



PINAL COUNTY
WIDE OPEN OPPORTUNITY

PURCHASING DIVISION REPORT

June 5, 2024

CONTRACT AWARD RECOMMENDATIONS:

The Board is requested to approve the following contract awards:

1. RFP 245029 – Paralegal Services - Recommend contracts be awarded to the following suppliers:

Lisa A. Rangel of Rangel Paralegal Services, LLC
Stephanie Contos

The initial one year term of the contract begins July 1, 2024 with four (4) optional one-year extensions. This contract will be used by the Public Defense Services Department.

2. RFP 245129 – Social Worker Services - Recommend contracts be awarded to the following suppliers:

Lee A. Eastman
Madison Bell

The Center for Excelling Families

The initial one year term of the contract begins July 15, 2024 with four (4) optional one-year extensions. This contract will be used by the Public Defense Services Department.

CONTRACT AMENDMENTS:

The Board is requested to approve the following contract amendments:

1. RFP 192425 - Printing and Mailing of Valuation Notices - Recommended approval of Amendment No. 5 to exercise the optional extension period from May 6, 2024 through May 5, 2025 with The Master's Touch LLC. There are no further extensions remaining. This contract is used by the Assessor's Office.
2. RFP 220226 – Specialty Legal Services - Recommended approval of Amendment No. 2 to exercise the optional extension period from July 1, 2024 through June 30, 2025 with the following suppliers:

Ballard Spahr LLP
Coppersmith Brockelman PLC
Dickinson Wright PLLC
Greenberg Traurig LLP
Gust Rosenfeld PLC
Helm, Livesay & Worthington Ltd

Jorden Law Firm, P.C.
Kaplan Kirsch & Rockwell LLP
Kutak Rock LLP
Leonard & Felker, P.L.C.
Moyes Sellers & Hendricks Ltd.
Pierce Coleman PLLC



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Hinshaw & Culbertson LLP
Jackson Lewis PC
Jennings, Strouss & Salmon, P.L.C.
Jones, Skelton & Hochuli

Sims Mackin Ltd.
Snell & Wilmer LLP
Squire Patton Boggs LLP
Struck Love Bojanowski & Acedo, PLC

There is one (1) optional extension remaining. This contract is used by the County Attorney's Office.

3. ROQ 225027 – Housing Rehabilitation and Demolition Prequalified - Recommended approval of Amendment No. 2 to exercise the optional extension period from June 8, 2024 through June 7, 2025 with Neoteric Builders, LLC. There are two (2) optional extensions remaining. This contract is used by the Housing Department.
4. RFP 241029 – Printing, Mailing, and Email Notification of Property Tax Documents - Recommended approval of Amendment No. 1 to exercise the optional extension period from July 5, 2024 through July 4, 2024 with The Master's Touch LLC. There are three (3) optional extensions remaining. This contract is used by the Treasurer's Office.
5. ROQ 233828 – JOC Civil Construction Services - Recommended approval of Amendment No. 1 to exercise the optional extension period from June 28, 2024 through June 27, 2025 with the following suppliers:

DBA Construction, Inc.
Ellison – Mills Contracting CO., LLC
Sunland Asphalt

DCS Contracting, Inc.
Nesbitt Contracting Co., LLC
ViaSun Corporation

There are three (3) optional extensions remaining. This contract is used by the Development Services –Public Works Division.

6. ROQ 234128 – JOC Asphalt Maintenance & Repair Services - Recommended approval of Amendment No. 1 to exercise the optional extension period from June 28, 2024 through June 27, 2025 with the following suppliers:

Cactus Asphalt
Sunland Asphalt & Construction, LLC
Weems Asphalt, LLC

M.R. Tanner Construction
ViaSun Corporation

There are three (3) optional extensions remaining. This contract is used by the Development Services – Public Works Division.



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PURCHASE ORDER CHANGES REQUIRING APPROVAL:

The Board is requested to approve the following change orders per Pinal County Procurement Code section PC1-502 governing change orders that exceed minimum thresholds.

PO NO.: 251142
SUPPLIER: Low Mountain Construction
AMOUNT: Change amount of \$540,352.98 for a new total of \$7,709,820.24
ITEM: Repainting Interior of Pods B & C
DEPARTMENT: Facilities

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: \$500,000.00
SUPPLIER: Massive Blue Inc.
DESCRIPTION: Software for Anti-Human Trafficking
DEPARTMENT: Sheriff's Office

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

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

PO NO.: 251708
SUPPLIER: Merck Sharp & Dohme Corp
AMOUNT: \$138,794.04
ITEM: Vaccines
DEPARTMENT: Public Health

PO NO.: 251665
SUPPLIER: Midway Chevrolet
AMOUNT: \$188,129.38
ITEM: 2 – 2028 Chevy Silverado
DEPARTMENT: Fleet Services

PO NO.: 251702
SUPPLIER: CDW Government
AMOUNT: \$171,164.92
ITEM: Microsoft Server Renewal
DEPARTMENT: Information Technology

Leo Lew
County Manager



Angeline Woods
Office of Budget & Finance Director

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PO NO.: 251746
SUPPLIER: CDW Government
AMOUNT: \$237,332.90
ITEM: Microsoft Desktop Renewal
DEPARTMENT: Information Technology

Office of Budget and Finance – Purchasing Division



To: Pinal County Board of Supervisors
From: Kristen Grieco, Procurement Officer
Date: June 5, 2024
Re: Contract Award of RFP #245029 Paralegal Services

Background

Request for Proposal 245029 was published to solicit proposals from qualified suppliers to provide Paralegal Services for Public Defense Services Department.

Selection Process

Two (2) proposals were received and opened on May 10, 2024, at 2:05 p.m., and both proposals were deemed responsive and responsible and were evaluated by a three-person committee. Proposals were scored on Capacity of the Responder, Method of Approach, Conformance to Terms and Conditions, and Cost. A summary of the evaluation scores for each Responder is included in the attached Evaluation and Award Determination.

Responders:

Lisa A. Rangel of Rangel Paralegal Services, LLC
Stephanie Contos

Recommendation

After review and scoring of the proposals by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 245029RFP Paralegal Services to Lori A. Rangel of Rangel Paralegal Services, LLC and Stephanie Contos. The term of the proposed contract is an initial one (1) year term beginning July 1, 2024 through June 30, 2025 with four (4) one-year optional extensions. The estimated cost to the County for the initial contract term is \$250,000.

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

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

Respectfully submitted,

Kristen Grieco

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

Attachment: Evaluation and Award Determination



June 5, 2024

RFP 245029 Paralegal Services
Evaluation and Award Determination

In accordance with the Pinal County Procurement Code, Lori A. Rangel of Rangel Paralegal Services, LLC and Stephanie Contos have been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

	Total	Capacity of the Responder	Method of Approach	Conformance	Cost
Supplier	/ 1,000 pts	/ 525 pts	/ 275 pts	/ 100 pts	/ 100 pts
Rangel Paralegal Services, LLC	845	440	205	100	100
Stephanie Contos	810	390	220	100	100

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

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

Contract 245029RFP Paralegal Services

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Lori A. Rangel of Rangel Paralegal Services, LLC, (Contractor), whose primary address is 40719 West Walker Way, Maricopa, AZ 85138.

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

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

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

4. PRICING

4.1 Most Favored Customer Pricing.

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

4.2 All-Inclusive Pricing.

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



profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

4.3 Price Reductions and Sales Promotions.

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

4.4 Price Increase.

The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered. There is no guarantee the County will accept the price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Contract.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted sixty (60) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. Requests for price increases must be supported by appropriate documentation. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.

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

4.6 Change Orders.

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

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

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



4.7 Travel.

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

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

5. INVOICING AND PAYMENTS.

5.1 Invoices.

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

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

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

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

financeinvoices@pinal.gov

Pinal County Office of Budget & Finance

Attn: Accounts Payable

31 N. Pinal Street

PO Box 1348

Florence, AZ 85132

5.2 Milestones and Retainage. N/A

5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:

- a. Charges or fees not delineated in the contract.
- b. Materials or services that have not been authorized on a purchase order.
- c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
- d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

- 5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.
- 5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.
- 5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.
- 5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
6. **ARIZONA LAW.** This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
7. **IMPLIED LAW.** Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.
8. **PUBLIC RECORD.** This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County
9. **CONTRACT ORDER OF PRECEDENCE.** All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

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

10. **RELATIONSHIP OF THE PARTIES.** The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

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

12. **NO PAROLE EVIDENCE.** The contract, including any documents incorporated into the contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.

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

14. **CONTRACT ADMINISTRATION AND OPERATION.**

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

County	Contractor
Name: Pinal County Purchasing Division Attn: Kristen Grieco	Name: Lori A. Rangel Rangel Paralegal Services, LLC
Address: 31 N. Pinal Street PO Box 1348 Florence, AZ 85132	Address: 40719 West Walker Way Maricopa, AZ 85138
Title: Procurement Officer	Title: Paralegal
Email: Purchasing@Pinal.gov	Email: lori.rangel01@gmail.com

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



- 14.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an “Electronic Ordering System”), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.
- 14.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County’s demand, the choice of which being at the County’s discretion. For the purpose of this paragraph, “reasonable times” are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
- 14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.
- 14.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor’s or Subcontractors’ plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.
- 14.6 Acceptance of Work.
- a. **Materials.** The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor’s responsibility. The County may apply as

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

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

14.7 Ownership of Intellectual Property.

- a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.
 - (1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.
 - (2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

- b. **Joint Developments.** The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- c. **Pre-Existing Material.** All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:
 - (1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;
 - (2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and
 - (3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.
- d. **Developments Outside of Contract.** Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

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

14.9 **Non-Discrimination.** Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.

