, ensuring that calls are always answered live. Additionally, Carahsoft offers Live Chat capabilities through our homepage ([www.carahsoft.com](http://www.carahsoft.com)). The Live Chat feature will provide Region 4 ESC with another channel for contacting Carahsoft, and expedite the process for receiving immediate customer service.

## 7. Dedicated Contract Microsite

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as:

- Contract Information
- Contract FAQ Document
- Product Information
- Catalog/ Pricelist Information
- Additional Contractual Information



The following are examples of Dedicated Websites for current Carahsoft contracts:

- [Department of Defense ESI BPA Contract # N00104-12-A-ZF31](http://www.carahsoft.com/buy/esi-bpa-contracts/departement-defense-esi-desktop-bpa-contract-n00104-12-zf31)  
(<http://www.carahsoft.com/buy/esi-bpa-contracts/departement-defense-esi-desktop-bpa-contract-n00104-12-zf31>)
- [Department of the Navy ESI BPA Contract # N00104-09-A-ZF31](http://www.carahsoft.com/buy/esi-bpa-contracts/don)  
(<http://www.carahsoft.com/buy/esi-bpa-contracts/don>)
- [NASA SEWP V Contract # NNG15SC03B/NNG15SC27B](http://www.carahsoft.com/buy/sewp)  
(<http://www.carahsoft.com/buy/sewp>)

## 8. Dedicated Email Address

Additionally, a dedicated email address will be created in support of this at [Region4ESC.Contract@carahsoft.com](mailto:Region4ESC.Contract@carahsoft.com) or any email Region 4 ESC would like. As with the phone lines, these email aliases would be routed to all individuals at Carahsoft that support this Contract. In this manner, any inquiries received via email would be addressed immediately which would once again enable the quickest execution for all customer service actions.

## **TAB 6 – ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C)**

### **a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)**

Please see the following page for our Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1).

**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

11/22/19

Date

 **Proposals Director**  
Authorized Signature & Title

## **b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)**

Please see the following page for our Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2).



**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**  
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Company** Carahsoft Technology Corporation

11493 Sunset Hills Road

Suite 100

**Address**

Reston, VA 20190

**Official  
Authorizing  
Proposal**

**Phone** 703.871.8500

**Fax** 703.871.8505



**Signature**

Kristina Smith

**Printed Name**

Contracts Director

**Position with Company**



**Signature**

Jennifer Kanach

**Printed Name**

Proposals Director

**Position with Company**

## **c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)**

We have submitted a Form 1295 application for this submission and are awaiting government acknowledgement. Please find our completed form on the following page.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2019-564431

Date Filed:  
11/22/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Carahsoft Technology Corporation  
Reston, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-19  
Information Technology Solutions

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   | Abod, Craig              | Reston, VA United States                 | X                                        |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

5 Check only if there is NO Interested Party. ☐

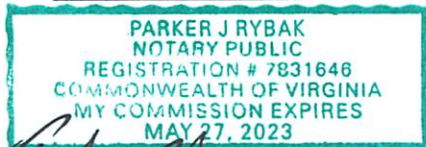
### 6 UNSWORN DECLARATION

My name is Jennifer Kanach, and my date of birth is 7/5/83.

My address is 11493 Sunset Hills Drive, Suite 100, Reston, VA, 20190, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fairfax County, State of Virginia, on the 22 day of November, 20 19.  
(month) (year)



[Signature]  
Signature of authorized agent of contracting business entity  
(Declarant)

## **d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)**

Please see the following page for our Texas Government Code 2270 Verification Form (Appendix C, Doc #4).

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Jennifer Kanach, as an authorized representative of

Carahsoft Technology Corporation, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

11/22/19

Date

## **e. Special Conditions (Appendix C, Doc #5)**

Please see the following page for our completed Special Conditions (Appendix C, Doc #5).

### **SPECIAL CONDITIONS**

Awarded Offerors may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Offeror is accepted these Special Conditions required by the Federal Emergency Management Agency (FEMA).

#### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

#### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

#### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

## **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

## **Bid Guarantee**

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

## **Prevailing Wage Requirements**

When applicable, the awarded Contractor(s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

## **Alternative Pricing for Federal Funding**

When applicable, such as when products and services are used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing may not include cost plus a percentage of cost or pricing based on time and materials. If time and materials is necessary in an applicable federal funding situation, a ceiling price that the contract exceeds at its own risk will be needed. In addition, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited, the to the 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

## **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses



## 1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

## 2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- (1) Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- (2) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- (3) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- (4) The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (5) In contracts subject to the Davis-Bacon Act, the contracts must also include a

provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- (6) The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- (1) Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- (2) Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- (3) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- (4) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or

under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (5) The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- (1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

- (2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
  - (3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- (1) The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the

state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

#### 8. Debarment and Suspension.

- (1) Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- (2) Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- (3) These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- (4) In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- (5) Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

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

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:



"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)"

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

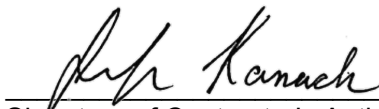
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Carahsoft Technology Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

Jennifer Kanach, Proposals Director  
Name and Title of Contractor's Authorized Official

11/22/19

\_\_\_\_\_  
Date

#### 10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

#### 11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

**Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.**

Offeror's Name: Carahsoft Technology Corporation

Address, City, State, and Zip Code:  
11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Phone Number: 703.871.8500 Fax Number: 703.871.8505

Printed Name and Title of Authorized  
Representative: Jennifer Kanach, Proposals Director

Email Address: sales@Carahsoft.com

 Date: 11/22/19  
Signature of Authorized Representative

## **f. Questionnaire (Appendix C, Doc #6)**

Please see the following page for our completed Questionnaire.

## **QUESTIONNAIRE**

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

### **1. Diversity Programs**

- Do you currently have a diversity program or any diversity partners that you do business with? ☐Yes ☒No  
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

### **2. Diverse Vendor Certification Participation**

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantages business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

#### **a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE ☐Yes ☒No

List certifying agency: \_\_\_\_\_

#### **b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**

Respondent certifies that this firm is a SBE or DBE ☐Yes ☒No

List certifying agency: \_\_\_\_\_

#### **c. Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is a HUB ☐Yes ☒No

List certifying agency: \_\_\_\_\_

#### **d. Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is a HUBZone ☐Yes ☒No

List certifying agency: \_\_\_\_\_

#### **e. Other**

Respondent certifies that this firm is a recognized diversity certificate holder ☐Yes ☒No

List certifying agency: \_\_\_\_\_

- 3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation?** ☒Yes ☐No

**g. Any additional agreements Offeror will require Participating Agencies to sign**

Not applicable.

**Addenda 1-3**

Please see the following pages for Addenda 1-3.





7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 1

Solicitation Number 19-19

Request for Proposal (“RFP”)  
by

Region 4 Education Service Center (“ESC”)  
for  
Educational Software Solutions and Services

SUBMITTAL DEADLINE: Thursday, November 19, 2019, 10:00 AM CT

This Addendum No. 1 amends the Request for Proposals (RFP) for Educational Software Solutions and Services 19-19 (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to:

**1. Update/Add the following documents in Appendix C: Additional Required Documents**

- Doc # 3 Certificate of Interested Parties
- DOC #5 Special Conditions
- DOC #6 Questionnaire
- DOC #7 For applicable construction/reconstruction/renovation and related services, a bid Guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorize to underwrite bonds in the amount of the bid bond.

## **Implementation of House Bill 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

**Electronic Filing Application:** [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### **Frequently Asked Questions:**

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

**Changes to Form 1295:** <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

### **SPECIAL CONDITIONS**

Awarded Offerors may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Offeror is accepted these Special Conditions required by the Federal Emergency Management Agency (FEMA).

#### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

#### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

#### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

## **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

## **Bid Guarantee**

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

## **Prevailing Wage Requirements**

When applicable, the awarded Contractor(s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

## **Alternative Pricing for Federal Funding**

When applicable, such as when products and services are used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing may not include cost plus a percentage of cost or pricing based on time and materials. If time and materials is necessary in an applicable federal funding situation, a ceiling price that the contract exceeds at its own risk will be needed. In addition, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited, the to the 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

## **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

## 1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

## 2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- (1) Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- (2) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- (3) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- (4) The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (5) In contracts subject to the Davis-Bacon Act, the contracts must also include a

provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- (6) The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- (1) Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- (2) Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- (3) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- (4) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or



under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (5) The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- (1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

- (2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
  - (3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- (1) The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the

state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

#### 8. Debarment and Suspension.

- (1) Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- (2) Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- (3) These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- (4) In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- (5) Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

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

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)"

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

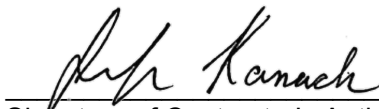
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Carahsoft Technology Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

Jennifer Kanach, Proposals Director  
Name and Title of Contractor's Authorized Official

11/22/19

\_\_\_\_\_  
Date

#### 10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

#### 11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.



**Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.**

Offeror's Name: Carahsoft Technology Corporation

Address, City, State, and Zip Code:  
11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Phone Number: 703.871.8500 Fax Number: 703.871.8505

