



PINAL COUNTY
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PURCHASING DIVISION REPORT

May 1, 2024

CONTRACT AWARD RECOMMENDATION:

The Board is requested to approve the following contract award:

1. IFB 245325 – Pinal County Housing Authority New Sewer Connection – Recommend Degan Construction, LLC be awarded a contract in the bid amount of \$930,777.00 with a contingency amount of \$67,000.00. This contract will be used by the Housing Department.

CONTRACT AMENDMENT:

The Board is requested to approve the following contract amendment:

1. RFP 203026 – Public Defense Services Office – Attorney Services - Recommended approval of Amendment No. 4 to exercise the optional extension period from July 1, 2024 through June 30, 2025 with the following suppliers:

Kenney Law, LLC (Anthony L. Kenney)	Law Office of Michael Villarreal
John G. Schaus, Attorney at Law	Law Office of Nicole L. Severson, P.C.
Law Office of Jamie Sparks	Paul D. Green, Attorney/Mediator, LLC
Law Offices of J.R. Wallace (Joshua Roth Wallace)	Winkley Law Firm (Katherine Winkley)

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

COMPETITION IMPRACTICABLE PROCUREMENT OVER \$100,000:

The Board is requested to approve the following purchase request per Pinal County Procurement Code section PC1-350 governing competition impracticable purchases over \$100,000:

AMOUNT: \$600,000.00
SUPPLIER: Cappsco International Corporation
DESCRIPTION: Engine Conversion, Compressor
DEPARTMENT: Sheriff's Office

COOPERATIVE PURCHASING AGREEMENT PROCUREMENTS OVER \$250,000:

The Board is requested to approve the following cooperative purchase(s):

PO NO.: 242752
SUPPLIER: Andrew's Refrigeration Inc
AMOUNT: \$257,578.19
ITEM: Replacement Air Conditioning Unit
DEPARTMENT: Housing



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REQUISITION NO.: 169942
SUPPLIER: Conference Technologies Inc
AMOUNT: \$259,305.91
ITEM: 11each Biamp Tesira Servers
DEPARTMENT: Superior Court Admin



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Pinal County
Finance Department
31 N. Pinal St.
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P.O. Box 1348
Florence, AZ 85132

Contract No. **245325IFB**

CONTRACT AGREEMENT

This Contract is made and entered into this 1st day of May, 2024, by and between PINAL COUNTY, a political subdivision of the State of Arizona, hereinafter referred to as "Pinal" and Degan Construction a(n) Limited Liability Company corporation / partnership / sole proprietorship, hereinafter referred to as "Contractor".

WHEREAS, Pinal has the authority to enter into this Contract under A.R.S. §11-251; and

WHEREAS, bids have been received by Pinal and the Contract has been awarded to the above named Contractor, and said Contractor is willing and able to perform said construction in accordance with this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

1. Contract Documents. The following list of instruments, drawings and documents, which are attached hereto, are incorporated herein by reference, and taken together with this instruction, constitutes the Contract between the parties hereto. Any reference to "Contract" or "Contract Documents" means this instrument and the documents listed below:

<ul style="list-style-type: none"> a. Invitation for Bids b. Instructions to Bidders c. Bid, including Bid Form(s) d. General Provisions e. Contractors Performance Evaluation Form and Definitions f. Special Provisions and Specifications g. Technical Provisions and Specifications, including Schedule h. Certification of Intentions Concerning Subcontracting 	<ul style="list-style-type: none"> i. Affidavit of Suspension and/or Debarment j. Contractor Immigration Certifications k. Noncollusion Affidavit l. Contract Agreement m. Plans n. All addenda issued prior to date for receipt of bids set forth in the Invitation for bids o. Grant Terms and Conditions p. Davis-Bacon Wage Determinations
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2. Scope of Work ("Work"). Contractor shall fully perform the Scope of Work as set forth in the Contract Documents.

3. Commencement and Completion Dates. The project shall be completed within **240 calendar days** unless further extended or renewed by mutual consent by Pinal and the Contractor. Pinal assumes no liability for work performed or costs incurred on the Project prior to the commencement date or subsequent to the Contract completion date or the termination of this Contract. Extensions of time allowed for completing the Work on the Project may be granted under appropriate circumstances.

4. Compensation / Contract Price. Pinal agrees to pay Contractor for work actually performed by Contractor based on the price set forth and Contractor agrees to accept such amounts for work actually performed for the lump sum amount Nine Hundred Ninety-Seven Thousand, Seven Hundred Seventy-Seven Dollars (\$ 997,777.00).

5. Installment / Progress Payments. Pinal may pay Contractor in installments based upon periodic invoices and progress reports and a final invoice and report upon completion of Work submitted by Contractor. The invoices and progress reports shall show percentage of Work completed under this Contract. It is understood and agreed, however, that payment to Contractor of installment payments shall not be construed as a waiver by Pinal of any of its rights herein or of any claims Pinal may have



against Contractor under this Contract. Periodic invoices and progress reports submitted by Contractor require verification by Pinal and approval or rejection by Pinal within thirty (30) days of receipt of invoice. Installment payments shall be made no later than fifteen (15) days after Pinal's approval.

6. **Retention.** Pinal shall retain ten percent (10%) of the compensation billed periodically by Contractor as shown on each periodic invoice and progress report. After the Contract is fifty percent complete no more than five percent (5%) of the amount of any subsequent progress payments made under the Contract may be retained provided the Contractor is making satisfactory progress on the project.
7. **Final Payment.** Final payment, including retentions, shall be made within thirty (30) days after receipt of final invoice from Contractor, conditioned upon the following:
 - 7.1 Contractor's compliance with all the terms of the Contract;
 - 7.2 Contractor having satisfactorily completed the Scope of Work described in the "Invitation for Bid" according to the standards, specifications and plans and within the time periods required under this Contract;
 - 7.3 The Work, including materials, being approved and accepted by Pinal, with such approval and acceptance by Pinal not being unreasonably withheld;
 - 7.4 Contractor furnishing Pinal with notarized receipts and waivers of liens for all labor, materials and supplies from all subcontractors, material suppliers and any and all persons holding claims against the Work as set forth in the paragraph entitled "Liens" in the General Provisions of the Contract Documents.
8. **No Third Party Benefit.** Nothing in this Contract shall be construed to give any person other than Pinal and Contractor any legal or equitable right, remedy or claim under this Contract. This contract shall be held to be for the sole and exclusive benefit of Pinal and Contractor.
9. **Headings.** The headings for the paragraphs of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs nor in any way affect this Contract.
10. **Governing Law.** The validity, interpretation, performance and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Arizona.
11. **Venue.** Notwithstanding A.R.S. §12-408, venue for any suit or action arising under this Contract shall be commenced and remain in the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona, but only after exhausting all possible administrative remedies. The parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
12. **Severability.** The parts, terms and provision of this Contract, consisting of the Contract Documents as defined under the definitions of General Provisions and Specifications, shall be deemed severable and should any part, term or provision of this Contract be declared or be determined by a Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be deemed a part of this Contract, notwithstanding any other provision of this Contract to the County.