14.10 **E-Verify Requirements.** As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.



- 14.11 Offshore Performance of Certain Work Prohibited. Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.
- 14.12 Estimated Quantities. Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.
- 14.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.
- 14.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.
- 14.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the

same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).

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

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

- 14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.
- 14.21 Israel Boycott Prohibited. Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 14.22 Use of Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People's Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the contract will terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the contract terminates on the contract termination date.

15. CONTRACT CHANGES.

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

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

- 15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the

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

16. RISKS AND LIABILITIES

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

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

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

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

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

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

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

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

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

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

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

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-902 (E.), and when such Contractor executes the appropriate waiver form.

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

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

- (1) The Contractor's General and Auto Liability policies shall stipulate that the Contractor's insurance shall be primary and non-contributory as regards any self insurance or insurance carried by the County, its agents, officials, or employees..
- (2) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this contract.



(3) In the event any insurance policy(ies) required by this contract are written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Contractor’s work or services and as evidenced by annual certificates of insurance.

- c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor’s insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.
- d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- e. Verification of Coverage. Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County’s right to insist on strict fulfillment of Contractor’s obligations under this Contract.
- f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.
- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

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

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers’ compensation laws; and/or
- c. Arise out of a Contractor indemnitor’s failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor

indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.

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

16.4 Public Health Information Indemnification. N/A

16.5 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

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

16.6 Force Majeure.

- a. **Relief From Performance.** The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and



notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

- b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.

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

17. WARRANTIES

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

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

- 17.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.
- 17.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and

in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.

17.5 Data Protection and Confidentiality of Records.

- a. **Proprietary and Sensitive Data.** Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:
 - (1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
 - (2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.
- b. **Personally Identifiable Information.** Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.)
NOTE: For convenience of reference only, the OMB memorandum is available at:
<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.
NOTE: For convenience of reference only, the GSA directive is available at:
<http://www.gsa.gov/portal/directive/d0/content/658222>
- c. **Protected Health Information.** Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:



- (1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;
- (2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at:
<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

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

18. COUNTY'S CONTRACTUAL REMEDIES

- 18.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County's option,



be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.

- 18.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.
- 18.3 Non-exclusive Remedies. The County's rights and remedies under the contract are not exclusive.
- 18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.
- 18.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

- 19.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 19.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.
- 19.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as

Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.

- 19.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.
- 19.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:
- a. Comply with any requirement, term, or condition of the contract;
 - b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;
 - c. Make satisfactory progress in carrying out the work; or
 - d. Failure to conduct business in an ethical or legal manner.

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

20. CONTRACT CLAIMS

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



PINAL COUNTY

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

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

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

LORI A. RANGEL
40719 W. Walker Way
Maricopa, AZ 85138

BY: Mike Goodman
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

(Signature)

DATE: June 5, 2024

BY: Lori A. Rangel
(Name)

Owner, Rangel Paralegal Services
(Title)

Lori A. Rangel
(Signature)

DATE: 5/19/24

Approved as to Legal Content:

5/22/24
Pinal County Attorney's Office (Date)

Exhibit A
Scope of Work

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

Exhibit B
Contract Pricing

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

Exhibit C
Responder's Proposal

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

Contract 245029RFP Paralegal Services

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Stephanie Contos, (Contractor), whose primary address is 2291 E. Nunneley Court, Gilbert, AZ 85296.

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

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

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

4. PRICING

4.1 Most Favored Customer Pricing.

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

4.2 All-Inclusive Pricing.

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



profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

4.3 Price Reductions and Sales Promotions.

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

4.4 Price Increase.

The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered. There is no guarantee the County will accept the price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Contract.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted sixty (60) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. Requests for price increases must be supported by appropriate documentation. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.

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

4.6 Change Orders.

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

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

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



4.7 Travel.

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

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

5. INVOICING AND PAYMENTS.

5.1 Invoices.

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

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

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

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

financeinvoices@pinal.gov

Pinal County Office of Budget & Finance

Attn: Accounts Payable

31 N. Pinal Street

PO Box 1348

Florence, AZ 85132

5.2 Milestones and Retainage. N/A

5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:

- a. Charges or fees not delineated in the contract.
- b. Materials or services that have not been authorized on a purchase order.
- c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
- d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.



- 5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.
- 5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.
- 5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.
- 5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
6. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
7. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.
8. PUBLIC RECORD. This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County
9. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

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

10. **RELATIONSHIP OF THE PARTIES.** The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

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

12. **NO PAROLE EVIDENCE.** The contract, including any documents incorporated into the contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.

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

14. **CONTRACT ADMINISTRATION AND OPERATION.**

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

County	Contractor
Name: Pinal County Purchasing Division Attn: Kristen Grieco	Name: Stephanie Contos
Address: 31 N. Pinal Street PO Box 1348 Florence, AZ 85132	Address: 2291 E. Nunneley Court Gilbert, AZ 85296
Title: Procurement Officer	Title: Paralegal
Email: Purchasing@Pinal.gov	Email: contosstephanie@gmail.com

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



- 14.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an “Electronic Ordering System”), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.
- 14.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County’s demand, the choice of which being at the County’s discretion. For the purpose of this paragraph, “reasonable times” are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
- 14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.
- 14.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor’s or Subcontractors’ plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.
- 14.6 Acceptance of Work.
- a. **Materials.** The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor’s responsibility. The County may apply as

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

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

14.7 Ownership of Intellectual Property.

- a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.
 - (1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.
 - (2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

- b. **Joint Developments.** The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- c. **Pre-Existing Material.** All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:
 - (1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;
 - (2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and
 - (3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.
- d. **Developments Outside of Contract.** Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

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

14.9 **Non-Discrimination.** Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.

14.10 **E-Verify Requirements.** As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.



- 14.11 Offshore Performance of Certain Work Prohibited. Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.
- 14.12 Estimated Quantities. Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.
- 14.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.
- 14.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.
- 14.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the

same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).

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



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

- 14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.
- 14.21 Israel Boycott Prohibited. Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 14.22 Use of Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People's Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the contract will terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the contract terminates on the contract termination date.

15. CONTRACT CHANGES.

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

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

- 15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the

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

16. RISKS AND LIABILITIES

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

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

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

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

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

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

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

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

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

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

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

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-902 (E.), and when such Contractor executes the appropriate waiver form.

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

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

- (1) The Contractor's General and Auto Liability policies shall stipulate that the Contractor's insurance shall be primary and non-contributory as regards any self insurance or insurance carried by the County, its agents, officials, or employees..
- (2) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this contract.



(3) In the event any insurance policy(ies) required by this contract are written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Contractor’s work or services and as evidenced by annual certificates of insurance.

- c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor’s insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.
- d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- e. Verification of Coverage. Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County’s right to insist on strict fulfillment of Contractor’s obligations under this Contract.
- f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.
- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

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

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers’ compensation laws; and/or
- c. Arise out of a Contractor indemnitor’s failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor



indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.

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

16.4 Public Health Information Indemnification. N/A

16.5 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

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

16.6 Force Majeure.

- a. **Relief From Performance.** The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and



notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

- b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.

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

17. WARRANTIES

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

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

- 17.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.
- 17.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and

in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.

17.5 Data Protection and Confidentiality of Records.

- a. **Proprietary and Sensitive Data.** Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:
 - (1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
 - (2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.
- b. **Personally Identifiable Information.** Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.)
NOTE: For convenience of reference only, the OMB memorandum is available at:
<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.
NOTE: For convenience of reference only, the GSA directive is available at:
<http://www.gsa.gov/portal/directive/d0/content/658222>
- c. **Protected Health Information.** Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:



- (1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;
- (2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at:
<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

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

18. COUNTY'S CONTRACTUAL REMEDIES

- 18.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County's option,



be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.

- 18.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.
- 18.3 Non-exclusive Remedies. The County's rights and remedies under the contract are not exclusive.
- 18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.
- 18.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

- 19.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 19.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.
- 19.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as

Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.

- 19.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.
- 19.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:
- a. Comply with any requirement, term, or condition of the contract;
 - b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;
 - c. Make satisfactory progress in carrying out the work; or
 - d. Failure to conduct business in an ethical or legal manner.

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

20. CONTRACT CLAIMS

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



PINAL COUNTY

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

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

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

STEPHANIE CONTOS
2291 E. Nunneley Court
Gilbert, AZ 85296

BY: Mike Goodman
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

(Signature)

DATE: June 5, 2024

BY: Stephanie Contos
(Name)

Paralegal
(Title)

Stephanie Contos
(Signature)

DATE: 5/21/2024

Approved as to Legal Content:

[Signature] 5/22/24
Pinal County Attorney's Office (Date)

Exhibit A
Scope of Work

To be included as a separate exhibit to the contract.

The final Scope of Work (SOW) exhibit is the solicitation SOW including addenda and negotiated changes.

Exhibit B
Contract Pricing

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

Exhibit C
Responder's Proposal

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



To: Pinal County Board of Supervisors
From: Kristen Grieco, Procurement Officer
Date: June 5, 2024
Re: Contract Award of RFP #245129 Social Worker Services

Background

Request for Proposal 245129 was published to solicit proposals from qualified suppliers to provide Social Worker Services for the Public Defense Services Department.