Printed Name and Title of Authorized  
Representative: Jennifer Kanach, Proposals Director

Email Address: sales@Carahsoft.com

 Date: 11/22/19  
Signature of Authorized Representative

## **QUESTIONNAIRE**

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

### **1. Diversity Programs**

- Do you currently have a diversity program or any diversity partners that you do business with? ☐Yes ☒No  
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

### **2. Diverse Vendor Certification Participation**

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantages business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

#### **a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE ☐Yes ☒No

List certifying agency: \_\_\_\_\_

#### **b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**

Respondent certifies that this firm is a SBE or DBE ☐Yes ☒No

List certifying agency: \_\_\_\_\_

#### **c. Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is a HUB ☐Yes ☒No

List certifying agency: \_\_\_\_\_

#### **d. Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is a HUBZone ☐Yes ☒No

List certifying agency: \_\_\_\_\_

#### **e. Other**

Respondent certifies that this firm is a recognized diversity certificate holder ☐Yes ☒No

List certifying agency: \_\_\_\_\_

- 3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation?** ☒Yes ☐No

## **RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Carahsoft Technology Corporation

Contact Person Jennifer Kanach

Signature 

Date 11/22/19

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 2

Solicitation Number 19-19

Request for Proposal (“RFP”)  
by

Region 4 Education Service Center (“ESC”)  
for  
Educational Software Solutions and Services

SUBMITTAL DEADLINE: Tuesday, November 19, 2019, 10:00 AM CT

This Addendum No. 2 amends the Request for Proposals (RFP) for Educational Software Solutions and Services 19-19 (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

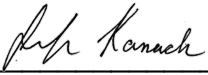
- Clarify the submission deadline as follows:
  - Tuesday, November 19, 2019 @ 10:00 AM CT
- Remove bullet point referencing Doc # 7 in Addendum No. 1

## **RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Carahsoft Technology Corporation

Contact Person Jennifer Kanach

Signature 

Date 11/22/19

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 3

Solicitation Number 19-19

Request for Proposal (“RFP”)  
by

Region 4 Education Service Center (“ESC”)  
for

Software Solutions and Services

**SUBMITTAL DEADLINE:** Tuesday, November 26, 2019, 10:00 AM CT

This Addendum No. 3 amends the Request for Proposals (RFP) for Educational Software Solutions and Services 19-19 (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 3 is hereby issued to extend the submittal deadline as follows:

As indicated above the Submittal Deadline is hereby changed from Tuesday, November 19, 2019 to **Tuesday, November 26, 2019. Time remains at 10:00 AM CT**

## **RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Carahsoft Technology Corporation

Contact Person Jennifer Kanach

Signature 

Date 11/22/19

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



## Purchase Order

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

**PO Number**

**251560**

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

**PO Date: 4/10/2024**

**Page: 1 of 1**

| Mail Invoice to:                                                                                                                                                                                | Ship to:                                                                | Supplier:                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pinal County Finance Department<br><br>P.O. Box 1348<br>Florence, AZ 85132<br><b>Or</b><br><b>email invoice to:</b><br><a href="mailto:FinanceInvoices@pinal.gov">FinanceInvoices@pinal.gov</a> | ATTORNEY - Admin F<br><br>971 N JASON LOPEZ CIRCLE<br>FLORENCE AZ 85132 | CARAHSOFT TECHNOLOGY CORPORATION<br>11493 SUNSET HILLS RD STE 100<br>RESTON VA 20190<br><br>Phone: 703 - 230-7588<br>Fax: -<br><br><b>Confirming to:</b> |

**Buyer: Maegan Queen, Buyer**  
**Phone: 520 - 866-6265**  
**Email: [maegan.queen@pinal.gov](mailto:maegan.queen@pinal.gov)**

**Requested Delivery Date: 4/10/2024**  
**Payment Terms: Net 30**  
**Shipping Terms: FOB Destination**

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

**Contract Entity** Naspo  
**Contract Number** CTR046098  
**Contract Expiry** 9/16/2026

**Reference:** Quote: 43374427

Vendor Contact: Charles Barrett 571-591-6454 [Charles.Barrett@carahsoft.com](mailto:Charles.Barrett@carahsoft.com)

Department Contact: Katherine Ortega 520.866.6289 [katherine.ortega@pinal.gov](mailto:katherine.ortega@pinal.gov) | Lisa Shephard 520.866.6884 [lisa.shephard@pinal.gov](mailto:lisa.shephard@pinal.gov)

ALL SOFTWARE LICENSES MUST BE EMAILED TO: [ITLICENSES@PINAL.GOV](mailto:ITLICENSES@PINAL.GOV)

| Line | Quantity | UOM | Item Number | Item Description                     | Unit Cost | Extended Cost |
|------|----------|-----|-------------|--------------------------------------|-----------|---------------|
| 1    |          | LS  |             | NICE Software Premier Tier<br>Year 1 | \$0.00    | \$106,650.00  |

**Total Order : \$106,650.00**

**NOTE :**

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

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



# Government Price Quotation

## NICE Government at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | NICE@CARAHSOFT.COM



**TO:** Lisa Shephard  
Pinal County's Attorneys Office  
31 N Pinal St  
Florence, AZ 85132 USA

**FROM:** Charles Barrett  
NICE Government at Carahsoft  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

**EMAIL:** Lisa.shephard@pinal.gov

**EMAIL:** Charles.Barrett@carahsoft.com

**PHONE:** (520) 705-1634

**PHONE:** (571) 591-6454

**TERMS:** Contract Number: CTR046098  
NASPO Master Contract Number: AR2472  
Contract Term: 09/27/2019 to 09/15/2026  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Sales Tax May Apply

**QUOTE NO:** 43374427  
**QUOTE DATE:** 02/22/2024  
**QUOTE EXPIRES:** 05/30/2024  
**RFQ NO:**  
**SHIPPING:** GROUND  
**TOTAL PRICE:** \$615,482.46  
**TOTAL QUOTE:** \$615,482.46

| LINE NO.         | PART NO.                             | DESCRIPTION                                                                                                                                                                                  | - | QUOTE PRICE  | QTY   | EXTENDED PRICE |
|------------------|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--------------|-------|----------------|
| YEAR 1           |                                      |                                                                                                                                                                                              |   |              |       |                |
| 1                | NPS-EVC-PREMIER-ACTIVE-CASES-3YR-491 | Premium Tier. The number of 'Active' Cases in the system. 'Premium tier - Active' cases as defined in Customer contract. Per year fee<br>NICE SYSTEMS INC - NPS-EVC-PREMIER-ACTIVE-CASES-3YR |   | \$13.50 COOP | 7,900 | \$106,650.00   |
| YEAR 1 SUBTOTAL: |                                      |                                                                                                                                                                                              |   |              |       | \$106,650.00   |
| YEAR 2           |                                      |                                                                                                                                                                                              |   |              |       |                |
| 2                | NPS-EVC-PREMIER-ACTIVE-CASES-3YR-491 | Premium Tier. The number of 'Active' Cases in the system. 'Premium tier - Active' cases as defined in Customer contract. Per year fee<br>NICE SYSTEMS INC - NPS-EVC-PREMIER-ACTIVE-CASES-3YR |   | \$13.50 COOP | 7,900 | \$106,650.00   |
| 3                | NPS-EVC-INACTIVE-CASES-3YR-491       | Professional/Premium tier. The number of 'Inactive' Cases in the system. 'Inactive' cases as defined in Customer contract. Per year fee.<br>NICE SYSTEMS INC - NPS-EVC-INACTIVE-CASES-3YR    |   | \$2.79 COOP  | 382   | \$1,065.78     |
| YEAR 2 SUBTOTAL: |                                      |                                                                                                                                                                                              |   |              |       | \$107,715.78   |
| YEAR 3           |                                      |                                                                                                                                                                                              |   |              |       |                |
| 4                | NPS-EVC-PREMIER-ACTIVE-CASES-3YR-491 | Premium Tier. The number of 'Active' Cases in the system. 'Premium tier - Active' cases as defined in Customer contract. Per year fee<br>NICE SYSTEMS INC - NPS-EVC-PREMIER-ACTIVE-CASES-3YR |   | \$13.50 COOP | 7,900 | \$106,650.00   |
| YEAR 3 SUBTOTAL: |                                      |                                                                                                                                                                                              |   |              |       | \$106,650.00   |
| YEAR3            |                                      |                                                                                                                                                                                              |   |              |       |                |
| 5                | NPS-EVC-INACTIVE-CASES-3YR-491       | Professional/Premium tier. The number of 'Inactive' Cases in the system. 'Inactive' cases as defined in Customer contract. Per year fee.<br>NICE SYSTEMS INC - NPS-EVC-INACTIVE-CASES-3YR    |   | \$2.79 COOP  | 5,880 | \$16,405.20    |
| YEAR3 SUBTOTAL:  |                                      |                                                                                                                                                                                              |   |              |       | \$16,405.20    |