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13. Successors and Assigns. The Contractor and all successors, executors, administrators and assigns of Contractor's interest in the Work or the compensation herein provided shall be bound to Pinal to the full legal extent to which Contractor is bound with respect to each of the covenants of this Contract.
14. Authorization. Signor executing this Contract on behalf of Contractor represents and warrants that said signor is duly authorized to execute and deliver this Contract on behalf of Contractor and this Contract is binding upon said Contractor.
15. Entire Contract. This Contract contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, inducements and conditions, express or implied, oral or written, except as herein contained and no statement, promise or inducement made by either party or the agent of either party that is not contained in this written Contract shall be *valid or binding*. All the amendments and modifications to this Contract shall be in writing signed by both parties to this Contract.
16. Cancellation of Contract. This Contract is subject to cancellation by Pinal without further penalty or further obligation as provided in A.R.S. §38-511.
17. Contractor's Execution. Execution of the Contract by Contractor is a representation that the Contract Documents enable Contractor to: (a) determine the cost of the Work; (b) perform the Work outlined therein; and (c) fulfill all its obligations hereunder.
18. Effective Date. This Contract shall become effective and binding upon (a) the submission by Contractor and acceptance by Pinal of the necessary Contract Bonds; (b) the submission by Contractor and acceptance by Pinal of the Certificates of Insurance; submission of the name of Contractor's representative to be contacted in order to report claims for property/vehicle damage and (c) upon the execution of this instrument by both parties hereto.



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Federal Certifications Addendum for Agreements Funded by U.S. Federal Grant

Source of Funding:

Catalog of Federal Domestic Assistance (CFDA) Number: # 21.027
Link to program: <https://sam.gov/content/assistance-listings>

References:

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

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

Federal Grants Financial Guide: DOJ Financial Guide

Definitions:

Allocable Costs. See 2 CFR § 200.405 Allocable costs.

- (a) A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received. This standard is met if the cost:
- (1) Is incurred specifically for the Federal award;
 - (2) Benefits both the Federal award and other work of the non-Federal entity and can be distributed in proportions that may be approximated using reasonable methods; and
 - (3) Is necessary to the overall operation of the non-Federal entity and is assignable in part to the Federal award in accordance with the principles in this subpart.
- (b) All activities which benefit from the non-Federal entity's indirect facilities and administration (F&A) costs, including unallowable activities and donated services by the non-Federal entity or third parties, will receive an appropriate allocation of indirect costs.
- (c) Any cost allocable to a particular Federal award under the principles provided for in this part may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
- (d) Direct cost allocation principles. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then, notwithstanding paragraph (c) of this section, the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized under a Federal award, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required. See also 2 CFR §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.439 (Equipment and other capital expenditures).
- (e) If the Contract is subject to Cost Accounting Standards (CAS), costs must be allocated to the Contract pursuant to the CAS. To the extent that CAS is applicable, the allocation of costs in accordance with CAS takes precedence over the allocation provisions in this part.

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



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

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

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

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

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

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

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

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

Federally Assisted Construction Contract. The regulation at 41 CFR § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in



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part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

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

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

- (a) (1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 CFR § 200.101 (Applicability); or
 - (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 CFR § 200.101 (Applicability).
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (2) of 2 CFR § 200.1, the definition of Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a Contractor or a contract to operate Federal government owned, Contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

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

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

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

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

Reasonable Costs. See 2 CFR § 200.404 Reasonable costs.

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

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-Federal entity or the proper and efficient performance of the Federal award.



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

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

Simplified acquisition threshold. The dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing at or below the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulations at 48 CFR, Part 2, Subpart 2.1. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of 2 CFR § 200.320 (Micro-purchase)).

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

Subcontractor. Legal entity that enters into subcontract with a "Contractor."

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

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

Federal Grant Provisions:

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

1. **Termination for Default.** Pinal County reserves all rights and privileges under the applicable laws and regulations with respect to this Contract in the event of breach of contract. Pursuant to 2 CFR Part 200, Appendix II, paragraph (B), the County may terminate the Contract in whole or in part for cause due to Contractor's failure to:
 - (a) Comply with any requirement, term, or condition of the Contract;
 - (b) Obtain and maintain all required insurance policies, bonds, licenses, and permits;
 - (c) Make satisfactory progress in carrying out the work; or
 - (d) Failure to conduct business in an ethical or legal manner.

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



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2. **Termination for Convenience.** Pursuant 2 CFR Part 200, Appendix II, paragraph (B), when Pinal County expends federal funds, Pinal County reserves the right to immediately terminate any contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination.
3. **Equal Employment Opportunity.** Pursuant to 41 CFR, Chapter 60, Part 60-1, the Contractor agrees as follows during the performance of this Contract:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 - (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (h) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened



with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

4. Compliance with Davis-Bacon Act. Pursuant to the Davis-Bacon Act (40 USC §§ 3141-3148) as supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) and 2 CFR Part 200, Appendix II(D), Contractor agrees as follows during the performance of this Contract:

- (a) All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 USC §§ 3141- 3144, and 3146-3148) and the applicable requirements of 29 CFR Part 5. The Contractor shall comply with 40 USC §§ 3141-3144, and 3146-3148 and the applicable requirements of 29 CFR Part 5.
- (b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (c) Additionally, Contractors are required to pay wages not less than once a week

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

5. Compliance with the Copeland "Anti-Kickback" Act. Pursuant to the Copeland "Anti-Kickback" Act (40 USC § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), Contractor agrees as follows during the performance of this Contract:

- (a) Contractor. The Contractor shall comply with 18 USC § 874, 40 USC § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract.
- (b) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these contract clauses.
- (c) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 CFR § 5.12."