Selection Process

Five (5) proposals were received and opened on April 25, 2024, at 2:05 p.m. All five of the proposals were deemed responsive and responsible and were evaluated by a four-person committee. Proposals were scored on Capacity of the Responder, Method of Approach, Conformance to Terms and Conditions, and Cost. A summary of the evaluation scores for each Responder is included in the attached Evaluation and Award Determination.

Responders:

Journey Victory
Madison Bell
Medical Edge Recruitment
Lee A. Eastman
The Center for Excelling Families

Recommendation

After review and scoring of the proposals by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 245129RFP Social Worker Services to the following suppliers:

Lee A. Eastman
The Center for Excelling Families
Madison Bell

The term of the proposed contract is an initial one (1) year term beginning July 15, 2024 through July 14, 2025 with four (4) one-year optional extensions. The estimated cost to the County for the initial contract term is \$160,000.

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



PINAL COUNTY
WIDE OPEN OPPORTUNITY

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

Respectfully submitted,

Kristen Grieco

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

Attachment: Evaluation and Award Determination



June 5, 2024

RFP 245129 Social Worker Services
Evaluation and Award Determination

In accordance with the Pinal County Procurement Code, Lee A. Eastman, The Center for Excelling Families and Madison Bell have been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

	Total	Capacity of the Responder	Method of Approach	Conformance	Cost
Supplier	/ 1,000 pts	/ 450 pts	/ 350 pts	/ 100 pts	/ 100 pts
Lee A. Eastman	945	450	300	100	95
The Center for Excelling Families	875	360	320	100	95
Madison Bell	855	345	315	100	95
Journey Victory	610	235	250	100	25
Medical Edge Recruitment	565	260	105	100	100

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

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

Contract 245129RFP Social Worker Services

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Lee A. Eastman, (Contractor), whose primary address is 3861 South Vineyard Avenue, Gilbert, AZ 85297.

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

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

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

4. PRICING

4.1 Most Favored Customer Pricing.

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

4.2 All-Inclusive Pricing.

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



profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

4.3 Price Reductions and Sales Promotions.

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

4.4 Price Increase.

The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered. There is no guarantee the County will accept the price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Contract.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted sixty (60) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. Requests for price increases must be supported by appropriate documentation. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.

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

4.6 Change Orders.

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

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

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



4.7 Travel.

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

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

5. INVOICING AND PAYMENTS.

5.1 Invoices.

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

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

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

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

financeinvoices@pinal.gov

Pinal County Office of Budget & Finance

Attn: Accounts Payable

31 N. Pinal Street

PO Box 1348

Florence, AZ 85132

5.2 Milestones and Retainage. N/A

5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:

- a. Charges or fees not delineated in the contract.
- b. Materials or services that have not been authorized on a purchase order.
- c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
- d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

- 5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.
- 5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.
- 5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.
- 5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
6. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
7. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.
8. PUBLIC RECORD. This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County
9. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.
- a. Written Contract Amendments
 - b. Contract
 - c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)

- d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
- e. Contract Exhibit(s) C (i.e. Responder's Proposal Documents)
- f. Other Contract Exhibits
- g. Orders, in reverse chronological order

10. **RELATIONSHIP OF THE PARTIES.** The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

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

12. **NO PAROLE EVIDENCE.** The contract, including any documents incorporated into the contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.

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

14. **CONTRACT ADMINISTRATION AND OPERATION.**

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

County	Contractor
Name: Pinal County Purchasing Division Attn: Kristen Grieco	Name: Lee A. Eastman
Address: 31 N. Pinal Street PO Box 1348 Florence, AZ 85132	Address: 3861 S. Vineyard Avenue Gilbert, AZ 85297
Title: Procurement Officer	Title: Social Worker
Email: Purchasing@Pinal.gov	Email: laeastman1124@gmail.com

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

14.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the



County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.

- 14.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County’s demand, the choice of which being at the County’s discretion. For the purpose of this paragraph, “reasonable times” are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
- 14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.
- 14.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor’s or Subcontractors’ plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.
- 14.6 Acceptance of Work.
- a. **Materials.** The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor’s responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry

it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.

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

14.7 Ownership of Intellectual Property.

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

- c. **Pre-Existing Material.** All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:
 - (1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;
 - (2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and
 - (3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.
- d. **Developments Outside of Contract.** Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

- 14.8 **Subcontracts.** The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.
- 14.9 **Non-Discrimination.** Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.
- 14.10 **E-Verify Requirements.** As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 14.11 **Offshore Performance of Certain Work Prohibited.** Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services



that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

- 14.12 Estimated Quantities. Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.
- 14.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.
- 14.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.
- 14.16 Eligible Agencies. This contract shall be for the exclusive use of Pinal County.
- 14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the

incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

- 14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 14.19 Work on County Premises.
- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
 - b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."
- 14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.
- 14.21 Israel Boycott Prohibited. **Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law,** if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.



- 14.22 Use of Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People's Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the contract will terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the contract terminates on the contract termination date.

15. CONTRACT CHANGES.

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

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

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

16. RISKS AND LIABILITIES

- 16.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location

designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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

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

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

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

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

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

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds

with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

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

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

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

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-902, and when such Contractor executes the appropriate waiver form.

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

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

(1) The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the County, its agents, officials, or employees shall be excess and not contributory insurance as provided by A.R.S. § 41-621 E.

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

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

d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no

way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

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



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

16.4 Public Health Information Indemnification. N/A

16.5 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

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

16.6 Force Majeure.

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

- c. **Default Diminishes Relief.** Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.

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

17. WARRANTIES

17.1 **Liens.** Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.

17.2 **Conformity to Requirements.** Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:

- a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;
- b. Be free from defects of material and workmanship;
- c. Conform to or perform in a manner consistent with current industry standards; and
- d. Be fit for the intended purpose or use described in the contract.

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

17.3 **Product Safety.** Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

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

17.5 **Data Protection and Confidentiality of Records.**

- a. **Proprietary and Sensitive Data.** Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:
- (1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
 - (2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.
- b. **Personally Identifiable Information.** Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.)
NOTE: For convenience of reference only, the OMB memorandum is available at:
<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.
NOTE: For convenience of reference only, the GSA directive is available at:
<http://www.gsa.gov/portal/directive/d0/content/658222>
- c. **Protected Health Information.** Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:
- (1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;



- (2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at: <http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

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

18. COUNTY'S CONTRACTUAL REMEDIES

- 18.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 18.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.



- 18.3 Non-exclusive Remedies. The County's rights and remedies under the contract are not exclusive.
- 18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.
- 18.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

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

the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.

19.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:

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

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

20. CONTRACT CLAIMS

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

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



PINAL COUNTY

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

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

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

LEE A. EASTMAN
3861 S. Vineyard Avenue
Gilbert, AZ 85297

BY: Mike Goodman
(Name)

Chairman - Pinal County Board of Supervisors
(Title)

(Signature)

DATE: June 19, 2024

BY: Lee A. Eastman
(Name)

Licensed Master Social Worker
(Title)

(Signature)

DATE: 5/9/2024

Approved as to Legal Content:

[Signature] 5/17/24
Pinal County Attorney's Office (Date)

Exhibit A
Scope of Work

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

Exhibit B
Contract Pricing

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

Exhibit C
Responder's Proposal

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

Contract 245129RFP Social Worker Services

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Madison Bell, (Contractor), whose primary address is 4280 East Pony Lane, Gilbert, AZ 85295.

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

3. **CONTRACT TYPE.**

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

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

4. **PRICING**

4.1 **Most Favored Customer Pricing.**

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

4.2 **All-Inclusive Pricing.**

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



4.3 Price Reductions and Sales Promotions.

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

4.4 Price Increase.

The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered. There is no guarantee the County will accept the price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Contract.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted sixty (60) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. Requests for price increases must be supported by appropriate documentation. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.

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

4.6 Change Orders.

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

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

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

4.7 Travel.

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

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

5. INVOICING AND PAYMENTS.

5.1 Invoices.

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

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

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

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

financeinvoices@pinal.gov

Pinal County Office of Budget & Finance

Attn: Accounts Payable

31 N. Pinal Street

PO Box 1348

Florence, AZ 85132

5.2 Milestones and Retainage. N/A

5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:

- a. Charges or fees not delineated in the contract.
- b. Materials or services that have not been authorized on a purchase order.
- c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
- d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

- 5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.
- 5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.
- 5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.
- 5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
6. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
7. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.
8. PUBLIC RECORD. This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County
9. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

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

10. **RELATIONSHIP OF THE PARTIES.** The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

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

12. **NO PAROLE EVIDENCE.** The contract, including any documents incorporated into the contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.

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

14. **CONTRACT ADMINISTRATION AND OPERATION.**

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

County	Contractor
Name: Pinal County Purchasing Division Attn: Kristen Grieco	Name: Madison Bell
Address: 31 N. Pinal Street PO Box 1348 Florence, AZ 85132	Address: 4280 East Pony Lane Gilbert, AZ 85295
Title: Procurement Officer	Title: Social Worker
Email: Purchasing@Pinal.gov	Email: SWMaddieB@gmail.com

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

14.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any



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

- 14.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County’s demand, the choice of which being at the County’s discretion. For the purpose of this paragraph, “reasonable times” are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
- 14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.
- 14.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor’s or Subcontractors’ plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.
- 14.6 Acceptance of Work.
- a. **Materials.** The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor’s responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a

requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.

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

14.7 Ownership of Intellectual Property.

- a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.
 - (1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.
 - (2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

- b. **Joint Developments.** The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- c. **Pre-Existing Material.** All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:
 - (1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;
 - (2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and
 - (3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.
- d. **Developments Outside of Contract.** Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

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

14.9 **Non-Discrimination.** Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.