CONFIDENTIAL

PAGE 1 of 2

QUOTE DATE: 02/22/2024

QUOTE NO: 43374427

# Government Price Quotation

## NICE Government at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | NICE@CARAHSOFT.COM



| LINE NO.         | PART NO.                             | DESCRIPTION                                                                                                                                                                                  | - | QUOTE PRICE | QTY         | EXTENDED PRICE |
|------------------|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-------------|-------------|----------------|
| YEAR 4           |                                      |                                                                                                                                                                                              |   |             |             |                |
| 6                | NPS-EVC-PREMIER-ACTIVE-CASES-3YR-491 | Premium Tier. The number of 'Active' Cases in the system. 'Premium tier - Active' cases as defined in Customer contract. Per year fee<br>NICE SYSTEMS INC - NPS-EVC-PREMIER-ACTIVE-CASES-3YR |   | \$13.50     | COOP 7,900  | \$106,650.00   |
| 7                | NPS-EVC-INACTIVE-CASES-3YR-491       | Professional/Premium tier. The number of 'Inactive' Cases in the system. 'Inactive' cases as defined in Customer contract. Per year fee.<br>NICE SYSTEMS INC - NPS-EVC-INACTIVE-CASES-3YR    |   | \$2.79      | COOP 9,700  | \$27,063.00    |
| YEAR 4 SUBTOTAL: |                                      |                                                                                                                                                                                              |   |             |             | \$133,713.00   |
| YEAR 5           |                                      |                                                                                                                                                                                              |   |             |             |                |
| 8                | NPS-EVC-PREMIER-ACTIVE-CASES-3YR-491 | Premium Tier. The number of 'Active' Cases in the system. 'Premium tier - Active' cases as defined in Customer contract. Per year fee<br>NICE SYSTEMS INC - NPS-EVC-PREMIER-ACTIVE-CASES-3YR |   | \$13.50     | COOP 7,900  | \$106,650.00   |
| 9                | NPS-EVC-INACTIVE-CASES-3YR-491       | Professional/Premium tier. The number of 'Inactive' Cases in the system. 'Inactive' cases as defined in Customer contract. Per year fee.<br>NICE SYSTEMS INC - NPS-EVC-INACTIVE-CASES-3YR    |   | \$2.79      | COOP 13,512 | \$37,698.48    |
| YEAR 5 SUBTOTAL: |                                      |                                                                                                                                                                                              |   |             |             | \$144,348.48   |
| SUBTOTAL:        |                                      |                                                                                                                                                                                              |   |             |             | \$615,482.46   |
| TOTAL PRICE:     |                                      |                                                                                                                                                                                              |   |             |             | \$615,482.46   |
| TOTAL QUOTE:     |                                      |                                                                                                                                                                                              |   |             |             | \$615,482.46   |

This Order is governed by the NASPO Cloud Resale Agreement dated February 17, 2022 ("Cloud Resale Agreement"), entered pursuant to the NASPO ValuePoint Cooperative Purchasing Program ("Contract AR2488") and the Master Distributor Agreement entered into by and between NICE and Business Partner dated August 14, 2023 ("Distributor Agreement")



**NASPO Value Point Cloud Services  
Arizona Participating Addendum**

**Contract No. CTR046098  
Contractor: Carahsoft Technology Corp.**

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

In accordance with A.R.S. §41-2632, AAC R2-7-1002, Cooperative Purchasing, the following document shall relay all additional requirements for the State of Arizona in its use and participation in the NASPO Value Point contract for Cloud Services as awarded by the State of Utah, Lead State, for this competitively procured contract.

Contractors are strongly encouraged to read this document in its entirety. All requirements stated within this document are allowable under any respective Master contract, and shall be viewed as such. Any attempt to modify or change this document without consent from the State of Arizona shall result in the nullification of this contract.



**NASPO Value Point Cloud Services  
Arizona Participating Addendum**

**Contract No. CTR046098  
Contractor: Carahsoft Technology Corp.**

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

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|  | <b>NASPO Value Point Cloud Services<br/>Arizona Participating Addendum</b><br><br><b>Contract No: CTR046098</b><br><b>Contractor: Carahsoft Technology Corp.</b> | <b>Arizona Department of<br/>Administration</b><br><b>State Procurement Office</b><br>100 N 15th Ave., Suite 402<br>Phoenix, AZ 85007 |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|

### OFFER

#### TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

CARASOFT TECHNOLOGY CORPORATION  
 Company Name  
11493 SUNSET HILLS RD. SUITE 100  
 Address  
RESTON VA 20190  
 City State Zip  
NASPO@CARASOFT.COM  
 Contact Email Address

Signature of Person Authorized to Sign Offer  
Bethany Blackwell  
 Printed Name  
2019.08.28  
 Date  
13:28:39 -04'00'  
 Phone:  
 Fax:

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ X IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

### ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No: CTR046098

The effective date of the Contract is September 3, 2019

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona  
 Awarded this 30 day of August 2019  
Stephen Nettles  
 Procurement Officer

|                                                                                   |                                                                                                                                                                  |                                                                                                                               |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
|  | <b>NASPO Value Point Cloud Services<br/>Arizona Participating Addendum</b><br><br><b>Contract No: CTR046098</b><br><b>Contractor: Carahsoft Technology Corp.</b> | Arizona Department of<br>Administration<br><b>State Procurement Office</b><br>100 N 15th Ave., Suite 402<br>Phoenix, AZ 85007 |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|

## Scope of Work

### 1. Introduction

The State of Arizona, its Agencies, Boards and Commissions (State), as well as authorized Cooperative Members, have an ongoing requirement for the products and services as described herein. This NASPO Value Point Participating Addendum (PA) is developed by and for the State of Arizona. This PA is based on the award of a competitively solicited procurement, performed in concert with NASPO Value Point and the State of Utah.

### 2. Background

The State of Utah competitively solicited offers from national and regional Contractors for the provision of Cloud Services. Specifically, the categories are; IaaS, PaaS and SaaS. Per the procedure outlined on the NASPO Value Point website and other materials, an interested participating state, must develop a Participating Addendum (PA) with the Contractors of their choosing.

The Participating Addendum (PA) must adhere to the requirements of the Master Contract as awarded and negotiated by the State of Utah. However, each individual PA may stipulate specific requirements, such as terms and conditions and other contract features are mandated or desired by each participating State.

### 3. State of Arizona Requirements

The State of Arizona shall engage Carahsoft Technology Corp. through the PA process and award. As per award, the Contractor shall provide the services as specified and awarded in the Utah Master Contract **AR2472**.

### 4. Participating Addendum Allowances and Restrictions

This PA shall allow and restrict the following:

- A. Any services, or other items awarded under the Master Contract AR2472 shall be allowed.
- B. Wireless phone is not allowed;
- C. Cellular equipment and accessories are not allowed;
- D. Managed Print Services is not allowed
- E. Employee Purchase Programs are not allowed in this PA; and
- F. Trade-In and Recycle Programs or other similar offerings are not allowed in this PA.

### 5. Reporting

At a minimum the Contractor shall provide sales reports as outlined in the Master contract and sample

|                                                                                   |                                                                                                                                                                  |                                                                                                                               |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
|  | <b>NASPO Value Point Cloud Services<br/>Arizona Participating Addendum</b><br><br><b>Contract No: CTR046098</b><br><b>Contractor: Carahsoft Technology Corp.</b> | Arizona Department of<br>Administration<br><b>State Procurement Office</b><br>100 N 15th Ave., Suite 402<br>Phoenix, AZ 85007 |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|

Participating Addendum, as provided by NASPO Value Point. Sales reports will only be requested as needed by either the State or any Ordering Entity. More importantly for this PA, is Contractor's compliance to Item 8, Administrative Fee and Usage Reports as stated in the Special Terms and Conditions of this document.

## 6. Utilization of Partners

The Contractor may offer partners to provide additional services in support of this contract. The partners may provide the following:

- A. Marketing and Sales;
- B. Product Fulfillment;
- C. Customer Service;
- D. Expediting Services; and
- E. Administrative Services;
  - E1. Purchase Order Acceptance, and
  - E2. Accounts Receivable

If the Contractor chooses to allow partners to provide administrative services as noted above, Contractor has the responsibility to vet or ensure the partners capabilities including their financial systems and business processes to accept and process contract obligation and financial documents timely and accurately. The ultimate responsibility for the performance of these partners rests with the Contractor. The State or any Ordering Entity shall not be obligated or forced to utilize a partner or partners.

Contractor may remove and add partners within the contract term, as long as the State receives timely notification of these changes. All notifications shall be in writing. At a minimum, the notification shall include:

- A. The name of the Partner;
- B. Address;
- C. Contact Name(s);
- D. Phone and Email Contact Information; and
- E. Description of the Services they will provide.