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Florence, AZ 85132

6. Compliance with the Contract Work Hours and Safety Standards Act. Pursuant to 40 USC §§ 3701-3708, as supplemented by Department of Labor regulations at 29 CFR Part 5 (see 2 CFR Part 200, Appendix II (E)), Contractor agrees as follows during the performance of this Contract:
- (a) Overtime requirements. No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
 - (c) Withholding for unpaid wages and liquidated damages. Pinal County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
 - (d) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
7. Compliance with Section 3 Requirements. Pursuant to 24 CFR § 75.19, Contractor agrees as follows during the performance of this Contract. Contractor will be required to submit Section 3 compliance forms within three (3) days of contract award.
- (a) The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area.
 - (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
 - (c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - (d) The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.



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- (e) The Contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the Contractor is selected but before the Contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default and debarment or suspension from future HUD assisted contracts.
8. Rights to Inventions Made Under a Contract or Agreement. Contractor agrees to comply with the requirements of 37 CFR Part 401, 2 CFR § 200, Appendix II (F), and any other applicable regulations issued by the Federal Awarding Agency during the performance of this Contract.
9. Clean Air Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.*
- (a) The Contractor agrees to report each violation to Pinal County and understands and agrees that Pinal County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (b) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.
10. Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 *et seq.*
- (a) The Contractor agrees to report each violation to Pinal County and understands and agrees that Pinal County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (b) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.
11. Suspension and Debarment. Pursuant to Executive Orders 12549 and 12689. Pinal County may, by written notice to Contractor, immediately terminate this Contract if Pinal County determines that the Contractor has been disbarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of this Contract, the Contractor or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the Contractor will notify Pinal County.

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

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



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12. Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). The Contractor agrees to provide a certification with each proposal or offer exceeding \$100,000 and agrees to comply with the following during the term of this Contract:
- (a) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - (d) The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.
13. Procurement of Recovered Materials. Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (See 42 USC §§ 6901 *et seq.*; and 2 CFR § 200.323) during the performance of this Contract.
- (a) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
 - (b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - (c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
14. Fly Ash Certification. Contractor agrees to comply with the following during the performance of this Contract.
- (a) The percentage of fly ash in the concrete or cement is or will be consistent with the amounts required by the EPA Guidelines, Statutes, and/or Regulations for federally funded projects involving procurement of cement and/or concrete (Solid Waste Disposal Act; Resource Conservation and Recovery Act).
15. Fingerprint and Background Checks. In accordance with A.R.S. § 15-512(H), a Contractor, Subcontractor or vendor, any employee of a Contractor, Subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to A.R.S. §§ 41-1758 *et seq.*
16. Civil Rights Act of 1964, Title VI. Contractor agrees to comply with the Civil Rights Act of 1964, as amended, (42 USC § 2000d *et seq.* and 28 CFR § 42.101) that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.
17. Rehabilitation Act of 1973, Section 504. Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR Part 42, Subpart G), as amended, that provides that no otherwise qualified individual with a disability shall solely



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by reason of his or her disability be excluded from participation and/or employment, denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

18. Age Discrimination Act of 1975. Contractor agrees to comply with the Age Discrimination Act of 1975 (42 USC §§ 6101-6107 and 28 CFR §§ 42.700 *et seq.*), as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.
19. Americans with Disabilities Act of 1990. Contractor agrees to comply with Title II of the Americans with Disabilities Act of 1990 (42 USC §§ 12131-12134 and 28 CFR Part 35), as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."
20. Other Grant Specific Regulations. Contractor agrees to comply with the following during the performance of this Contract.

N/A, except that Contractor is required to independently determine applicable legal requirements and agrees to comply with all local, state, and Federal laws, and all rules, regulations, and performance and reporting requirements, including those which may be imposed after the date of this Contract.
21. Access to records. The following access to records requirements apply to this Contract:
 - (a) The Contractor agrees to provide the State of Arizona, Pinal County, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (c) The Contractor agrees to provide the Federal Awarding Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
 - (d) In compliance with the Disaster Recovery Reform Act of 2018, Pinal County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency Administrator or the Comptroller General of the United States.
 - (e) Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
22. Contract changes and amendments. There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. Amendments agreed to by both parties may modify the method, price, or schedule of the work without breaching the Contract. The language of the clause may differ depending on the nature of the Contract and the end-item procured. No charge for extra work or material will be allowed unless approved in writing, in advance, by the County and Contractor.
23. Uniform administrative requirements, cost principles, and audit requirements. Pinal County adheres to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for all federal awards included in 2 CFR Part 200. The federal cost principles require all costs for projects to be allowable, reasonable, and allocable. Therefore transparency of the cost proposal is required to ensure compliance.
24. Buy American provision. Contractor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 48 CFR § 52.225-1 through § 52.225-26 and 41 USC Chapter 83. The Contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. The provision applies to all food purchases paid from the nonprofit school food service account. There are limited exceptions to this provision, however before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.



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

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

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

- 25. Build America, Buy America Act (BABA). BABA (Pub. L. No. 117-58, §§ 70901-52) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA) on November 15, 2021, and it established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. The Contractor shall procure all iron, steel, manufactured products, and construction materials in accordance with BABA. Construction materials is defined as all raw materials used in construction including metals (other than iron/steel), plastics, glass, lumber, and drywall. This provision does not include cement aggregates. BABA covers infrastructure related projects such as buildings, utilities, water systems, Broadband, and transportation infrastructure public functions, such as roads, highways, bridges, public transportation facilities, dams, ports, and projects with harbors, railroads, freight and intermodal facilities, airports, water systems, electrical transmission facilities and systems (including structures, facilities, and equipment that generate, transport, and distribute energy, including electric vehicle charging facilities).

Under BABA, an article, material, or supply should only be classified into one of the following categories: (1) iron or steel products; (2) manufactured products; (3) construction materials; or (4) section 70917(c) materials.