14.10 **E-Verify Requirements.** As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.



- 14.11 Offshore Performance of Certain Work Prohibited. Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.
- 14.12 Estimated Quantities. Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.
- 14.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.
- 14.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.
- 14.16 Eligible Agencies. This contract shall be for the exclusive use of Pinal County.
- 14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if

that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

14.19 Work on County Premises.

- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
- b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."

14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.



- 14.21 Israel Boycott Prohibited. Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 14.22 Use of Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People's Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the contract will terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the contract terminates on the contract termination date.

15. CONTRACT CHANGES.

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

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

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

16. RISKS AND LIABILITIES

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

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

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

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

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

- (2) Automobile Liability. Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than \$1,000,000 each occurrence with

respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this contract.

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

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

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

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

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-902, and when such Contractor executes the appropriate waiver form.

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

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

(1) The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the County, its agents, officials, or employees shall be excess and not contributory insurance as provided by A.R.S. § 41-621 E.

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

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



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

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

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

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

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

16.4 Public Health Information Indemnification. N/A

16.5 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

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

16.6 Force Majeure.

- a. **Relief From Performance.** The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.



- b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.

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

17. WARRANTIES

17.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.

17.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:

- a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;
- b. Be free from defects of material and workmanship;
- c. Conform to or perform in a manner consistent with current industry standards; and
- d. Be fit for the intended purpose or use described in the contract.

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

17.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

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

17.5 Data Protection and Confidentiality of Records.

- a. **Proprietary and Sensitive Data.** Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:
 - (1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
 - (2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.
- b. **Personally Identifiable Information.** Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.)
NOTE: For convenience of reference only, the OMB memorandum is available at:
<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.
NOTE: For convenience of reference only, the GSA directive is available at:
<http://www.gsa.gov/portal/directive/d0/content/658222>
- c. **Protected Health Information.** Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:
 - (1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR

45-160(B) or the Employee Retirement Income Security Act of 1974 (“ERISA”) as amended; and (iii) the County’s current and published PHI/ePHI privacy and security policies and procedures;

- (2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular “Business Associate Agreements” in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at:
<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

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

18. COUNTY’S CONTRACTUAL REMEDIES

- 18.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County’s option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 18.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take



all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.

- 18.3 Non-exclusive Remedies. The County's rights and remedies under the contract are not exclusive.
- 18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.
- 18.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

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

stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.

19.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:

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

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

20. CONTRACT CLAIMS

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

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



PINAL COUNTY

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

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

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

MADISON BELL
4280 East Pony Lane
Gilbert, AZ 85295

BY: Mike Goodman
(Name)

Chairman - Pinal County Board of Supervisors
(Title)

(Signature)

DATE: June 19, 2024

BY: Madison Bell
(Name)

Social Worker
(Title)

Madison Bell
(Signature)

DATE: 5/9/2024

Approved as to Legal Content:

Shirley H 5/13/24
Pinal County Attorney's Office (Date)

Exhibit A
Scope of Work

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

Exhibit B
Contract Pricing

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

Exhibit C
Responder's Proposal

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

**Contract 245129RFP
Social Worker Services**

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Tina Williams of the Center for Excelling Families, (Contractor), whose primary address is 2487 South Gilbert Road, Suite #106-197, Gilbert, AZ 85295.

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

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

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

4. PRICING

4.1 Most Favored Customer Pricing.

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

4.2 All-Inclusive Pricing.

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



profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

4.3 Price Reductions and Sales Promotions.

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

4.4 Price Increase.

The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered. There is no guarantee the County will accept the price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Contract.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted sixty (60) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. Requests for price increases must be supported by appropriate documentation. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.

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

4.6 Change Orders.

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

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

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

4.7 Travel.

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

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

5. INVOICING AND PAYMENTS.

5.1 Invoices.

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

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

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

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

financeinvoices@pinal.gov

Pinal County Office of Budget & Finance

Attn: Accounts Payable

31 N. Pinal Street

PO Box 1348

Florence, AZ 85132

5.2 Milestones and Retainage. N/A

5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:

- a. Charges or fees not delineated in the contract.
- b. Materials or services that have not been authorized on a purchase order.
- c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
- d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

- 5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.
- 5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.
- 5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.
- 5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
6. **ARIZONA LAW.** This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
7. **IMPLIED LAW.** Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.
8. **PUBLIC RECORD.** This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County
9. **CONTRACT ORDER OF PRECEDENCE.** All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

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

10. **RELATIONSHIP OF THE PARTIES.** The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

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

12. **NO PAROLE EVIDENCE.** The contract, including any documents incorporated into the contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.

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

14. **CONTRACT ADMINISTRATION AND OPERATION.**

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

County	Contractor
Name: Pinal County Purchasing Division Attn: Kristen Grieco	Name: Tina Williams The Center for Excelling Families
Address: 31 N. Pinal Street PO Box 1348 Florence, AZ 85132	Address: 2487 South Gilbert Road Suite #106-197 Gilbert, AZ 85295
Title: Procurement Officer	Title: Director
Email: Purchasing@Pinal.gov	Email: tinaexcels@gmail.com

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

14.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any



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

- 14.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County’s demand, the choice of which being at the County’s discretion. For the purpose of this paragraph, “reasonable times” are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
- 14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.
- 14.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor’s or Subcontractors’ plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.
- 14.6 Acceptance of Work.
- a. **Materials.** The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor’s responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a

requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.

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

14.7 Ownership of Intellectual Property.

- a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.
 - (1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.
 - (2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

- b. **Joint Developments.** The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- c. **Pre-Existing Material.** All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:
 - (1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;
 - (2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and
 - (3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.
- d. **Developments Outside of Contract.** Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

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

14.9 **Non-Discrimination.** Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.

14.10 **E-Verify Requirements.** As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.



- 14.11 Offshore Performance of Certain Work Prohibited. Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.
- 14.12 Estimated Quantities. Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.
- 14.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.
- 14.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.
- 14.16 Eligible Agencies. This contract shall be for the exclusive use of Pinal County.
- 14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if

that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

14.19 Work on County Premises.

- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
- b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."

14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.



- 14.21 Israel Boycott Prohibited. Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 14.22 Use of Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People's Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the contract will terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the contract terminates on the contract termination date.

15. CONTRACT CHANGES.

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

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

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

16. RISKS AND LIABILITIES

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

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

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

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

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

- (2) Automobile Liability. Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than \$1,000,000 each occurrence with

respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this contract.

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

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

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

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

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-902, and when such Contractor executes the appropriate waiver form.

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

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

(1) The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the County, its agents, officials, or employees shall be excess and not contributory insurance as provided by A.R.S. § 41-621 E.

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

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



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

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

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

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

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

16.4 Public Health Information Indemnification. N/A

16.5 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

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

16.6 Force Majeure.

- a. **Relief From Performance.** The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.



- b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.

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

17. WARRANTIES

17.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.

17.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:

- a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;
- b. Be free from defects of material and workmanship;
- c. Conform to or perform in a manner consistent with current industry standards; and
- d. Be fit for the intended purpose or use described in the contract.

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

17.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

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

17.5 Data Protection and Confidentiality of Records.

- a. **Proprietary and Sensitive Data.** Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:
 - (1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
 - (2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.
- b. **Personally Identifiable Information.** Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.)
NOTE: For convenience of reference only, the OMB memorandum is available at:
<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.
NOTE: For convenience of reference only, the GSA directive is available at:
<http://www.gsa.gov/portal/directive/d0/content/658222>
- c. **Protected Health Information.** Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:
 - (1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR

45-160(B) or the Employee Retirement Income Security Act of 1974 (“ERISA”) as amended; and (iii) the County’s current and published PHI/ePHI privacy and security policies and procedures;

- (2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular “Business Associate Agreements” in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

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

18. COUNTY’S CONTRACTUAL REMEDIES

- 18.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County’s option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 18.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take



all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.

- 18.3 Non-exclusive Remedies. The County's rights and remedies under the contract are not exclusive.
- 18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.
- 18.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

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

stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.

19.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:

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

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

20. CONTRACT CLAIMS

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

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



PINAL COUNTY

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

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

PINAL COUNTY

31 N. Pinal Street
Florence, AZ 85132

BY: Mike Goodman

(Name)

Chairman – Pinal County Board of Supervisors

(Title)

(Signature)

DATE: June 19, 2024

TINA WILLIAMS (THE CENTER FOR EXCELLING
FAMILIES)

2487 South Gilbert Road
Gilbert, AZ 85295

BY: Tina Williams

(Name)

Director

(Title)

(Signature)

DATE: 5-12-24

Approved as to Legal Content:

[Signature] 5/13/24

Pinal County Attorney's Office

(Date)

Exhibit A
Scope of Work

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

Exhibit B
Contract Pricing

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

Exhibit C
Responder's Proposal

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



PINAL COUNTY
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Brisna Canizalez, Procurement Officer

Date: June 5, 2024

Re: Contract Amendment for 192425RFP Printing and Mailing of Valuation Notices

It is requested the Board approve a contract term extension with The Master's Touch, LLC who provides Printing and Mailing of Valuation Notices for the Assessor's Office.

The County has spent approximately \$266,110.54 on this contract in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expired on May 5, 2024. The new term, if approved, will begin on May 6, 2024, and will continue through May 5, 2025. After this extension, no further extensions remain.