## 7. Current Product and Pricing Schedules

The Contractor is responsible to ensure that any changes made to the Product and Pricing Schedules are current and are accurate. It is required that the Contractor provide a Product and Pricing Schedule update to the State for each update provided to the NASPO Value Point Lead State. Notification regarding any changes

|                                                                                   |                                                                                                                                                                  |                                                                                                                               |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
|  | <b>NASPO Value Point Cloud Services<br/>Arizona Participating Addendum</b><br><br><b>Contract No: CTR046098</b><br><b>Contractor: Carahsoft Technology Corp.</b> | Arizona Department of<br>Administration<br><b>State Procurement Office</b><br>100 N 15th Ave., Suite 402<br>Phoenix, AZ 85007 |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|

shall be made in writing within thirty (30) days of when notification was provided to the NASPO Value Point Lead State.

#### **8. Ordering Instruments**

Any order for equipment, or services, shall be placed with the Contractor or their approved Partner by either a valid purchase order or a government/commercially sponsored procurement card (P Card). Private and or individual credit may not be accepted.



|                                                                                   |                                                                                                                                                                  |                                                                                                                                       |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>NASPO Value Point Cloud Services<br/>Arizona Participating Addendum</b><br><br><b>Contract No: CTR046098</b><br><b>Contractor: Carahsoft Technology Corp.</b> | <b>Arizona Department of<br/>Administration</b><br><b>State Procurement Office</b><br>100 N 15th Ave., Suite 402<br>Phoenix, AZ 85007 |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|

## Special Terms and Conditions

### 1. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona intends to establish a Contract for the Materials or Services as listed herein.

### 2. Term of Contract

The term of the resultant Contract shall be effective on the date specified on the Offer and Award or Signature page and shall remain unless terminated, cancelled, or extended as otherwise provided herein. The initial first term shall be from date of signature through March 13, 2020.

### 3. Contract Extensions

The Contract term is for the stated period and *may be* extended for up to three (3) additional one-year periods, or portions thereof, at the State's sole option to extend.

### 4. Master Contract and Participating Addendum Order of Precedence

As stated in the Participating Addendum of record, as posted on the NASPO Value Point website, the contract order of precedence for this PA is as follows:

- 4.1 State of Arizona Participating Addendum;
- 4.2 Utah NASPO ValuePoint Master Agreement;
- 4.3 The Solicitation including all Addendums; and
- 4.4 Contract Vendors response to the Solicitation

### 5. Non-Exclusive Contract

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

### 6. Eligible Agencies

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

*Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated*

|                                                                                   |                                                                                                                                                                  |                                                                                                                               |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
|  | <b>NASPO Value Point Cloud Services<br/>Arizona Participating Addendum</b><br><br><b>Contract No: CTR046098</b><br><b>Contractor: Carahsoft Technology Corp.</b> | Arizona Department of<br>Administration<br><b>State Procurement Office</b><br>100 N 15th Ave., Suite 402<br>Phoenix, AZ 85007 |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|

by the internal revenue service under section 501(c)(3) through 501(c)(6).

## 7. Estimated Quantities

The State anticipates considerable activity resulting from contract(s) that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential Contractor.

## 8. Administrative Fee and Usage Reports

**Method of Assessment.** At the completion of each quarter, the Contractor reviews all sales under their contract in preparation for submission of their Usage Report. The Contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: <https://spo.az.gov/procurement-services/cooperative-procurement>. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) day written notice prior to exercising or changing this option. The Contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- 8.1 Total sales receipts from State agencies, boards and commissions;
- 8.2 Total sales receipts from members of the State Purchasing Cooperative; and
- 8.3 Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

**Submission of Reports and Fees.** Within thirty (30) days following the end of the quarter, the Contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State Procurement Office. Contractors are required to submit their Usage Report and Administrative Fees at <https://spo.az.gov/invoiceusage>. Sales to state agencies and the cooperative members are to be totaled separately.

The submission schedule for Administrative Fees and Usage reports shall be as follows:

|                                 |                |
|---------------------------------|----------------|
| FYQ1 – July through September   | Due October 31 |
| FYQ2 – October through December | Due January 31 |
| FYQ3 – January through March    | Due April 30   |
| FYQ4 – April through June       | Due July 31    |

The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

## 9. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

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|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
|  | <b>NASPO Value Point Cloud Services<br/>Arizona Participating Addendum</b><br><br><b>Contract No: CTR046098</b><br><b>Contractor: Carahsoft Technology Corp.</b> | Arizona Department of<br>Administration<br><b>State Procurement Office</b><br>100 N 15th Ave., Suite 402<br>Phoenix, AZ 85007 |
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## 10. Authorization to Purchase

Authorization for the purchase of equipment or services shall be made only upon the issuance of a Purchase Order or a government/commercial procurement card/credit card. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform up to the amount on the Purchase Order or the accepted quotation document, as stated on the Purchase Order. The State shall not have any legal obligation to pay for goods or services in excess of the amount indicated on the Purchase Order or accepted quotation document referenced on the Purchase Order. No further obligation for payment shall exist unless:

- 10.1 The Purchase Order is changed or modified with an official Change Order, and/or
- 10.2 An additional Purchase Order is issued for the purchase of good and services under this Contract.

## 11. Invoicing

All billing notices or invoices shall be sent to the agency whose address appears on the contract release order/purchase order as the 'bill to address' and should contain, at a minimum, the information listed below.

- 11.1 The contract number, as applicable, the Task Order number, and the contract release/purchase order number;
- 11.2 Name and address of the contractor;
- 11.3 The Contractor's remittance address;
- 11.4 Contractor's representative to contact concerning billing questions;
- 11.5 Contractual payment terms;
- 11.6 Applicable taxes; and
- 11.7 Description of Materials or Products delivered.

## 12. Compliance with Applicable Laws

The Materials and Services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements. Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized Subcontractors shall perform the Services described in this Contract.

Contractor represents and warrants that the Materials provided through this Contract shall be free of viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Materials, collect unlawful personally identifiable information on users or prevent the Materials from performing as required under the terms and conditions of this Contract.

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### 13. Price Adjustment

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) term. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for the initial term. Contractor shall provide written justification for any price adjustment requested. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment. In the advent of a price increase authorization allowed by the Lead State of Utah, this PA will be modified accordingly.

### 14. Payment Procedures

Contractor shall accept electronic payment from the State principally through, but not limited to, electronic transfer via Automated Clearing House remittance. The State also may make payment, at its discretion, by payment card, credit card, debit card, warrant, federal wire, etc. Contractor shall cooperate with the State by providing the State information—including, but not limited to Contractor's bank information—to support the State's selected means of payment. The Contractor shall not charge the State an amount to recover any convenience fee, discount fee, processing fee or service fee related to the acceptance of the State's payment.

The State will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them for payment.

If the Contractor Name and FEI Number change, the Contractor shall complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State shall indicate consent on the form. A written Contract Amendment shall be signed by both parties and a new W-9 form shall be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

### 15. Order Process

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any Material and/or Service not specifically awarded as being under contract with the State is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

### 16. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the

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United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to Work performed by Subcontractors at all tiers.

#### **17. First Party Limitation of Liability**

Contractor's total cumulative liability to the State arising from this Contract shall be limited to two (2) time(s) the total amount of fees actually paid or payable by the State to Contractor under this Contract for the year previous to the incident giving rise to the claim. The foregoing limitation of liability shall not apply to breach of Contractor's indemnification obligations for personal injury/property damage under Section 21 ("Indemnification"). Neither party will be liable for any direct, indirect, incidental, special, punitive, and consequential damages regardless of the legal theory under which the liability is asserted.

#### **18. Access Constraints and Requirements**

Contractor access to State facilities and resources under a SOW shall be properly authorized by State personnel, based on business need and **will be restricted to least possible privilege**. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA / ASET Policies/ Procedures, and Arizona Revised Statutes (ARS) 28-447, 28-449, 28-450, 38-421, 13-2408, 13-2316, 41-770).

Failure of the Contractor, its agents or Subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

#### **19. Section 508 Compliance**

Unless specifically authorized in the Contract, any electronic or information technology developed by Contractor offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

#### **20. Health Insurance Portability and Accountability Act of 1996**

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract to the extent performance of Services under the Contract involves individually identifiable health information ("PHI"). Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and the Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADOA-ASET Office, the Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator, and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to, business associate agreements, provided that Contractor's performance of the Services qualify Contractor to be a "Business Associate".

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## 21. Indemnification

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee or for those parts of Claims that arise from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

## 22. Intellectual Property Indemnification

Indemnification - Patent and Copyright. With respect solely to Materials provided or proposed by Contractor or Contractor's agents, employees, or Subcontractors (each a "Contractor Party") for performance of this Contract, Contractor shall indemnify, defend and hold harmless the State, its departments, agencies, boards, commissions, universities, officers, agents and employees (collectively, the "Indemnitee"), against any third-party claims for liability, including, but not limited to, reasonable costs and expenses, including attorneys' fees, for infringement or violation of any patent, trademark, copyright or trade secret, by such Materials or the State's use thereof.

In addition, with respect to claims arising from computer hardware or software manufactured or developed solely by a third party, Contractor shall pass through to the State such indemnity rights as it receives from such third party (the "Third Party Obligation") to the extent such Third Party Obligation is assignable.