For Manufactured Products under BABA to qualify as "produced in the United States," this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. All manufactured products used in the project must be produced and manufactured in the United States and more than 55% of the total cost of all components of the manufactured product must also be of U.S. origin. The Office of Management and Budget (OMB) released final guidance that will become effective October 23, 2023, that outlines which costs Federal agencies and award recipients can count when determining if a Manufactured Product satisfies this 55% test.

For components purchased by the manufacturer, the following costs should be included in the 55% calculation: the acquisition cost, including transportation costs to the place of incorporation into the manufactured product, regardless of whether or not such costs are paid to a domestic firm, and any applicable duty, regardless of whether or not a duty-free entry certificate is issued.

For components manufactured by the manufacturer, the following costs should be included in the 55% calculation: all costs associated with the manufacture of the component, including transportation costs, plus allocable overhead costs. Importantly, all costs related to profit must be excluded along with any costs associated with the manufacture of the manufactured product.

Contractor will be required to follow BABA, including, but not limited to, regulations implementing BABA, OMB interim and final rules, performance and reporting requirements, and any rules, regulations, and performance and reporting requirements under BABA which may be imposed after the date of this Contract.

- 26. Federal awarding agency seal, logo, and flags. The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of the Federal Awarding Agency officials without specific pre-approval from the Federal Awarding Agency.
- 27. Compliance with federal law, regulations, and executive orders. This is an acknowledgement that financial assistance provided by the Federal Awarding Agency will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.
- 28. No obligation by federal government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.



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29. Program fraud and false or fraudulent statements or related acts. The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

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

DEGAN CONSTRUCTION, LLC

Contractor Name

20-8711935

Contractor Unique Entity Identifier (UEI) #

1402 N. 24th Avenue Phoenix, AZ 85009

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

602-795-8475

info@degancon.com

Phone Number and Email Address

TJ Patterson, vice President

Printed Name and Title of Authorized Representative



Signature of Authorized Representative

April 16, 2024

Date



PINAL COUNTY
WIDE OPEN OPPORTUNITY

End of Solicitation



To: Pinal County Board of Supervisors

From: Kristen Grieco, Procurement Officer

Date: May 1, 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):

Kenney Law, LLC (Anthony L. Kenney)

John G. Schaus, Attorney at Law

Law Office of Jamie Sparks

Law Offices of J.R. Wallace (Joshua Roth Wallace)

Law Office of Michael Villarreal

Law Office of Nicole L. Severson, P.C.

Paul D. Green, Attorney/Mediator, LLC

Winkley Law Firm (Katherine Winkley)

The County has spent approximately \$668,000 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: **Paul D. Green, Attorney/Mediator, LLC**

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

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

X	X May 1, 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: **Kenney Law, LLC (Anthony L. Kenney)**

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

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

X	X May 1, 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
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(520) 866-6008

**Contract: 203026RFP
Amendment #4**
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Defense Services Office – Attorney Services

Contractor Name: **John G. Schaus, Attorney at Law**

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

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

X	X May 1, 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: **Law Office of Nicole L. Severson, P.C.**

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2025.

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

X	X May 1, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	



Contract Amendment

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**Contract: 203026RFP
Amendment #4**
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Defense Services Office – Attorney Services

Contractor Name: **Law Office of Jamie Sparks**

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

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

X	X May 1, 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: **Law Office of Michael Villarreal**

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

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

X	X May 1, 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
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**Contract: 203026RFP
Amendment #4**
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Defense Services Office – Attorney Services

Contractor Name: **Law Offices of J.R. Wallace, PLC (Joshua Roth Wallace)**

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.

X	X May 1, 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 #5
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Defense Services Office – Attorney Services

Contractor Name: **Winkley Law Firm (Katherine Winkley)**

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

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

X	X May 1, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	



Purchase Requisition

Req. Number
169921

Req. Date: 5/1/2024
Page: 1 of 1

Department Contact: HANSEN, JENNIFER Phone: - Branch Plant: SHERIFF Fund Source: SHERIFF'S GRANTS	Ship to: SHERIFF 971 N JASON LOPEZ CIRCLE BLDG C FLORENCE AZ 85132	Supplier: CAPPSCO INTERNATIONAL CORPORATION 1775 W SAHUARO DR TUCSON AZ 85745 Phone: 520 - 903-0822 Fax: -
--	--	--

Buyer: Diane Mendoza, Buyer Phone: 520 - 866-6269 Email: Diane.Mendoza@pinal.gov	Requested Delivery Date: 5/1/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
--	--

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

- Contract Entity**
- Contract Number**
- Contract Expiry**

Reference: Quote# R3309
 Vendor Contact: Anne@cappsco.com 520.903.0822
 Dept Contact: James.rimmer@pinal.gov Jen.Hansen@pinal.gov Luis.Mundo@pinal.gov

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	1.00	EA	T53L703	Engine Conversion, Compressor	\$215,995.73	\$215,995.73

Total Order: \$215,995.73

Cappsc International Corp.
1775 W. Sahuaro DR
Tucson, AZ 85745
 Phone # P:520-903-0822
 E-mail anne@CAPPSCO.COM

Supplier: 113876
 Object: 533418
 Cost Center: 2402127

Commercial Invoice

Date	Quote #
3/14/2024	R3309



Ship To:
Pinal County Sheriffs Office Aviation unit 5638 E Aviation Ave H21 Coolidge, Az 85128

Bill To:
Pinal County Sheriffs Office Aviation Attn: Luis Mundo P. O. Box 1348 Florence, AZ 85132

Cappsc Ref. #	Cust. P.O. #	Terms	Shipping Tracking #	Ship Date
		Net 30		

Item #	Description/CnD	Cond	ECCN	Serial #	Qty	Price Each	Line Total
01.	T53L703 ENGINE CONVERSION COMPRESSOR SECTION INLCUDES SPARE PARTS: PYLON DAMPERS 204-031-920-3 PANEL ASSY 205-075-205-5 EXCITER HARNESS 1-300-124- EXCITER 1-300-363- IGNITERS 1-300-348- START FUEL NOZZLES 1-300-405 SOLENOID 1-300-191- FLOW DIVIDER 1-180-190- TAXES WILL BE ADDED AT INVOICE.	OH		LE-20035BR X	1	19,1817.40	19,1817.40
					2	1,826.00	3,652.00
					1	6,391.00	6,391.00
					1	3,195.50	3,195.50
					1	5,021.50	5,021.50
					4	776.05	3,104.20
					4	410.85	1,643.40
					1	1,826.00	1,826.00
					1	2,556.40	2,556.40

HARM CODE: 8803300030
 VALUE FOR CUSTOMS
 \$ _____,00

Can be paid by Check, C.Card, or Wire Transfer
 Wire Transfer Details: JP Morgan Chase - St. John, Indiana
 ACCOUNT NAME: CAPPSCO INTERNATIONAL CORP
 Routing # 074000010 Account # 776611920

DCS - Destination Control Statement 758.6
 "These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations."