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

Respectfully submitted,

Brisna Canizalez

Brisna Canizalez
Procurement Officer
(520) 866-6223
Brisna.Canizalez@pinal.gov



Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6250

Contract 192425RFP
Amendment # 5
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Printing and Mailing of Valuation Notices

Contractor Name: The Master's Touch, LLC

Pursuant to Paragraph 2 (Contract Extension), the above referenced contract shall be amended as follows:

1. The term of this contract is hereby extended through May 5, 2025.
2. All other Terms, Conditions, and Pricing remain the same.

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

X

Mike Goodman, Chairman
Pinal County Board of Supervisors

X

June 5, 2024

Date



PINAL COUNTY
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Brisna Canizalez, Procurement Officer

Date: June 5, 2024

Re: Contract Amendment for RFP #220226 Specialty Legal Services

It is requested the Board approve a term extension with the following suppliers who provide legal services for the County Attorney's Office:

Ballard Spahr LLP
Coppersmith Brockelman PLC
Dickinson Wright PLLC
Greenberg Traurig LLP
Gust Rosenfeld PLC
Helm, Livesay and Worthington Ltd
Hinshaw & Culbertson LLP
Jackson Lewis PC
Jennings, Strouss & Salmon, P.L.C.
Jones, Skelton & Hochuli

Jorden Law Firm, P.C.
Kaplan Kirsch & Rockwell LLP
Kutak Rock LLP
Leonard & Felker, P.L.C.
Moyes Sellers & Hendricks Ltd.
Pierce Coleman PLLC
Sims Mackin Ltd.
Snell & Wilmer LLP
Squire Patton Boggs LLP
Struck Love Bojanowski & Acedo, PLC

The County has spent approximately \$483,000.00 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, conditions and pricing remain unchanged.

Respectfully submitted,

Brisna Canizalez

Brisna Canizalez
Procurement Officer
(520) 866-6223
Brisna.Canizalez@pinal.gov



Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6250

Contract: #220226
Amendment #2
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Ballard Spahr LLP

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended effective July 1, 2024 through 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 June 5, 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) 866-6250

Contract: #220226
Amendment #2
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Coppersmith Brockelman PLC

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended effective July 1, 2024 through 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 June 5, 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) 866-6250

Contract: #220226
Amendment #2
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Dickinson Wright PLLC

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended effective July 1, 2024 through June 30, 2025.
2. Modified Exhibit B Price Sheet of the Contract. Exhibit B Price Sheet is modified and superseded in its entirety by the attached Exhibit B.

Except as otherwise expressly modified or amended herein, all other terms, and conditions 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 bilaterally amend the above referenced contract on this date.

Contractor hereby acknowledges receipt and understanding of the above amendment.

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

BY: James T. Braselton

(Name)

Member, Dickinson Wright PLLC

(Title)

(Signature)

Dickinson Wright PLLC

(Contractor Name)

DATE: May 21, 2024

BY: Mike Goodman

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: June 5, 2024



Exhibit B

Pricing Document - Revised 06/05/2024

No charge shall be made for ordinary and customary services (i.e. mileage within the County, or within 75 miles of Florence, AZ, parking, telephone or fax charges, secretarial, clerical or administrative services, overtime, or for postal, parcel, courier or other delivery services). Such charges are considered overhead and are part of the hourly rates.

No charge shall be made for costs associated with the general expenses of legal research (Westlaw, LexisNexis, PACER or other print or electronic research tools).

Item	Description	Hourly Rate
1	Senior Partner	\$425
2	Partner	\$350
3	Associate	\$250
4	Paralegals	\$175

Item	Description	Est Quantity	Unit Price	Extended
5	Copies. Up to 2,500 copies per month. The lesser of the per page or the rate reimbursed by its "Most Favored Customer Pricing" client shall apply. Greater volumes to negotiated and agreed to in advance.	2500	\$ 0.10	\$ 250.00



Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6250

Contract: #220226
Amendment #2
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Greenberg Traurig LLP

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended effective July 1, 2024 through 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 June 5, 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) 866-6250

Contract: #220226
Amendment #2
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Gust Rosenfeld PLC

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended effective July 1, 2024 through 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 June 5, 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) 866-6250

Contract: #220226
Amendment #2
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Helm, Livesay & Worthington, Ltd.

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 effective July 1, 2024 through 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 June 5, 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) 866-6250

Contract: #220226
Amendment #2
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Hinshaw & Culbertson LLP

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended effective July 1, 2024 through 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 June 5, 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) 866-6250

Contract: #220226
Amendment #2
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Jackson Lewis 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 effective July 1, 2024 through 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 June 5, 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) 866-6250

Contract: #220226
Amendment #2
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Jennings, Strouss & Salmon, P.L.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 effective July 1, 2024 through 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 June 5, 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) 866-6250

Contract: #220226
Amendment #2
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Jones, Skelton & Hochuli

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 effective July 1, 2024 through 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 June 5, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	



Contract Amendment

The Office of Budget and Finance – Purchasing Division
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Florence, AZ 85132
(520) 866-6250

Contract: #220226
Amendment #2
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Jorden Law Firm, 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 effective July 1, 2024 through 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 June 5, 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) 866-6250

Contract: #220226
Amendment #2
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Kaplan Kirsch & Rockwell LLP

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended effective July 1, 2024 through 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 June 5, 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) 866-6250

Contract: #220226

Amendment #2

Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Kutak Rock LLP

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

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

Mike Goodman, Chairman
Pinal County Board of Supervisors

X

June 5, 2024

Date



Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6250

Contract: #220226
Amendment #2
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Leonard & Felker, PLC

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended effective July 1, 2024 through 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 June 5, 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) 866-6250

Contract: #220226
Amendment #2
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Moyes Sellers & Hendricks

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 effective July 1, 2024 through 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 June 5, 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) 866-6250

Contract: #220226

Amendment #2

Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Pierce Coleman PLLC

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

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

Mike Goodman, Chairman
Pinal County Board of Supervisors

X

June 5, 2024

Date



Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6250

Contract: #220226

Amendment #2

Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Sims Mackin Ltd

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 effective July 1, 2024 through 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

Mike Goodman, Chairman

June 5, 2024

Pinal County Board of Supervisors

Date



Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6250

Contract: #220226
Amendment #2
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Snell & Wilmer LLP

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended effective July 1, 2024 through 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 June 5, 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) 866-6250

Contract: #220226
Amendment #2
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Squire Patton Boggs LLP

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended effective July 1, 2024 through 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 June 5, 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) 866-6250

Contract: #220226
Amendment #2
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Struck Love Bojanowski & Acedo, PLC

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended effective July 1, 2024 through 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 June 5, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	



To: Pinal County Board of Supervisors

From: Brisna Canizalez, Procurement Officer

Date: June 5, 2024

Re: Contract Amendment for ROQ #225027 - Housing Rehabilitation and Demolition Prequalified Contractors List.

It is requested the Board approve a contract term extension with Neoteric Builders, LLC who provide housing rehabilitation and demolition services for the Housing Department.

The County has spent approximately \$500,000 on this contract in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on June 7, 2024. The new term, if approved, will begin on June 8, 2024, and will continue through June 7, 2025. After this extension, two (2) one-year optional extensions will remain.

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

Respectfully submitted,

Brisna Canizalez

Brisna Canizalez
Procurement Officer
(520) 866-6223
Brisna.Canizalez@pinal.gov



Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6250

Contract: #225027
Amendment #2
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Housing Rehabilitation and Demolition Prequalified Contractors List

Contractor Name: Neoteric Builders, 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 7, 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 June 5, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	



PINAL COUNTY
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Eric Zander, Procurement Officer

Date: June 5, 2024

Re: Contract Amendment for RFP #241029 Printing, Mailing, and Email Notification of Property Tax Documents.

It is requested the Board approve a contract term extension with The Master's Touch LLC who provides Printing, Mailing, and Email Notification Services for Pinal County Treasurer.

The County has spent approximately \$30,000 on this contract in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on July 4, 2024. The new term, if approved, will begin on July 5, 2024, and will continue through July 4, 2025. After this extension, three (3) one-year optional extensions will remain.

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

Respectfully submitted,

Eric Zander

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



Contract Amendment

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

Contract: 241029RFP
Amendment #1
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Printing, Mailing, and Email Notification of Property Tax Documents

Contractor Name: **The Master's Touch, 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 July 4, 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 June 5, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	



PINAL COUNTY
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Lorina Gillette, Procurement Officer

Date: June 5, 2024

Re: Contract Amendment for ROQ #233828 JOC Civil Construction Services

It is requested the Board approve a contract term extension with the following contractors who provide Civil Construction Services for the Development Services Department:

DBA Construction, Inc.
DCS Contracting, Inc.
Ellison-Mills Contracting LLC
Nesbitt Contracting Co., Inc.
Sunland Asphalt
ViaSun Corporation

The County has spent approximately \$11,700,000 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on June 27, 2024. The new term, if approved, will begin on June 28, 2024, and will continue through June 27, 2025. After this extension, three (3) one-year optional extensions will remain.

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

Respectfully submitted,

Lorina Gillette

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



Contract Amendment

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

Contract: 233828ROQ
Amendment #1
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

JOC Civil Construction Services

Contractor Name: **DBA Construction, Inc.**

Pursuant to Paragraph 18 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Signing of Contract Amendments), the term of this Contract is hereby extended to June 27, 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.