The State shall reasonably notify the Contractor of any claim for which Contractor may be liable under this section. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply. Contractor shall have control, subject to the reasonable approval of the State, of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when substantial principles of government or public law are involved or when involvement of the State is otherwise mandated by law, the State may elect, in its sole and absolute discretion, to participate in such action at its own expense with respect to attorneys' fees and costs, but not liability, and the State shall have the right to approve or disapprove any settlement, which approval shall not be unreasonably withheld or delayed. The State shall reasonably cooperate in the defense and any related settlement negotiations.

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If Contractor believes at any time that any Materials provided or in use pursuant to this Contract infringe a third party's intellectual property rights, Contractor shall, at Contractor's sole cost and expense, and upon receipt of the State's prior written consent, which shall not be unreasonably withheld, (i) replace an infringing Material with a non-infringing Material; (ii) obtain for the State the right to continue to use the infringing Material; or (iii) modify the infringing Material to be non-infringing, provided that following any replacement or modification made pursuant to the foregoing, the Material continues to function in accordance with the Contract. Contractor's failure or inability to accomplish any of the foregoing shall be deemed a material breach of this Contract.

Notwithstanding the foregoing, Contractor shall not be liable for any claim for infringement based solely on any Indemnitee's:

- (i) modification of Materials provided by Contractor other than as contemplated by the Contract or the specifications of such Materials or as otherwise authorized or proposed in any way by Contractor or a Contractor Party;
- (ii) use of the Materials in a manner other than as contemplated by this Contract or the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party; or
- (iii) use of the Materials in combination, operation, or use with other products in a manner not contemplated by the Contract, or, the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party.

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.

### **23. Insurance**

Contractor and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or Subcontractors.

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

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

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## 1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

- General Aggregate \$2,000,000
  - Products - Completed Operations Aggregate \$2,000,000
  - Personal and Advertising Injury \$1,000,000
  - Damages to Rented Premises \$1,000,000
  - Each Occurrence \$1,000,000
- a. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: "**The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.**" Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the "**State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees**" for losses arising from work performed by or on behalf of the Contractor.

## 2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
- a. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: "**The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named 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 or borrowed by the Contractor.**" Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the "**State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees**" for losses arising from work performed by or on behalf of the Contractor.



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### 3. Worker's Compensation and Employers' Liability

- |                         |             |
|-------------------------|-------------|
| • Workers' Compensation | Statutory   |
| • Employers' Liability  |             |
| Each Accident           | \$1,000,000 |
| Disease - Each Employee | \$1,000,000 |
| Disease - Policy Limit  | \$1,000,000 |

- a. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

### 4. Technology Errors & Omissions Insurance

- |                    |             |
|--------------------|-------------|
| • Each Claim       | \$5,000,000 |
| • Annual Aggregate | \$5,000,000 |

- a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the Contractor's performance under this contract.
- b. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.
- c. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time Work under this Contract is completed.

### 5. Network Security (Cyber) and Privacy Liability

- |              |             |
|--------------|-------------|
| • Each Claim | \$1,000,000 |
|--------------|-------------|
- a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
- b. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time Work under this Contract is completed.

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- c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed (**Blanket Endorsements are not acceptable**) to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance for claims arising from Contractor's sole negligence and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **the Department** and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before Work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of Work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **the Department**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

**F. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will require a formal Contract amendment.

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**G. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

**24. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: e-Verify Requirement**

The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.



**NASPO Value Point Cloud Services  
Arizona Participating Addendum**

**Contract No: CTR046098  
Contractor: Carahsoft Technology Corp.**

Arizona Department of  
Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

## **Uniform Terms and Conditions**

### **1. Definition of Terms**

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerers, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

### **2. Contract Interpretation**

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

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- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 2.3.1. Special Terms and Conditions;
  - 2.3.2. Uniform Terms and Conditions;
  - 2.3.3. Statement or Scope of Work;
  - 2.3.4. Specifications;
  - 2.3.5. Attachments;
  - 2.3.6. Exhibits;
  - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State



**NASPO Value Point Cloud Services  
Arizona Participating Addendum**

**Contract No: CTR046098**  
**Contractor: Carahsoft Technology Corp.**

Arizona Department of  
Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer 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.
- 3.6. 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.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.



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Phoenix, AZ 85007

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

3.11 Offshore Performance of Work Prohibited.  
Any services that are described in the specifications or scope of work that directly serve the State of Arizona 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 or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**4. Costs and Payments**

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

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

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. 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.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State 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.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter

|                                                                                   |                                                                                                                                                                        |                                                                                                                               |
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|  | <b>NASPO Value Point Cloud Services</b><br><b>Arizona Participating Addendum</b><br><br><b>Contract No: CTR046098</b><br><b>Contractor: Carahsoft Technology Corp.</b> | Arizona Department of<br>Administration<br><b>State Procurement Office</b><br>100 N 15th Ave., Suite 402<br>Phoenix, AZ 85007 |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|

back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

- 4.5.1. Accept a decrease in price offered by the contractor;
- 4.5.2. Cancel the Contract; or
- 4.5.3. Cancel the contract and re-solicit the requirements.

## 5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel 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.
- 6.2. Indemnification
  - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
  - 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnatee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."





**NASPO Value Point Cloud Services  
Arizona Participating Addendum**

**Contract No: CTR046098  
Contractor: Carahsoft Technology Corp.**

**Arizona Department of  
Administration  
State Procurement Office  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007**

- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4 Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall not include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for

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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.

## 7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
  - 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
  - 7.2.2. Fit for the intended purposes for which the materials are used;
  - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
  - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
  - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
  - 7.6.2. Purchase Orders. 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.

## 8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State 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

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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 State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this Contract if the State determines that the 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. Submittal of an offer or execution of a contract shall attest that the contractor this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

**9. Contract Termination**

9.1. Cancellation for Conflict of Interest. Pursuant to **A.R.S. § 38-511**, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

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- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply
- 9.5. Termination for Default.
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6. Continuation of Performance Through Termination. 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.

#### 10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

#### 11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

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|  | <p><b>NASPO Value Point Cloud Services<br/>Arizona Participating Addendum</b></p> <p><b>Contract No: CTR046098</b><br/><b>Contractor: Carahsoft Technology Corp.</b></p> | <p>Arizona Department of<br/>Administration<br/><b>State Procurement Office</b><br/>100 N 15th Ave., Suite 402<br/>Phoenix, AZ 85007</p> |
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**12. Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 402, Phoenix, Arizona, 85007.



## Purchase Requisition

**Req. Number****169890****Req. Date: 4/24/2024****Page: 1 of 1**

| Department Contact:                                                                                       | Ship to:                                                                                             | Supplier:                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| TRAWLE, CHRISTINE A<br><br>Phone: -<br>Branch Plant: IT-EXECUTIVE MANAGEMENT<br>Fund Source: GENERAL FUND | INFORMATION TECHNOLOGY DEPARTMENT<br><br>IT RECEIVING BLDG<br>75 N. MAIN STREET<br>FLORENCE AZ 85132 | HYE TECH NETWORK & SECURITY<br>SOLUTIONS LL<br>4802 E RAY RD STE 23-414<br>PHOENIX AZ 85044<br><br>Phone: 520 - 488-9970<br>Fax: 480 - 247-4501 |

|                                                                                                                                                       |                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>Buyer:</b> Maegan Queen, Buyer<br><b>Phone:</b> 520 - 866-6265<br><b>Email:</b> <a href="mailto:maegan.queen@pinal.gov">maegan.queen@pinal.gov</a> | <b>Requested Delivery Date:</b> 4/24/2024<br><b>Payment Terms:</b> Net 30<br><b>Shipping Terms:</b> FOB Destination |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|

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

**Contract Entity** 1GPA  
**Contract Number** 22-02PV-08  
**Contract Expiry** 11/19/2025

**Reference:** Quote: 1066-296a

Vendor Contact: Scott Clore [sclore@hyetechnetworks.com](mailto:sclore@hyetechnetworks.com) | [sales@hyetechnetworks.com](mailto:sales@hyetechnetworks.com)

Department Contact: Christine Trawle 520-866-6888 [christine.trawle@pinal.gov](mailto:christine.trawle@pinal.gov)  
ALL SOFTWARE LICENSES MUST BE EMAILED TO: [ITLICENSES@PINAL.GOV](mailto:ITLICENSES@PINAL.GOV)

| Line | Quantity | UOM | Item Number | Item Description                                  | Unit Cost | Extended Cost |
|------|----------|-----|-------------|---------------------------------------------------|-----------|---------------|
| 1.00 |          | LS  |             | Cisco Security EA YR 5<br>08/01/2024 - 07/31/2025 | \$0.00    | \$247,673.80  |
| 2.00 |          | LS  |             | SALES TAX                                         | \$0.00    | \$21,547.62   |

**Total Order: \$269,221.42**



HyeTech Network & Security Solutions, LLC.  
10235 S. 51st Street #120  
Phoenix, AZ 85044

**Bill To:**

Pinal County  
Robert Stanley  
31 N Pinal Street  
Florence, AZ 85132

**Ship To:**

Pinal County  
Chris Combs  
Receiving Building/Rear Loading  
Dock  
75 N. Main Street  
Florence, AZ 85132