CERTIFICATE OF CONFORMANCE: We hereby certify that all material used in manufacture of parts covered by this report have been produced in the U.S.A. and conform to the material specifications called for by your purchase order. We further certify that the parts were manufactured in accordance with all applicable drawings or specs. of the manufacturer, current on the date on which the factory new material was manufactured. Test reports indicating conformance with applicable specs. are on file and subject to examination on all factory new material.

Cappsc Warranty:
 ** Rubber Changes or Repairs on ALL PRODUCTS is 6 months or 300 hours, whichever comes first.
 ** Overhaul on ALL PRODUCTS is 1 year or 600 hours, whichever comes first.

Total \$219,207.40

Balance Due \$219,207.40

Competition Impracticable Justification Form

(In accordance with Pinal County Procurement Code PC1 - 349-351)



Requestor and Vendor Information

Requestor Name

JEN HANSEN

Request Date

04/19/2024

Requestor Email

JEN.HANSEN@PINAL.GOV

Requestor Extension OR Phone # *

5144

Department Name

SHERIFF

Requisition #

169921

Suggested Vendor *

113876 – CAPPSCO

Estimated Yearly Amount *

\$600,000.00

Item/Service to be Purchased: *

ENGINE CONVERSION COMPRESSOR SECTION on the HUEY

REQUESTOR: Reason for Requesting Competition Impracticable (Check All Applicable):

- Item or service has been determined as a County-wide standard:
- Must match existing item or service to ensure uniformity where costs to manage variations would be prohibitive:
- Use of “certified” or specifically approved vendors of service equipment is required to maintain warranty of equipment:
- Specifications of a particular item or service is such that there is not a comparable product on the market
- that could provide similar results or quality. Other manufacturers of this type of product or service do not meet our minimum requirements. For example, manufacturer & reason:

Explain: *

Capsco is a local vendor (Tucson) and the only vendor that can convert Dash 113 engines to 703.

- Other (includes course-specific material):

Supporting Documents Attachment (3)

FIN Purchasing Supporting Documents (Document Name - Max. 75 Characters)

[- Dept: SHERIFF - Req Dt - Suggested Venor: 113876 - CAPPSCO - Vendor Name:](#)

[- Dept: SHERIFF - Req Dt - Suggested Venor: 113876 - CAPPSCO - Vendor Name:](#)

[- Dept: SHERIFF - Req Dt - Suggested Venor: 113876 - CAPPSCO - Vendor Name:](#)

Administration Approval Section

Department Director Approval

Dept Director Approval Name

MATTHEWT

Dept Director Response

Approved

Dept Director Approval Date

04/19/2024

Dept Director Approval Comments

APPROVED AS SUBMITTED

Dept Director Denied Comments

Procurement Officer – Review & Recommendation

Procurement Officer Approval Name

MAEGANQ

Procurement Officer Response

Approved

Procurement Officer Approval Date

04/19/2024

Procurement Officer Review

COMPETITION IMPRACTICABLE JUSTIFICATION IS ADEQUATE AND PURCHASE TO BE AUTHORIZED WITHOUT COMPETITIVE BIDDING.

Procurement Officer Approval Comments

THIS CI IS NEEDED TO COVER THE PROCUREMENT OF MANDATORY MAINTENANCE SCHEDULES UNTIL THE AVIATION CONTRACT(S) ARE COMPLETE AND AWARDED.

Procurement Officer Denied Comments

Procurement Manager Approval

Procurement Mgr Approval Name

Procurement Mgr Response

Procurement Mgr Approval Date

Procurement Mgr Approval Comments

Procurement Mgr Denied Comments

Finance Director – Under \$100K

Finance Director Approval Name

Finance Director Response

Finance Director Approval Date

Finance Director Approval Comments

Finance Director Denied Comments

Procurement FINAL

Procurement FINAL Approval Name

Procurement FINAL Approval Date

Contract # – if applicable

Vendor #

Vendor Name

Execution Date

Retention Date

Denied Information Section

Procurement Officer Denied Queue Comments

Mike Goodman
Chairman, Pinal County Board of Supervisors

5/1/2024

Date



AGENDA ITEM
 June 7, 2023
 ADMINISTRATION BUILDING A
 FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 203

Dept. #: TBD

Dept. Name: Sheriff's Office

Director: Mark Lamb

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Award Agreement No. 20-AZDOHS-OPSG-200429-03 under the Operation Stonegarden Reallocation program between the Arizona Department of Homeland Security and Pinal County, through the Pinal County Board of Supervisors, beginning May 1, 2023, ending April 30, 2024, for \$240,095.73. This grant will be used by the Sheriff's Office for aircraft repair and maintenance. The funding will be included in the FY 23/24 adopted budget. There is no impact on the General Fund. (Mark Lamb)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

The funding will be included in the FY 23/24 adopted budget. Therefore, there is no impact on the General Fund.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented.

History

Time

Who

Approval

ATTACHMENTS:

Click to download

[BOS Grant Request AZDOHS - 200429-03](#)

[200429-03 Award Doc Pinal County SO EQ](#)

[200429-03 SRA PCSO EQ](#)

**DEPARTMENT/FUND
APPROPRIATION ADJUSTMENT FORM**

Fiscal Year	Agenda Item needed (yes/no)	Anticipated Meeting Date if applicable	Memo Attached if Board item
23/24	Yes	5/24/2023	<input type="checkbox"/>

Please use one form per agenda item.