<u>X</u>	<u>X</u> June 5, 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: 233828ROQ
Amendment #1
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

JOC Civil Construction Services

Contractor Name: **DCS Contracting, Inc.**

Pursuant to Paragraph 18 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Signing of Contract Amendments), the term of this Contract is hereby extended to June 27, 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 June 5, 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: 233828ROQ
Amendment #2
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

JOC Civil Construction Services

Contractor Name: **Ellison-Mills Contracting LLC**

Pursuant to Paragraph 18 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Signing of Contract Amendments), the term of this Contract is hereby extended to June 27, 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 June 5, 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: 233828ROQ
Amendment #1
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

JOC Civil Construction Services

Contractor Name: **Nesbitt Contracting Co., Inc.**

Pursuant to Paragraph 18 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Signing of Contract Amendments), the term of this Contract is hereby extended to June 27, 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 June 5, 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: 233828ROQ
Amendment #1
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

JOC Civil Construction Services

Contractor Name: **Sunland Asphalt**

Pursuant to Paragraph 18 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Signing of Contract Amendments), the term of this Contract is hereby extended to June 27, 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 June 5, 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: 233828ROQ
Amendment #1
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

JOC Civil Construction Services

Contractor Name: **ViaSun Corporation**

Pursuant to Paragraph 18 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Signing of Contract Amendments), the term of this Contract is hereby extended to June 27, 2025.

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Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	



PINAL COUNTY
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Lorina Gillette, Procurement Officer

Date: June 5, 2024

Re: Contract Amendment for ROQ #234128 JOC Asphalt Maintenance & Repair Services

It is requested the Board approve a contract term extension with the following suppliers who provide asphalt maintenance and repair services for the Development Services Department:

Cactus Asphalt
M.R. Tanner Construction
Sunland Asphalt & Construction, LLC
ViaSun Corporation
Weems Asphalt, LLC

The County has spent approximately \$7,500,000 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 27, 2024. The new term, if approved, will begin on June 28, 2024, and will continue through June 27, 2025. After this extension, three (3) one-year optional extensions will remain.

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

Respectfully submitted,

Lorina Gillette

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



Contract Amendment

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

Contract: 234128ROQ
Amendment #1
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

JOC Asphalt Maintenance & Repair Services

Contractor Name: **Cactus Asphalt**

Pursuant to Paragraph 18 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Signing of Contract Amendments), the term of this Contract is hereby extended to June 27, 2025.

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Florence, AZ 85132
(520) 866-6008

Contract: 234128ROQ
Amendment #1
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

JOC Asphalt Maintenance & Repair Services

Contractor Name: **M. R. Tanner Construction**

Pursuant to Paragraph 18 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Signing of Contract Amendments), the term of this Contract is hereby extended to June 27, 2025.

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Contract Amendment

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

Contract: 234128ROQ
Amendment #1
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

JOC Asphalt Maintenance & Repair Services

Contractor Name: **Sunland Asphalt & Construction, LLC**

Pursuant to Paragraph 18 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Signing of Contract Amendments), the term of this Contract is hereby extended to June 27, 2025.

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Contract Amendment

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

Contract: 234128ROQ
Amendment #1
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

JOC Asphalt Maintenance & Repair Services

Contractor Name: **ViaSun Corporation**

Pursuant to Paragraph 18 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Signing of Contract Amendments), the term of this Contract is hereby extended to June 27, 2025.

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

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Mike Goodman, Chairman	Date
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Contract Amendment

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Florence, AZ 85132
(520) 866-6008

Contract: 234128ROQ
Amendment #1
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

JOC Asphalt Maintenance & Repair Services

Contractor Name: **Weems Asphalt, LLC**

Pursuant to Paragraph 18 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Signing of Contract Amendments), the term of this Contract is hereby extended to June 27, 2025.

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X	X June 5, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	



Purchase Requisition

Req. Number**169455****Req. Date: 1/10/2024****Page: 1 of 1**

Department Contact:	Ship to:	Supplier:
MCBRIDE, JESSICA ANNE Phone: - Branch Plant: FAC-SUPPLEMENTAL CAP PROJECTS Fund Source: CAPITAL PROJECTS/MISCELLANEOUS	FACILITIES-ADMINISTRATION 121 W 22ND ST FLORENCE AZ 85132	LOW MOUNTAIN CONSTRUCTION, INC. 4105 NORTH 20TH STREET, SUITE 205 PHOENIX AZ 85016

Phone: -
Fax: -

Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: maegan.queen@pinal.gov	Requested Delivery Date: 1/10/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
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The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity Pinal County
Contract Number 243125IFB
Contract Expiry 12/5/2024

Reference: Pinal County Adult Detention Center Pods B & C - Building System UpgradeVendor Contact: Arthur Case acase@lowmountain.com | phalling@lowmountain.com 602-265-2201Department Contact: Hattie Sturgill 480-686-0317 hattie.sturgill@pinal.gov | John Espinoza 520-705-0687 john.espinoza@pinal.gov | Jessica McBride 520-866-6518 jessica.mcbride@pinal.gov

****Please consider this your Notice to Proceed on January 22, 2024****

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
6.00		LS		Repaint Interior of Pods B & C ADC Pods B & C	\$0.00	\$540,352.98

Total Order: \$540,352.98



PCO #009 R1

Low Mountain Construction Inc
4105 North 20th Street
Phoenix, Arizona 85016
Phone: (602) 265-2201

Project: 23310 - Pinal County Adult Detention Center
971 Jason Lopez Circle
Florence, Arizona 85132

Prime Contract Potential Change Order #009 R1: CE #09 R1 - Repaint Interior of Pod B & C.

TO:	Pinal County 971 Jason Lopez Circle Building B Florence, Arizona 85132	FROM:	Low Mountain Construction Inc 4105 North 20th Street Suite #205 Phoenix, Arizona 85016
PCO NUMBER/REVISION:	009 R1 / 1	CONTRACT:	1 - Pinal County Adult Detention Center Pods B&C Building Systems Upgrade - PO#251142
REQUEST RECEIVED FROM:	Archie Carreon (Pinal County)	CREATED BY:	Wayne Hatch (Low Mountain Construction Inc)
STATUS:	Pending - In Review	CREATED DATE:	5/21/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	Yes		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$540,352.98

POTENTIAL CHANGE ORDER TITLE: CE #09 R1 - Repaint Interior of Pod B & C.

CHANGE REASON: Owner Request

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #09 R1 - Repaint Interior of Pod B & C.

For providing labor and material for the interior painting of Pod B and Pod C as listed below:

The base bid is calculated on normal working hours (Monday through Friday) and does not include work being performed at nights, on weekends or on holidays.

Interior:

- Painting of interior ACT ceilings: spot prime water stains and/ or stains that bleed through with KILZ origin allow VOC interior multi-purpose oil based primer, two (2) finish coats of Benjamin Moore latex dryfall / color and sheen: TBD
- Painting of interior masonry walls and ceilings: spot prime stains that bleed through with KILZ original low VOC interior multi-purpose oil based primer, two (2) finish coats of Benjamin Moore SCUFF-X latex paint/color: TBD-sheen: semi-gloss
- Painting of metal cell doors and frames and/or common area doors and frames: sand, bondo as needed, one(1) coat of Benjamin Moore Corotech V110 acrylic metal primer, two(2) finish coats of Benjamin Moore Corotech Command latex paint / color: TBD-sheen: gloss
- Painting of metal windows: sand, bondo as needed, one(1) coat of Benjamin Moore Corotech V110 acrylic metal primer, two(2) finish coats of Benjamin Moore Corotech Command latex paint/color :TBD-sheen: gloss
- Painting of metal hot water heater door sand frames: sand, bondo as needed ,one(1) coat of Benjamin Moore Corotech V110 acrylic metal primer, two(2) finish coats of Benjamin Moore Corotech Command latex paint/ color: TBD-sheen: gloss
- Painting of metal handrail and stairs: sand, bondo as needed, one(1) coat of Benjamin Moore Corotech V110 acrylic metal primer, two(2) finish coats of Benjamin Moore Corotech Command latex paint/color: TBD-sheen: gloss

We have attached all the painting specifications and products we propose to use with this proposal.

ATTACHMENTS:

[Low Mountain Construction - Pinal County Adult Detention Pod B and C - Interior Painting - 050324 - Revised Base Only.pdf](#)



PCO #009 R1

#	Vendor	Description	Amount
1	Low Mountain Construction Inc	Davidson Bohannon Painting - Base Price	\$437,166.00
Subtotal:			\$437,166.00
Bond & Insurance (3.00%):			\$13,114.98
Overhead (10.00%):			\$45,028.10
Fee (2.00%):			\$9,906.18
Sales Tax (≈ 6.96%):			\$35,137.72
Grand Total:			\$540,352.98

Low Mountain Construction, Inc.

4105 North 20th Street, Suite 205
Phoenix, Arizona 85016

05-22-24

SIGNATURE

DATE

Pinal County

971 Jason Lopez Circle Building B
Florence, Arizona 85132

SIGNATURE

DATE



4617 N. 12th Street - Phoenix, AZ 85014
Phone 602-279-6779 Phone 602-279-5115

License
CR-34 ROC#344678

May 03, 2024

Attn: Wayne Hatch
Vice President, COO, CFO
Low Mountain Construction

Email: whatch@lowmountain.com

RE: Pinal County Adult Detention/Pod B and C
971 Jason Lopez Circle/#A
Florence, AZ 85132
Painting Bid

For providing labor and material for the interior painting of Pod B and Pod C as listed below:

The base bid is calculated on normal working hours (Monday through Friday) and does not include work being performed at nights, on weekends or on holidays.