**Date:** March 12, 2024  
**Quotation #:** 1066-296a  
**Customer ID:** 1066  
**Prepared by:** Scott Clore  
**Quotation valid until:** July 31, 2024  
**Project Detail:** Security EA + DUO Add - Year 5  
**Contract:** 1GPA Contract 22-02PV-08

**Security EA - Year 5 of 5:**

| Serial #  | Service SKU        | Description                                                  | Support Level | Start Date | End Date  | List Price  | Unit Price  | Qty  | Ext. Price   |
|-----------|--------------------|--------------------------------------------------------------|---------------|------------|-----------|-------------|-------------|------|--------------|
| Sub585704 | ELA2-M             | Cisco EA BUNDLE                                              | ---           | 8/1/2024   | 7/31/2025 | \$0.00      | \$0.00      | 1    | \$0.00       |
| Sub585704 | E2F-SEC-ANYCONN    | Cisco EA 2.0 Choice - Security Suites- Anyconnect            | ---           | 8/1/2024   | 7/31/2025 | \$0.00      | \$0.00      | 1    | \$0.00       |
| Sub585704 | E2SF-A-AC-APEX-10  | Security EA 2.0 Choice AnyConnect Apex License 10pk          | ---           | 8/1/2024   | 7/31/2025 | \$20.40     | \$9.79      | 200  | \$1,958.00   |
| Sub585704 | SVS-EA2-ANYC-SUP-B | BASIC SUPPORT FOR ANYCONNECT                                 | Basic         | 8/1/2024   | 7/31/2025 | \$0.00      | \$0.00      | 1    | \$0.00       |
| Sub585704 | E2F-SEC-DUO-ACS    | Cisco Duo AccessSuite                                        | ---           | 8/1/2024   | 7/31/2025 | \$0.00      | \$0.00      | 1    | \$0.00       |
| Sub585704 | E2SF-DUO-ACCESS    | EA Choice - Duo Access Edition                               | ---           | 8/1/2024   | 7/31/2025 | \$57.84     | \$45.69     | 2420 | \$110,569.80 |
| Sub585704 | SVS-EA2-DUO-SUP-B  | BASIC SUPPORT FOR DUO                                        | Basic         | 8/1/2024   | 7/31/2025 | \$0.00      | \$0.00      | 1    | \$0.00       |
| Sub585704 | E2F-SEC-ISE        | Cisco EA 2.0 Choice - Security Suites- ISE                   | ---           | 8/1/2024   | 7/31/2025 | \$0.00      | \$0.00      | 1    | \$0.00       |
| Sub585704 | E2SF-I-ISE-ADM     | Security EA 2.0 Choice ISE Device Admin TACACS License       | ---           | 8/1/2024   | 7/31/2025 | \$1,700.00  | \$816.00    | 2    | \$1,632.00   |
| Sub585704 | E2SF-I-ISE-APEX-10 | Security EA 2.0 Choice ISE Apex License 10pk                 | ---           | 8/1/2024   | 7/31/2025 | \$31.32     | \$15.03     | 200  | \$3,006.00   |
| Sub585704 | E2SF-I-ISE-BASE-10 | Security EA 2.0 Choice ISE Base License 10pk                 | ---           | 8/1/2024   | 7/31/2025 | \$8.72      | \$4.19      | 200  | \$838.00     |
| Sub585704 | E2SF-I-ISE-PLUS-10 | Security EA 2.0 Choice ISE Plus License 10pk                 | ---           | 8/1/2024   | 7/31/2025 | \$41.76     | \$20.04     | 200  | \$4,008.00   |
| Sub585704 | SVS-EA2-CISE-SUP-B | BASIC SUPPORT FOR IDENTITY SERVICES ENGINE                   | Basic         | 8/1/2024   | 7/31/2025 | \$0.00      | \$0.00      | 1    | \$0.00       |
| Sub585704 | E2F-SEC-NGFW       | Cisco EA 2.0 Choice - Security Suites- NGFW                  | ---           | 8/1/2024   | 7/31/2025 | \$0.00      | \$0.00      | 1    | \$0.00       |
| Sub585704 | E2SF-F-FPR4115T    | Sec EA 2.0 Choice FPR4115 Threat Defense Threat, Malware,URL | ---           | 8/1/2024   | 7/31/2025 | \$45,082.08 | \$21,639.40 | 4    | \$86,557.60  |
| Sub585704 | SVS-EA2-NGFW-SUP-B | BASIC SUPPORT FOR NEXT-GEN FIREWALL                          | Basic         | 8/1/2024   | 7/31/2025 | \$0.00      | \$0.00      | 1    | \$0.00       |
| Sub585704 | E2F-SEC-UMB        | Cisco EA 2.0 - Security Suites- Umbrella                     | ---           | 8/1/2024   | 7/31/2025 | \$0.00      | \$0.00      | 1    | \$0.00       |
| Sub585704 | E2SF-U-DNS-ADV     | Sec EA 2.0 Choice Umbrella DNS Advantage                     | ---           | 8/1/2024   | 7/31/2025 | \$35.88     | \$17.22     | 2000 | \$34,440.00  |



Security EA - Year 5 of 5:

| Serial #  | Service SKU        | Description                                      | Support Level | Start Date | End Date  | List Price | Unit Price | Qty       | Ext. Price   |
|-----------|--------------------|--------------------------------------------------|---------------|------------|-----------|------------|------------|-----------|--------------|
| Sub585704 | SVS-EA2-SIG-SUPT-E | Umbrella Support for DNS/SIG Packages - Enhanced | ---           | 8/1/2024   | 7/31/2025 | \$7,176.00 | \$4,664.40 | 1         | \$4,664.40   |
|           |                    |                                                  |               |            |           |            |            | Subtotal: | \$247,673.80 |

Payment Terms:

Note: This Security EA may be purchased with 5 yearly payments according to the schedule below:

- Security EA Year 1 Payment Total: \$228,484.00
- Security EA Year 2 Payment Total: \$228,484.00
- Security EA Year 3 Payment Total: \$228,484.00
- Security EA Year 4 Payment Total: \$228,484.00
- Security EA + 420 DUO Add Year 5 Payment Total: \$247,673.80

\* Tax is non inclusive

| Quote Summary              | Amount       |
|----------------------------|--------------|
| Security EA - Year 5 of 5: | \$247,673.80 |
| Subtotal:                  | \$247,673.80 |
| Estimated Tax:             | \$21,547.62  |
| Total:                     | \$269,221.42 |

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

If you have any questions concerning this quotation please contact [sales@hyetechnetworks.com](mailto:sales@hyetechnetworks.com)





## Terms & Conditions:

### Invoicing & Payment

Unless otherwise stated in an SOW, exhibit, or definitive agreement, Hye Tech shall invoice Customer on a project basis. Customer shall pay Hye Tech within thirty (30) calendar days from the date of invoice for any of the Services and expenses provided or incurred hereunder. Hye Tech may charge Customer interest and late fees on any overdue and unpaid portion of the Fees in an amount equal to one and one half percent (1.5%) per month. All payments shall be made in U.S. dollars. In the event Customer disputes any Fees, Customer shall pay any undisputed portion of the invoice containing the disputed Fees.

### Suspension

In the event of non-payment of any Fees or other fees payable within forty-five (45) days from the date of invoice, HT may, in addition to any other rights and remedies it may have, suspend Customer's access to the Products and Services.