<input checked="" type="checkbox"/> Sources (Fund Balance, Revenues, Transfers In, etc...)							
Fund	Input "yes" if change in Fund Balance (2511)	Cost Center	Sub Ledger	Object Code	Current Budget	Adjustment Add/ (Subtract)	New Revised Budget
203		TBD		421000	\$0	\$240,096	\$240,096
							\$0
							\$0
							\$0
							\$0
							\$0
Insert rows above this line and copy New Revised Budget formula down							
Net Source Adjustment						\$240,096	

Uses (Expenditures, Transfers Out, etc....)							
Fund		Cost Center	Sub Ledger	Object Code	Current Budget	Adjustment Add/ (Subtract)	New Revised Budget
203		TBD		533418		\$240,096	\$240,096
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
Insert rows above this line and copy New Revised Budget formula down							\$0
Net Use Adjustment						\$240,096	

Net Change	(\$0)
-------------------	--------------

Prepared by: Jen Hansen Ext. 5144	Date: 5/5/2023
--------------------------------------	----------------

Explanation:	Budget Appropriation for Operation: Stonegarden Reallocation Equipment Award # 20-AZDOHS-OPSG-200429-03 Between Arizona Department of Homeland Security and Pinal County Sheriff's Office, through Pinal County for aircraft repair and maintenance. Award Amount: \$240,095.73 Award Period: May 1, 2023 - April 30, 2024 Federal Funding Reimbursement CFDA #:97.067 The funding will be included in the FY 23/24 adopted budget. Therefore, there is no impact on the General Fund. (Mark Lamb)
--------------	--

TYPE OF REQUEST:

- Transfer within same Cost Center
- Transfer between Cost Centers within same Fund
- Transfer between Funds or Transfer In/Out adjustments
- Transfer from/to of Reserve/Contingency (e.g., new grant, change in special revenue projection, new project.
- Change in Fund Balance Appropriation

For Budget Office Use Only

BUDGET OFFICE APPROVAL
BY: _____
DATE: _____

COUNTY MANAGER APPROVAL
BY: _____
DATE: _____

POSTED
BY: _____
DATE: _____



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Mar 1, 2024



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Apr 16, 2024



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[Search Editor](#)

- Any Words (i)
- All Words (i)
- Exact Phrase (i)

e.g. 123456789, Smith Corp

Entity



Entity Name

▼

Cappsco International Corporation ×

Unique Entity ID: C6SQDFR3SPJ7

Unique Entity ID

▼

e.g. HTYR9YJHK65L

CAGE / NCAGE

▼

Purpose of Registration



Entity Type



Socio-Economic Status



Product or Service Information



Registration with Debt Subject to Offset



Location



Entity Status



- Active Registration
- Inactive Registration
- ID Assigned

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PURCHASE ORDER

Office of Budget & Finance
P.O. Box 1348 Florence, AZ 85132
Phone: (520) 866-6250

PO Number
242752
This number must appear on all documents pertaining to this order

Date: 4/19/2024

Supplier: Andrew's Refrigeration Inc 5617 E Hillery Drive Scottsdale, AZ 85254-2449	Mail Invoice to: Pinal County Housing 970 N 11 Mile Corner Rd Casa Grande, AZ 85194	Ship To: Pinal County Housing 128 E Cedar Avenue Casa Grande, AZ 85122
---	---	--

Buyer: Ann Synodis Phone: (520) 866-6008 Email: ann.synodis@pinal.gov / buyers@pinal.gov	Fax: 520-866-2903	Requested Delivery Date: Payment Terms: Net 30 Shipping Terms: FOB Destination
--	--------------------------	---

Supplier Contact: Mike Gallegos **Contact Phone #:** (602) 460-7222
Department Contact: Bart Ploense **Contact Phone #:** (520) 866-7209
Proposal/Quote: 37790 (4/18/2024)
Contract Entity/Number/Expiration: Maricopa County 220264 - Exp 06/30/2024

PO Emailed to: mikeg@andrewsaz.com | Bart Ploense bart.ploense@pinal.gov | Ceslest Garcia celeste.garcia@pinal.gov

Line	Qty	UOM	Item Number	Description	Unit Cost	Extended Cost
1		LS		Electrical wire, breaker, disconnect, whip, labor		25,511.50
2		LS		Crane		3,750.00
3		LS		Equipment: (6) 2 ton pkg hp, (4) 3 ton pkg hp		40,735.86
4		LS		Labor		42,000.00
5		LS		Materials		14,495.11
6		LS		Miscellaneous - Interior ducting, registers, hardware, labor		131,085.72

Purchase Order Total: \$ 257,578.19

Failure to submit invoice(s) to the above address or the following email address can result in delay of payment. Please direct all payment questions to Celeste Garcia, Pinal County Housing (520) 866-7217.

Invoices for this PO should be emailed to: housinginvoices@pinal.gov

By accepting this Purchase Order the supplier agrees to the terms and conditions contained on the Pinal County Purchasing website: <https://www.pinal.gov/DocumentCenter/View/363/Purchase-Order-Terms-and-Conditions-PDF>

April 19, 2024
Date

Ann Synodis
Buyer:



5617 E. Hillery Dr.
 Scottsdale, AZ 85254-2449
 (602) 992-9560 Fax (602) 992-9570
 ROC 118706, 181877

PROPOSAL

To: 6437 Pinal County Finance Dept PO Box 1348 Florence, AZ 85132	Date 04/18/2024	PO #
	Job Name / Location: Pinal County Housing 128 E Cedar Ave Casa Grande, AZ 85122	
Phone (520)866-6250 Fax () -	Phone (520)866-6250	Fax () -

We are pleased to provide you with the following proposal:

HVAC Housing project

Andrew Refrigeration proposes to install 10 new Goodman pkg rtu hp on 8 properties per customer request and SOW provided by customer. (6) 2 ton pkg hp, GPHM32441, 208/1 (4) 3 ton pkg hp, GPHM33641, 208/1.

1. Remove and haul off evap coolers and any piggyback furnace on roof top.
2. Install new stand, pkg hp rtu, elbow, and jack.
3. Install all new duct work and registers in the home to each room.
4. Install new electrical circuit from breaker panel to AC unit including breakers, conduit, wire, disconnect and whip. Proposal based on 200 amp panel onsite.
5. Install new PVC drains, new thermostat wire and a digital non programmable thermostat.
6. Existing duct work to be abandoned and capped and weather proofed. Roof top water lines to be capped.
7. This proposal does not include permits, inspections, engineering, structural, drywall, patch, paint, or any unforeseen circumstances.
8. Change orders whether additive or deductive to this proposal are to be discussed and agreed upon in writing by and between Andrews Refrigeration and Owner/owners agent prior to commencing said changes.
9. Lead time and price subject to change based on time of acceptance.
10. Proposal based on Maricopa contract 220264.