Interior:

- *Painting of interior ACT ceilings: spot prime water stains and/or stains that bleed through with KILZ original low VOC interior multi-purpose oil based primer, two (2) finish coats of Benjamin Moore latex dryfall/color and sheen: TBD*
- *Painting of interior masonry walls and ceilings: spot prime stains that bleed through with KILZ original low VOC interior multi-purpose oil based primer, two (2) finish coats of Benjamin Moore SCUFF-X latex paint/color: TBD - sheen: semi-gloss*
- *Painting of metal cell doors and frames and/or common area doors and frames: sand, bondo as needed, one (1) coat of Benjamin Moore Corotech V110 acrylic metal primer, two (2) finish coats of Benjamin Moore Corotech Command latex paint/color: TBD - sheen: gloss*
- *Painting of metal windows: sand, bondo as needed, one (1) coat of Benjamin Moore Corotech V110 acrylic metal primer, two (2) finish coats of Benjamin Moore Corotech Command latex paint/color: TBD - sheen: gloss*
- *Painting of metal hot water heater doors and frames: sand, bondo as needed, one (1) coat of Benjamin Moore Corotech V110 acrylic metal primer, two (2) finish coats of Benjamin Moore Corotech Command latex paint/color: TBD - sheen: gloss*

RE: Pinal County Adult Detention/Pod B and C
971 Jason Lopez Circle/#A
Florence, AZ 85132
Painting Bid

- *Painting of metal handrail and stairs:* sand, bondo as needed, one (1) coat of Benjamin Moore Corotech V110 acrylic metal primer, two (2) finish coats of Benjamin Moore Corotech Command latex paint/color: TBD - sheen: gloss

Exclude:

- Painting and/or Finishing of any and all exterior substrates
- Painting and/or Finishing of any and all cell bunks and cell desks and chairs
- Painting and/or Finishing of any and all tables in Pod B and C
- Painting and/or Finishing of any and all unpainted mechanical rooms
- Painting and/or Finishing of any and all walls and ceilings in inmate/attorney rooms
- Purchase and/or Application of any and all epoxy coatings and/or floor sealers
- Tax

Qualification:

- *Prior to work commencing project shall require twenty percent (20%) down payment*
- *Project shall be billed on a monthly basis based on a percentage of work completed, with payment due with in ten (10) business days*

Base Bid: \$ 437,166.00

RE: Pinal County Adult Detention/Pod B and C
971 Jason Lopez Circle/#A
Florence, AZ 85132
Painting Bid

Alternate #1:

- *Painting of tables in common area:* sand, bondo as needed, one (1) coat of Benjamin Moore Corotech V110 acrylic metal primer, two (2) finish coats of Benjamin Moore Corotech Command latex paint/color: TBD - sheen: gloss

Alternate #1:Add \$ 51,840.00

Alternate #2:

- *Painting of bunks in cells:* sand, bondo as needed, one (1) coat of Benjamin Moore Corotech V110 acrylic metal primer, two (2) finish coats of Benjamin Moore Corotech Command latex paint/color: TBD - sheen: gloss

Alternate #2:Add \$ 187,200.00

Alternate #3:

- *Painting of desk and chair in cells:* sand, bondo as needed, one (1) coat of Benjamin Moore Corotech V110 acrylic metal primer, two (2) finish coats of Benjamin Moore Corotech Command latex paint/color: TBD - sheen: gloss

Alternate #3:Add \$ 78,000.00

Bryan Volpp
Davidson & Bohannon Painting Corp.
bvolpp@davidson-bohannon.com



INTERIOR OIL-BASED PRIMER & STAINBLOCKER NO. 1000

PRODUCT INFORMATION

KILZ® ORIGINAL Primer is a powerful stainblocking formula that blocks most heavy interior stains including water, smoke, tannin, ink, pencil, felt marker, grease, and also seals pet, food and smoke odors. Trusted by pros for over 40 years! It has excellent adhesion properties to help paint adhere to multiple interior surfaces. Not recommended for floors.

RECOMMENDED USES:

Use on properly prepared interior surfaces, such as:

- Wood
- Brick
- Wallpaper
- Drywall
- Masonry
- Painted Metal
- Plaster
- Paneling
- Properly Prepared Glossy Surfaces

PRODUCT SPECIFICATIONS:

Tint Bases/Max Tint Load:

No. 1000 128 oz. / 2 oz.

No. 1003 128 oz. / 2 oz.

No. 1000 (450 VOC)

Resin Type: Modified-Alkyd

Weight per Gallon: 10.2 lbs.

% Solids by Volume: 42%

% Solids by Weight: 64%

Flash Point: 75°F

Viscosity: 80-90 KU

No. 1003 (350 VOC)

Resin Type: Modified-Alkyd

Weight per Gallon: 12.4 lbs.

% Solids by Volume: 53%

% Solids by Weight: 77%

Flash Point: 102°F

Viscosity: 85-95 KU

Recommended Film Thickness:

No. 1000 (450 VOC)

Wet: 4.6 mils / Dry: 1.9 mils @ 350 Sq. Ft./Gal.

No. 1003 (350 VOC)

Wet: 4.6 mils / Dry: 2.4 mils @ 350 Sq. Ft./Gal.

Coverage: 300 - 400 Sq. Ft./Gal. depending on the surface texture, porosity and application method. Does not include the loss of material from spraying.

APPLICATION:

Brush: Nylon / Polyester Blend

Roller: 3/8" - 1/2" nap

Airless Spray: Fluid pressure of 1,800 - 3,000 psi

Tip: .015" - .021"

Filter: 60 mesh

Thinning: Not recommended. Product is formulated for use at package consistency only.

Dry Time: @ 77°F, & 50% RH

Longer dry time required in cooler temperatures and in higher humidity.

No.1000 (450 VOC)

To Touch: 30 minutes

To Recoat: 1 hour

No.1003 (350 VOC)

To Touch: 1 hour

To Recoat: 2 hours

Stainblocking: After priming, test for stain bleed-through by applying the topcoat to a small section. If the stain bleeds through the topcoat, apply a second coat of primer and test again before topcoating the entire area. If bleeding continues, a longer dry time is needed before topcoating.

KILZ Original Interior Oil-Base Primer may be tinted with up to 2 ounces of universal colorant per gallon for non-stainblocking projects. Tinting to a lighter shade than the topcoat is recommended.

SURFACE PREPARATION:

The surface must be clean, free of dust, grease, wax, peeling paint, mold, mildew and wallpaper paste. If washing is necessary, use a non-soapy detergent or a TSP substitute. Rinse well and allow to dry.

Peeling or Checked Paint: Scrape off loose paint and sand to a smooth surface. Sanding or removal of paint containing lead is hazardous.*

Glossy Surfaces: For maximum adhesion, scuff sand the surface thoroughly before priming.

Masonry, Brick, Stucco and Plaster: KILZ ORIGINAL Interior Oil-Base Primer may be used on clean, dry, aged masonry surfaces that have cured (dried) at least 90 days. If masonry has been cured less than 90 days, use KILZ PREMIUM, KILZ 2® or KILZ ORIGINAL LOW ODOR Primers.

Fire Restoration: It is critical to clean smoke damaged surfaces thoroughly before priming.

COMPLIES WITH THE BELOW AS OF 1/1/2019

AIM	YES	FLAME SPREAD/CLASS A	YES
MPI #	45,136 (1003)		

TEST SPECIFICATIONS:

Flexibility

ASTM D522 - Pass

***WARNING!** If you scrape, sand or remove old paint, you may release lead dust. **LEAD IS TOXIC.** Contact the National Lead Information Center at 1-800-424-LEAD or visit www.epa.gov/lead.

CLEAN UP:

Clean all tools and equipment with mineral spirits.

For disposal of empty containers and unused product, contact your household refuse collection service.

CAUTIONS/LIMITATIONS:

- Protect from freezing.
- For best results, apply at temperatures between 45°F -90°F. Temperatures above 90°F may affect the application such as drying too fast. Avoid painting in direct sun.
- Shelf life under normal conditions is 2 years unopened.
- Partially used cans might develop skinning if not tightly sealed.
- Not for use on floors.

GENERAL INFORMATION:

VENTILATION REQUIRED: To avoid inhalation and combustion hazards (see below), **DO NOT** use this product unless you can achieve cross-ventilation by opening windows and doors during application and drying.

CONTAINS PETROLEUM DISTILLATES. VAPOR HARMFUL. May affect the brain or nervous system causing dizziness, headache or nausea. Do not breathe vapors or spray mist. If you experience eye watering, headaches or dizziness, increase fresh air, wear respiratory protection (NIOSH/MSHA TC 23C or equivalent) or leave the area. Follow respirator manufacturer's directions for respirator use. Causes eye, skin, nose and throat irritation. Avoid contact with eyes, skin and clothing. Wash thoroughly after handling and before smoking and eating. **NOTICE:** Reports have associated repeated and prolonged occupational overexposure to solvents with permanent brain and nervous system damage.



INTERIOR OIL-BASED PRIMER & STAINBLOCKER

NO. 1000

Intentional misuse by deliberately concentrating and inhaling the contents may be harmful or fatal.

VAPORS MAY CAUSE FLASH FIRE. Keep away from sparks, heat and open flame. Do not smoke. Vapors are heavier than air, and can travel at floor level to distant ignition sources. Extinguish all flames and pilot lights and turn off stoves, heaters, electric motors, high intensity lights and other sources of ignition during use and until all vapors are gone. Close container after each use. To avoid spontaneous combustion, soak soiled rags and waste immediately after use in a closed, water-filled metal container.