# CONTRACT SUMMARY

## TECHNOLOGY AND AUDIO/VISUAL SOLUTIONS

|                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                              |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>VENDOR:</b>                                                                                                                                                                                                                                                                                                                                  | <b>HYE TECH NETWORK &amp; SECURITY SOLUTIONS LLC</b>                                                                                                                                                                         |  |
| <b>CONTRACT NUMBER:</b>                                                                                                                                                                                                                                                                                                                         | <b>22-02PV-08</b>                                                                                                                                                                                                            |  |
| <b>CONTRACT CONTACT:</b>                                                                                                                                                                                                                                                                                                                        | Lisa Andrus<br><a href="mailto:landrus@hyetechnetworks.com">landrus@hyetechnetworks.com</a><br>602.694.0303<br><br>Saro Hayan<br><a href="mailto:saro@hyetechnetworks.com">saro@hyetechnetworks.com</a><br>520.488.9970      |  |
| <b>WEBSITE:</b>                                                                                                                                                                                                                                                                                                                                 | <a href="http://www.hyetechnetworks.com">www.hyetechnetworks.com</a>                                                                                                                                                         |  |
| <b>CONTRACT START DATE:</b>                                                                                                                                                                                                                                                                                                                     | <b>December 8, 2021</b>                                                                                                                                                                                                      |  |
| <input checked="" type="checkbox"/> <b>HARDWARE</b><br><input checked="" type="checkbox"/> <b>SOFTWARE</b><br><input checked="" type="checkbox"/> <b>AUDIO/VISUAL</b>                                                                                                                                                                           | <input checked="" type="checkbox"/> <b>LABOR</b><br><input checked="" type="checkbox"/> <b>CONSULTING</b><br><input checked="" type="checkbox"/> <b>MANAGED SERVICES</b><br><input type="checkbox"/> <b>RECYCLE/DISPOSAL</b> |  |
| <b>Pricing Information</b>                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                              |  |
| <b>Product</b> – Minimum discounts are listed on tabs CAT 1 HARDWARE, CAT 2-SOFTWARE, CAT 3 AUDIO-VISUAL ON THE COST FORM and may be discounts off manufacturers list price and/or vendor catalog/website. Actual discounts applied may be more but not less than the contract discount. Contact vendor for any additional available discounts. |                                                                                                                                                                                                                              |  |
| <b>Consulting and Managed Services</b> – Tab CAT 4 CONSULTING AND MANAGED SE of the Cost Form.                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                              |  |
| <b>Installation, Training, Maintenance, Repair and Services</b> – See Cost Form Tab CAT 5 INSTALL MAINT REP SERV, Section A and B                                                                                                                                                                                                               |                                                                                                                                                                                                                              |  |
| <b>Recycling/Disposal Services</b> – None                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                              |  |
| <b>Contract Reference No.</b>                                                                                                                                                                                                                                                                                                                   | Reference “1GPA Contract 22-02PV-08” on all purchase orders.                                                                                                                                                                 |  |
| <b>Minimum Order</b>                                                                                                                                                                                                                                                                                                                            | None                                                                                                                                                                                                                         |  |
| <b>Shipping</b>                                                                                                                                                                                                                                                                                                                                 | Free shipping excluding expedited shipping and overweight products.                                                                                                                                                          |  |
| <b>Online Ordering</b>                                                                                                                                                                                                                                                                                                                          | No                                                                                                                                                                                                                           |  |
| <b>Warranty</b>                                                                                                                                                                                                                                                                                                                                 | Manufacturer warranty product, 90 days service                                                                                                                                                                               |  |
| <b>Service Area</b>                                                                                                                                                                                                                                                                                                                             | National                                                                                                                                                                                                                     |  |
| <b>Other Information</b>                                                                                                                                                                                                                                                                                                                        | Offers pre-sales support, design, education and demonstration services. This vendor has no manufacturer preference so recommendation is based on best products to meet needs. Offers white glove services.                   |  |



# HYE TECH NETWORK & SECURITY SOLUTIONS LLC

|                                                                                                      |                                                                                                          |                                              |
|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Unique Entity ID<br><b>PLPRHZ5GV981</b>                                                              | CAGE / NCAGE<br><b>9JWS7</b>                                                                             | Purpose of Registration<br><b>All Awards</b> |
| Registration Status<br><b>Active Registration</b>                                                    | Expiration Date<br><b>Sep 14, 2024</b>                                                                   |                                              |
| Physical Address<br><b>10235 S 51ST ST STE 120<br/>Phoenix, Arizona 85044-5218<br/>United States</b> | Mailing Address<br><b>4802 E Ray RD<br/>STE 23-414<br/>Phoenix, Arizona 85044-6410<br/>United States</b> |                                              |

## Business Information

|                                             |                                                                    |                                   |
|---------------------------------------------|--------------------------------------------------------------------|-----------------------------------|
| Doing Business as<br><b>(blank)</b>         | Division Name<br><b>Hye Tech Networks</b>                          | Division Number<br><b>(blank)</b> |
| Congressional District<br><b>Arizona 04</b> | State / Country of Incorporation<br><b>Arizona / United States</b> | URL<br><b>hyetechnetworks.com</b> |

## Registration Dates

|                                        |                                        |                                                 |
|----------------------------------------|----------------------------------------|-------------------------------------------------|
| Activation Date<br><b>Sep 19, 2023</b> | Submission Date<br><b>Sep 15, 2023</b> | Initial Registration Date<br><b>Apr 4, 2023</b> |
|----------------------------------------|----------------------------------------|-------------------------------------------------|

## Entity Dates

|                                         |                                             |
|-----------------------------------------|---------------------------------------------|
| Entity Start Date<br><b>Jan 1, 2005</b> | Fiscal Year End Close Date<br><b>Dec 31</b> |
|-----------------------------------------|---------------------------------------------|

## Immediate Owner

|                        |                                       |
|------------------------|---------------------------------------|
| CAGE<br><b>(blank)</b> | Legal Business Name<br><b>(blank)</b> |
|------------------------|---------------------------------------|

## Highest Level Owner

|                        |                                       |
|------------------------|---------------------------------------|
| CAGE<br><b>(blank)</b> | Legal Business Name<br><b>(blank)</b> |
|------------------------|---------------------------------------|

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

No

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## Entity Types

### Business Types

|                                                              |                                                |                                                          |
|--------------------------------------------------------------|------------------------------------------------|----------------------------------------------------------|
| Entity Structure<br><b>Corporate Entity (Not Tax Exempt)</b> | Entity Type<br><b>Business or Organization</b> | Organization Factors<br><b>Limited Liability Company</b> |
| Profit Structure<br><b>For Profit Organization</b>           |                                                |                                                          |

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

|                                     |                              |
|-------------------------------------|------------------------------|
| Accepts Credit Card Payments<br>Yes | Debt Subject To Offset<br>No |
| EFT Indicator<br>0000               | CAGE Code<br>9JWS7           |

Points of Contact

Electronic Business

|                                                                                                    |                                                                                                    |
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Government Business

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Past Performance

|                                                                                                    |                                                                                                    |
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Service Classifications

NAICS Codes

|         |             |                                                            |
|---------|-------------|------------------------------------------------------------|
| Primary | NAICS Codes | NAICS Title                                                |
| Yes     | 541512      | Computer Systems Design Services                           |
|         | 541513      | Computer Facilities Management Services                    |
|         | 541519      | Other Computer Related Services                            |
|         | 541990      | All Other Professional, Scientific, And Technical Services |

Disaster Response

This entity does not appear in the disaster response registry.



## Purchase Requisition

**Req. Number****169895****Req. Date: 4/17/2024****Page: 1 of 1**

| Department Contact:                                                                                        | Ship to:                                                                                         | Supplier:                                                                                                                    |
|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| BRUSACORAM, CANDICE ROSE<br>Phone: -<br>Branch Plant: IT-EXECUTIVE MANAGEMENT<br>Fund Source: GENERAL FUND | INFORMATION TECHNOLOGY DEPARTMENT<br>IT RECEIVING BLDG<br>75 N. MAIN STREET<br>FLORENCE AZ 85132 | CDW GOVERNMENT<br>75 REMITTANCE DR STE 1515<br>CHICAGO IL 60675-1515<br><br>Phone: 877 - 853 - 0557<br>Fax: 847 - 371 - 2100 |

|                                                                                                                                                       |                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>Buyer: Maegan Queen, Buyer</b><br><b>Phone: 520 - 866-6265</b><br><b>Email: <a href="mailto:maegan.queen@pinal.gov">maegan.queen@pinal.gov</a></b> | <b>Requested Delivery Date: 4/17/2024</b><br><b>Payment Terms: Net 30</b><br><b>Shipping Terms: FOB Destination</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|

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

**Contract Entity** State of Arizona  
**Contract Number** CTR031739-13  
**Contract Expiry** 6/30/2024

**Reference:** Quote: NSCC878

Vendor Contact: Chris Anderson [chrande@cdwg.com](mailto:chrande@cdwg.com)

Department Contact: Christine Trawle 520-866-6888 [christine.trawle@pinal.gov](mailto:christine.trawle@pinal.gov)  
ALL SOFTWARE LICENSES MUST BE EMAILED TO: [ITLICENSES@PINAL.GOV](mailto:ITLICENSES@PINAL.GOV)

| Line | Quantity | UOM | Item Number | Item Description                                         | Unit Cost | Extended Cost |
|------|----------|-----|-------------|----------------------------------------------------------|-----------|---------------|
| 1.00 | 2,500.00 | EA  |             | Google Workspace subscription<br>04/29/2024 - 04/29/2025 | \$211.00  | \$527,500.00  |
| 2.00 | 1,250.00 | EA  |             | Google Workspace subscription<br>04/29/2024 - 04/29/2025 | \$33.00   | \$41,250.00   |
| 3.00 |          | LS  |             | Sales Tax                                                | \$0.00    | \$38,106.25   |

**Total Order: \$606,856.25**



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

## QUOTE CONFIRMATION

**CHRISTINE TRENT,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL  |
|---------|------------|-----------------|------------|--------------|
| NSVC878 | 3/22/2024  | GOOGLE RENEWAL  | 1166016    | \$606,856.25 |

| QUOTE DETAILS                                                                                                                                                                                                                                                                |      |         |            |              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------|------------|--------------|
| ITEM                                                                                                                                                                                                                                                                         | QTY  | CDW#    | UNIT PRICE | EXT. PRICE   |
| <a href="#">Google Workspace Enterprise Standard - subscription license (1 year) - 1 us</a><br>Mfg. Part#: GAPPS-ENT-STD-1USER-12MO<br>4/29/24-4/29/25<br>Electronic distribution - NO MEDIA<br>Contract: Arizona NVP Software - Local Agencies and HiEd (ADSP017-149774)    | 2500 | 6310914 | \$211.00   | \$527,500.00 |
| <a href="#">Google Workspace Enterprise Standard - subscription license (1 year) - 1 ar</a><br>Mfg. Part#: GAPPS-AU-ENT-STD-1USER-12MO<br>4/29/24-4/29/25<br>Electronic distribution - NO MEDIA<br>Contract: Arizona NVP Software - Local Agencies and HiEd (ADSP017-149774) | 1250 | 6459363 | \$33.00    | \$41,250.00  |