If you have any questions regarding this proposal please contact Mike Gallegos @ 602-460-7222. Thank you!

Category	Description	Quantity	Price
Andrews Elec	Electrical wire, breaker, disconnect, whip, labor	1.00	25,511.50
Crane	Crane	1.00	3,750.00
• Equipment equipment	(6) 2 ton pkg hp, (4) 3 ton pkg hp	1.00	40,735.86
Labor	Regular	1.00	42,000.00
Material materials	elbows, stands, drains, t stats, caps,	1.00	14,495.11
Miscellaneous	Interior ducting, registers, hardware, labor	1.00	131,085.72

• Parts / Equipments Quoted 257,578.19

Sales Tax: .00

Quote Amount 257,578.19

We propose to hereby furnish material and labor - complete in accordance with the above specifications.

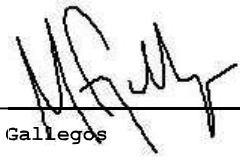
Two Hundred Fifty Seven Thousand Five Hundred Seventy Eight And 19/100

\$257,578.19

Payment to be made as follows:

Due - 30 days from invoice date

Authorized Signature _____



Submitted By: Mike ZZZ - Gallegos

Note: This proposal may be
withdrawn by us if not accepted within 30 days

Acceptance of proposal

Signature _____

Date of Acceptance: _____

Signature _____

Additional Agreement Terms and Conditions

1. Andrews is obligated to perform only those items of project work listed on page 1 of this Agreement and any items described in any written change order hereafter signed by Customer and Andrews, as reasonably necessary to perform the specified work (Work). Customer shall provide Andrews adequate access to all equipment and work areas and shall allow Andrews to start and stop any equipment as needed. Customer shall also provide Andrews personnel with all Material Safety Data Sheets (MSDS) applicable to Andrews Work and as required by OSHA s Hazard Communication Standard Regulations. All Work shall be performed during Andrews normal working hours unless otherwise indicated on page 1.

2. Andrews warrants its Work to be free from defect for a period of thirty (30) days from the date said Work is performed. If Andrews Work proves to be defective within said thirty (30) days, Andrews will repair or replace its Work, at Andrews option, and at no cost to Customer, provided, Customer has given Andrews written notice of said defect within thirty five (35) days of the date the defective Work was originally performed. If any replacement item, materials, or any equipment sold by Andrews to Customer pursuant to page 1 of this Agreement (Equipment) should prove to be defective, Andrews shall assign to Customer the benefits of any manufacturer s warranty to the fullest extent any such warranty may be assigned by Andrews. Removal and replacement of any Equipment covered under a manufacturer s warranty will be at Customer s expense and at Andrews then current rates.

3. Except as set forth in paragraph 2 of this Agreement, Andrews makes NO WARRANTIES, EXPRESS OR IMPLIED, concerning the Work or Equipment being provided by it under this Agreement, and hereby excludes and disclaims all express and implied warranties, including the implied warranties of merchantability and fitness for any particular purpose or use. Customer shall and does accept the Equipment in its AS IS, WHERE IS condition, WITH ALL FAULTS. Customer covenants and warrants that it will not utilize the Equipment except in the manner for which it was designed and intended.

4. Customer agrees to pay all invoices within thirty (30) days of the invoice date. If payment in full is not received by Andrews within thirty (30) days of the invoice date, all unpaid amounts shall accrue interest at the rate of one and one half percent (1.5) per month from the date of the invoice until paid in full. Andrews shall have the right to stop all Work, including any warranty work, if and when any invoice concerning the Work has not been paid in full.

5. It is understood and agreed that Andrews has NO responsibility for performing, completing or paying for any of the following items:

a. Moving, modifying, or altering the building structure in any manner in order to carry out its obligations under this Agreement:

b. Identifying, abating, handling, encapsulating or removing any hazardous substance or material , except any refrigerant specially identified on page 1 for removal by Andrews

c. Indemnifying Customer from any liability or damage related to Andrews Work, except for Work warranted pursuant to Paragraph 2 of these terms above and which is caused by the sole gross negligence or willful misconduct of Andrews or its employees that is not limited or waived under paragraph 8.

d. All taxes or other governmental charges relating to the Work, services, transfer, use, ownership, servicing or possession of any Equipment relating to this Agreement.

6. To the fullest extent permitted by law, Customer shall indemnify, defend and hold harmless Andrews and its agents and employees from and against all claims, damages, losses, and expenses, of every nature, including but not limited to attorney s fees, arising from or in any way related to the Work and Equipment being provided by Andrews under this Agreement, except that Customer shall not have any obligation to indemnify Andrews from such claims, damages, losses, and/or expenses that are attributable to the sole negligence of willful misconduct of Andrews or its employees.

7. In the event of any breach of contract by Andrews or damage or loss attributable to the tortious conduct of Andrews or one or more of its agents or employees, or any damage or loss for which Andrews might be held strictly liable, Andrews liability for such damage or loss shall be limited to a maximum equal to not more than the dollar amount payable or paid to Andrews under this Agreement. Customer further agrees that Andrews does not have any liability to Customer, or Customer s agents, employees, tenants, lessees, or invitees, for any loss of use, loss of profit, delay damages, increased operating or maintenance costs, or any other special, unique or consequential damages resulting from Andrews performance of, or failure to perform, its obligations under this Agreement, all such damages being hereby expressly and fully waived and released by Customer. Customer also agrees that Andrews is not responsible for any loss or compensatory damages of Customer, or increased cost(s) for Andrews to perform this Agreement, where any such loss, damage or increased cost is attributable to Acts of God or other circumstances not reasonably foreseeable by the parties at the time they entered into this Agreement.

8. In the event of legal action or arbitration proceedings to enforce the terms of this Agreement, or any provisions herein, the successful and prevailing party shall be entitled to recover its reasonable attorney s fees and expert witness fees and expenses, in addition to any other relief to which that party may be entitled, at law or in equity. Any legal action or arbitration proceeding concerning any rights and liabilities relating to, or arising from, this Agreement or the work being performed under this Agreement, with the exception of any legal action for collection of amounts due, must be filed within one (1) year of the date of the event giving rise to any such claim under this Agreement.

9. Customer acknowledges that Andrews employees are valuable assets to Andrews and Customer agrees that it will not hire any employee of Andrews for a period of one hundred eighty (180) days after completion of the Work. In the event of a breach of this provision by Customer, Customer shall pay to Andrews the salary Andrews paid to that employee during the twelve (12) months preceding Customer s breach of this provision, plus all expenses paid by Andrews to train that employee during the preceding two (2) year period.

10. Any notice that is required to be given under this Agreement must be in writing and sent via certified or registered mail to the address set forth on the first page of this Agreement for the party intended to receive such notice. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

11. This document represents the entire agreement between Andrews and Customer and supersedes any prior or contemporaneous oral and written communications or agreements, and there are no agreements, understandings, warranties, representations among the parties except as otherwise expressly indicated herein. This Agreement can only be modified in a writing that is signed by both parties. Any purchase order or other document hereafter issued by Customer shall only be for purposes of identification and/or billing and shall not serve to modify this Agreement in any respect.

12. In consideration of the sale, as a part of the terms of sale and for other good and valuable consideration, receipt of which is acknowledged by the parties, Customer acknowledges, covenants and agrees that: (a) Customer will merely have a license to use and maintain the Equipment and title to the Equipment shall not pass to Customer and the Equipment shall not belong to Customer, but shall belong solely to Andrews unless and until such time as Customer pays Andrews in full for all the Equipment and all the Equipment installation and set-up costs and expenses (collectively the Equipment and Installation Costs) (b) in the event the Customer fails for any reason to timely make, in full, any one or more payments, among Andrews other rights and remedies, Customer irrevocably grants to Andrews and agrees with Andrews that Andrews has and shall have the right and option to be exercised in the sole and unfettered right and option of Andrews, and Customer grants to Andrews, an irrevocable license and right of entry into and upon Customer s property or premises, including on, about, into, around and inside any buildings or structures thereon, for the purposes of disconnecting, retaking possession of and removing all of, among other things, any of the Equipment that is the subject of this Agreement from Customer s property or premises and (c) in the event of any such removal of the Equipment, Customer shall and does hereby fully and completely waive, release and indemnify Andrews for, from and against, any and all losses, costs, damages, damage to any of Customer s real or personal property, as well as for any damages, claims, losses, causes of action, consequential and special losses and damages, all business losses and damages, any interference with Customer s business and business operations, business losses or damages, and any other damages of any kind or nature, including, without limitation any negligence, misconduct, willful misconduct, special and punitive damages, whether known or unknown, immediate or future damages and otherwise.

13. This Agreement shall be interpreted in accordance with the internal laws of the State of Arizona, both substantive and remedial, regardless of the domicile of any party, and will be deemed for such purposes to have been made, executed and performed in the State of Arizona. In the event of any dispute between the parties, the forum for filing, hearings, litigation and resolution of such dispute shall be in Maricopa County, Arizona.

14. Should any clause or provision of this Agreement be determined to be illegal, invalid, or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby and shall be and continue to be enforceable. It is the intention of the parties that if any such provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a legal, valid, and enforceable provision that is as similar as possible in terms to the illegal, invalid, or unenforceable provision which provision(s) shall be reasonably acceptable to Andrews.

SERIAL 220264-S REFRIGERATION EQUIPMENT REPAIR AND PROJECT WORK

DATE OF LAST REVISION: May 18, 2023

CONTRACT END DATE: June 30, 2024

CONTRACT PERIOD THROUGH JUNE 30, ~~2023~~ 2024

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **REFRIGERATION EQUIPMENT REPAIR AND PROJECT WORK**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 07, 2022**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

MG/ap
Attach

Copy to: Office of Procurement Services
 Chuck Mayper, Maricopa County Sheriff's Office
 Crystal Wester, Office of the Medical Examiner
 Amie Bristol, MCSO

(Please remove Serial 171203-S from your contract notebooks)

ANDREWS REFRIGERATION INC., 5617 E HILLERY DR SCOTTSDALE, AZ 85254

COMPANY NAME:	Andrews Refrigeration Inc.
DOING BUSINESS AS (dba):	Same
MAILING ADDRESS:	5617 E Hillery Dr Scottsdale, AZ 85254
REMIT TO ADDRESS:	5617 E Hillery Dr Scottsdale, Az 85254
TELEPHONE NUMBER:	602-992-9560
FAX NUMBER:	602-992-9570
WWW ADDRESS:	www.andrewsaz.com
REPRESENTATIVE NAME:	Jayson Wagner
REPRESENTATIVE TELEPHONE NUMBER:	602-992-9560
REPRESENTATIVE EMAIL ADDRESS	jayson@andrewsaz.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

NET 30 DAYS

1.0 PRICING:					
REGULAR HOUR EMERGENCY RESPONSE					
Title	Unit Price	Qty	UofM	Expend.	Bidder Notes
Cost per Hour	\$105.00	1	hour	\$0.00	
Trip Charge	\$105.00	1	per visit	\$0.00	Define Trip Charge: Per Contact
AFTER HOURS, WEEKEND & HOLIDAY REGULAR SERVICE RESPONSE:					
Title	Unit Price	Qty	UofM	Expend.	Bidder Notes
Cost per Hour	\$157.50	1	hour	\$0.00	
Trip Charge	\$157.50	1	per visit	\$0.00	Define Trip Charge: Per Contract
AFTER HOURS, WEEKEND & HOLIDAY EMERGENCY SERVICE RESPONSE:					
Title	Unit Price	Qty	UofM	Expend.	Bidder Notes
Cost per Hour	\$157.50	1	per visit	\$0.00	
Trip Charge	\$157.50	1	per visit	\$0.00	Define Trip Charge: Per Contract
Parts and Products					
Title	Cost Plus %	Qty	UofM	Expend.	Bidder Notes
Parts and Products	40%	1	each	\$0.00	

ANDREWS REFRIGERATION INC

PRICING SHEET: NIGP CODE 93107

Terms:	NET 30 DAYS
Vendor Number:	VC0000008222
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2023 2024.