**SUBTOTAL** \$568,750.00

**SHIPPING** \$0.00

**SALES TAX** \$38,106.25

**GRAND TOTAL** **\$606,856.25**

| PURCHASER BILLING INFO                                                                                                                                                                                 | DELIVER TO                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Billing Address:</b><br>PINAL COUNTY FINANCE DEPT.<br>ACCTS PAYABLE<br>PO BOX 1348<br>FLORENCE, AZ 85132-3027<br><b>Phone:</b> (520) 868-6264<br><b>Payment Terms:</b> Net 30 Days-Govt State/Local | <b>Shipping Address:</b><br>PINAL COUNTY<br>CHRISTINE TRENT<br>75 NORTH MAIN STREET<br>FLORENCE, AZ 85132<br><b>Phone:</b> (520) 868-6264<br><b>Shipping Method:</b> ELECTRONIC DISTRIBUTION |
|                                                                                                                                                                                                        | <b>Please remit payments to:</b><br><br>CDW Government<br>75 Remittance Drive<br>Suite 1515<br>Chicago, IL 60675-1515                                                                        |



## Sales Contact Info

**Chris Anderson** | (877) 570-2643 | [chrande@cdwg.com](mailto:chrande@cdwg.com)

### Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at  
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



## Contract Amendment

ADSP017-149774

Amendment Eighteen (18)

Arizona Department of  
Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 402  
Phoenix, AZ 85007

**CONTRACTOR:**

CDW Government, LLC  
230 North Milwaukee Ave Vernon  
Hills, IL 60041

**CONTACT:** Ann Reeves

**PHONE:** 813-804-5352 X65352

**EMAIL:** [ann.reeves@cdwg.com](mailto:ann.reeves@cdwg.com)

**STATE AGENCY:**

AZ Department of Administration (ADOA)  
State Procurement Office  
100 N. 15<sup>th</sup> Ave., Ste. 305  
Phoenix, AZ 85007

**CONTACT:** Eric Bell

**PHONE:** (602) 542-8921

**EMAIL:** [eric.bell@azdoa.gov](mailto:eric.bell@azdoa.gov)

### Software Value Added Reseller (SVAR)

#### ***CDW Government, LLC***

Pursuant to R2-7-E303. Competition Impracticable Procurements, and in accordance with Uniform Terms and Conditions, Section 5.0 Contract Changes, 5.1 Amendments, of the above referenced contract, it is hereby amended as follow:

1. Special Terms and Conditions, Section 3 Contract Extensions, the aforementioned contract is hereby extended through June 30, 2024.

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

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

#### ACKNOWLEDGEMENT AND AUTHORIZATION

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





# CDW GOVERNMENT LLC

|                                                                                                        |                                                                                                       |                                              |
|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Unique Entity ID<br><b>PHZDZ8SJ5CM1</b>                                                                | CAGE / NCAGE<br><b>1KH72</b>                                                                          | Purpose of Registration<br><b>All Awards</b> |
| Registration Status<br><b>Active Registration</b>                                                      | Expiration Date<br><b>Mar 13, 2025</b>                                                                |                                              |
| Physical Address<br><b>230 N Milwaukee AVE<br/>Vernon Hills, Illinois 60061-4304<br/>United States</b> | Mailing Address<br><b>230 N Milwaukee AVE<br/>Vernon Hills, Illinois 60061-1577<br/>United States</b> |                                              |

## Business Information

|                                              |                                                                     |                                   |
|----------------------------------------------|---------------------------------------------------------------------|-----------------------------------|
| Doing Business as<br><b>(blank)</b>          | Division Name<br><b>(blank)</b>                                     | Division Number<br><b>(blank)</b> |
| Congressional District<br><b>Illinois 10</b> | State / Country of Incorporation<br><b>Illinois / United States</b> | URL<br><b>http://www.cdwg.com</b> |

## Registration Dates

|                                        |                                        |                                                 |
|----------------------------------------|----------------------------------------|-------------------------------------------------|
| Activation Date<br><b>Mar 15, 2024</b> | Submission Date<br><b>Mar 13, 2024</b> | Initial Registration Date<br><b>May 8, 2001</b> |
|----------------------------------------|----------------------------------------|-------------------------------------------------|

## Entity Dates

|                                          |                                             |
|------------------------------------------|---------------------------------------------|
| Entity Start Date<br><b>May 27, 1998</b> | Fiscal Year End Close Date<br><b>Dec 30</b> |
|------------------------------------------|---------------------------------------------|

## Immediate Owner

|                      |                                       |
|----------------------|---------------------------------------|
| CAGE<br><b>97T44</b> | Legal Business Name<br><b>CDW LLC</b> |
|----------------------|---------------------------------------|

## Highest Level Owner

|                      |                                               |
|----------------------|-----------------------------------------------|
| CAGE<br><b>97VJ2</b> | Legal Business Name<br><b>CDW CORPORATION</b> |
|----------------------|-----------------------------------------------|

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

|                                                    |                                                |                                                          |
|----------------------------------------------------|------------------------------------------------|----------------------------------------------------------|
| Entity Structure<br><b>Other</b>                   | Entity Type<br><b>Business or Organization</b> | Organization Factors<br><b>Limited Liability Company</b> |
| Profit Structure<br><b>For Profit Organization</b> |                                                |                                                          |

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

|                                     |                              |
|-------------------------------------|------------------------------|
| Accepts Credit Card Payments<br>Yes | Debt Subject To Offset<br>No |
| EFT Indicator<br>0000               | CAGE Code<br>1KH72           |

Points of Contact

Electronic Business

|                                                                                                   |                                                                        |
|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| <br>Janet Pishotta | 230 N. Milwaukee AVE.<br>Vernon Hills, Illinois 60061<br>United States |
| BASIA JOHNSON JOHNSON                                                                             | 230 N. Milwaukee AVE<br>Vernon Hills, Illinois 60061<br>United States  |

Government Business

|                                                                                                     |                                                                       |
|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <br>JEANETTE TEASLEY | 230 N. Milwaukee AVE<br>Vernon Hills, Illinois 60061<br>United States |
| Edwina Wright                                                                                       | 230 N. Milwaukee AVE<br>Vernon Hills, Illinois 60061<br>United States |

Past Performance

|                                                                                                       |                                                                                 |
|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <br>JEANETTE TEASLEY | 2001 Edmund Haley Drive<br>Suite 500<br>Reston, Virginia 20191<br>United States |
| MAX FOSZCZ                                                                                            | 120 South Riverside<br>Floor - 4<br>Chicago, Illinois 60606<br>United States    |

Service Classifications

NAICS Codes

| Primary | NAICS Codes | NAICS Title                                                                           |
|---------|-------------|---------------------------------------------------------------------------------------|
| Yes     | 423430      | Computer And Computer Peripheral Equipment And Software Merchant Wholesalers          |
|         | 334111      | Electronic Computer Manufacturing                                                     |
|         | 334112      | Computer Storage Device Manufacturing                                                 |
|         | 334118      | Computer Terminal And Other Computer Peripheral Equipment Manufacturing               |
|         | 334210      | Telephone Apparatus Manufacturing                                                     |
|         | 334220      | Radio And Television Broadcasting And Wireless Communications Equipment Manufacturing |
|         | 334310      | Audio And Video Equipment Manufacturing                                               |
|         | 334417      | Electronic Connector Manufacturing                                                    |
|         | 334419      | Other Electronic Component Manufacturing                                              |
|         | 334515      | Instrument Manufacturing For Measuring And Testing Electricity And Electrical Signals |
|         | 335999      | All Other Miscellaneous Electrical Equipment And Component Manufacturing              |
|         | 423410      | Photographic Equipment And Supplies Merchant Wholesalers                              |

|        |                                                                   |
|--------|-------------------------------------------------------------------|
| 513210 | Software Publishers                                               |
| 541330 | Engineering Services                                              |
| 541511 | Custom Computer Programming Services                              |
| 541512 | Computer Systems Design Services                                  |
| 541519 | Other Computer Related Services                                   |
| 541614 | Process, Physical Distribution, And Logistics Consulting Services |
| 611420 | Computer Training                                                 |

Disaster Response

Yes, this entity appears in the disaster response registry.

|                |         |
|----------------|---------|
| Bonding Levels | Dollars |
| (blank)        | (blank) |

|        |          |                                |
|--------|----------|--------------------------------|
| States | Counties | Metropolitan Statistical Areas |
| Any    | (blank)  | (blank)                        |