FIRST AID: If swallowed, do not induce vomiting. Call a physician immediately. If you have difficulty breathing, leave area to obtain fresh air. If difficulty continues, get medical attention immediately. In case of eye contact, flush immediately with plenty of water for at least 15 minutes and get medical attention. For skin contact, wash thoroughly with soap and water.



ACRYLIC METAL PRIMER V110

Features

- High solids
- Suitable for occupied areas
- Can be recoated in just 4 hours
- Suitable For Use In USDA Inspected Facilities

Recommended For

Carbon Steel, Iron, Aluminum, Galvanized, Other Non-Ferrous Metals, Glass, Lexan, Concrete, Drywall. Acrylic Metal Primer is designed for use in general metal finishing/fabrication, food/beverage processing, chemical processing, industrial maintenance/refurbishment, and other segments where a rust inhibitive water cleanup primer is necessary.

General Description

Acrylic Metal Primer is a water-reducible, rust-inhibitive primer for steel, iron, and non-ferrous metal. It provides excellent adhesion to a range of hard-to-coat surfaces and can even be applied over tightly adhering rust. Designed for light-to-moderate industrial exposures, this product can be top coated with a wide variety of coatings.

Limitations

- Do not apply if material, substrate or ambient temperature is below 50 °F (10 °C). Relative humidity should be below 90%.
- Do not apply if within 5 degrees of dew point or if rain is expected within 12 hours of application.
- Not for immersion service.
- Not for use on Kynar unless tested and approved by user.

Product Information

Colors — Standard:

White (01), Red (20)

Can be tinted with up to 2 oz. of Benjamin Moore® Color Preview® colorants per gallon

— Tint Bases:

N/A

— Special Colors:

Contact your retailer.

Certification & Qualifications :

Suitable for use in USDA inspected facilities

Meets Performance Requirements of TT-P-1975 and MIL-P-28577

Meets SSPC Paint #23

VOC REGION	COMPLIANT
FEDERAL	YES
OTC	YES
OTCII	YES
CARB	YES
CARB07	YES
UTAH	YES
AZMC	YES
SCAQMD	NO

Technical Assistance:

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com

Technical Data[◇]

White

Vehicle Type	Waterbased Acrylic	
Pigment Type	Titanium Dioxide	
Volume Solids	40 ± 1.0%	
Coverage per Gallon at Recommended Film Thickness	Clean Metal 350 - 450 Sq. /Ft. Tight Rust 160 - 220 Sq./Ft.	
Tight Rust	— Wet	7.3 - 10.0 mils
	— Dry	3.0 - 4.0 mils
Clean Metal	— Wet	3.5 - 4.6 mils
	— Dry	1.4 - 1.9 mils
Depending on surface texture and porosity.		
Dry Time @ 77 °F (25 °C) @ 50% RH	— Tack Free	1 Hour
	— To Recoat	4 Hours
	— Cure Time	7 - 10 Days
High humidity and cool temperatures will result in longer dry, recoat and service times.		
Dries By	Coalescence	
Viscosity	85 - 90 KU	
SAG Rating:	Passes 9-10 mils wet (Leneta)	
Flash Point	200 °F or greater (TT-P-141, Method 4293)	
Gloss/Sheen	5 - 10 @ 60°	
Surface Temperature at Application	— Min.	50 °F
	— Max.	90 °F
Thin With	Clean Water	
Clean Up Thinner	Warm, Soapy Water	
Weight Per Gallon	10.9 lbs.	
Storage Temperature	— Min.	40 °F
	— Max.	95 °F
Volatile Organic Compounds (VOC)		
199 Grams/Liter 1.66 Lbs./Gallon		

[◇] Reported values are for White. Contact retailer for values of other bases or colors.

Acrylic Metal Primer V110

Surface Preparation

The performance of this product is directly dependent upon the degree of surface preparation employed. All dirt, oils and accumulated salts must be removed prior to employing specific surface preparation methods. SSPC-SP 1 Solvent Cleaning using Corotech V600 Oil & Grease Emulsifier will best accomplish this task.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Ferrous metals: All loose rust and mill scale should be removed prior to application of this product. This is best accomplished by abrasive blasting. A minimum of SSPC-SP 6 Commercial Blast is recommended for severe environmental exposures. Small areas may be cleaned in accordance with SSPC-SP 2 Hand Tool Cleaning or SSPC-SP 3 Power Tool Cleaning or SSPC-SP 13 Power Tool Cleaning to Bare Metal. Tightly adhering rust may be coated over provided the surface is intended for use in mild atmospheric exposures.

Galvanized steel, aluminum and other non-ferrous metals: Clean bare metal with Corotech V600 Oil & Grease Emulsifier.

Concrete should have form release agents and hardening/curing compounds removed prior to coating.

Application

Mix thoroughly before application. The use of a drill mixer at low speed will best accomplish this task. Should not require thinning, however small amounts of water may be used if necessary.

Airless Spray: Tip range between 15 and 19 thousandths. Total fluid output pressure at tip should not be less than 2400 psi.

Air Spray (Pressure Pot): DeVilbiss MBC or JGA gun, with 704 or 765 air cap and Fluid Tip E.

NOTE: Do not allow material to remain in hoses, gun or spray equipment. Thoroughly flush all equipment with recommended thinner.

Brush: Synthetic Bristle. / **Roller:** High quality short nap cover.

NOTE: Do not apply if material, substrate or ambient temperature is below 45 °F (7.2 °C). Relative humidity should be below 90%. Do not apply if within 5 degrees of dew point or if rain is expected within 12 hours of application.

TEST DATA	
Flexibility (ASTM D1737)	Pass 1/8" Mandrel
Dry Heat Resistance	200 °F
Wet Heat Resistance	150 °F
Adhesion (ASTM D3359)	Pass 5B
Salt Spray (ASTM B117) (2 Coats w/1 Topcoat; 1000 Hours)	Rust Breakthrough: 10 Rust Area: 0.01%
Abrasion Resistance (ASTM D4060) CS-17 Wheel, 1000 Cycles, 1000 g Load	100 mg Loss
Accelerated Weathering (ASTM G53) 500 Hours	90% Gloss Retention <0.25 DE Color Change (CMC)

CHEMICAL RESISTANCE GUIDE (NON-IMMERSION)

Fresh Water	See Finish Coat Data Sheets for Resistance Information.
Salt Water	
Acids	
Alkalies	
Solvents	
Fuel	
Acidic Salt Solutions	
Alkaline Salt Solutions	
Neutral Salt Solutions	

SYSTEMS RECOMMENDATIONS

COMPATIBLE FINISHES

V200 Line, V201, V230 Line, V231 Line, V220 Line, V300 Line, V330 Line, V400 Line, V410, V440 Line, V500 Line, V510 Line, V520 Line, 540 Line, and Other Acrylics, Vinyl Acrylics & Alkyds
V110 Waterborne DTM Metal Primer can be used as a barrier coat on top of older coatings prior to application of high performance coatings with "hotter" solvents, such as 2 component epoxies and urethanes.
For substrates other than listed above, or for usage in severe environmental conditions, please consult with Corotech® Technical Service.

Clean Up

Clean up with warm, soapy water followed by a clean water rinse.

Environmental Health & Safety Information

Danger

May cause cancer

Causes damage to organs through prolonged or repeated exposure

Prevention: IF exposed or concerned: Get medical advice/attention.

Response: If exposed or concerned get medical attention.

Storage: Store locked up.

Disposal: Dispose of contents/container to an approved waste disposal plant.



WARNING: Cancer and Reproductive Harm—
www.P65warnings.ca.gov

WARNING: This product contains isothiazolinone compounds at levels of <0.1%. These substances are biocides commonly found in most paints and a variety of personal care products as a preservative. Certain individuals may be sensitive or allergic to these substances, even at low levels

This document represents hazards of the product referenced above. Refer to the individual Safety Data Sheet for hazards of the specific product you will be using.

PROTECT FROM FREEZING FOR PROFESSIONAL USE ONLY

Refer to Safety Data Sheet for
additional health and safety information.



PRODUCT CODE	GLOSS/SHEEN	COLORS	BASES	VOLUME SOLIDS	DRY TIME ¹	COVERAGE ²	DRY FILM THICKNESS	VOC RANGE
V392	Satin (20-30 @60°)	White, Black, Bronzetone	1-4	40.3 ± 1.0%	Touch: 15 minutes Recoat: 1 hour	350-450 sq. ft.	1.4-1.9 (mils)	< 150 g/L**
V390	Gloss (80+ @60°)	White, Black, Safety Yellow, Safety Red	1-4	36.5 ± 1.0%			1.3-1.7 (mils)	

Dry time at 77°F (25°C) at 50% RH. Theoretical gallon coverage at recommended film thickness (sq. ft.).

¹Always refer to the TDS for proper surface preparation instructions.

²Compliant formula available for VOC restricted areas.

SDSs and TDSs are available at benjaminmoore.com.

CODIGO DEL PRODUCTO	BRILLO/ACABADO	COLORES	BASES	VOLUMEN DE SÓLIDOS	TIEMPO DE SECADO ¹	COBERTURA ²	ESPESOR DE PELÍCULA SECA	RANGO DE COV
V392	Salinado (20-30 a 60°)	Blanco, Negro, Tono Bronce	1-4	40.3 ± 1.0%	Al tacto: 15 minutos Repintado: 1 hora	350-450 pies cuadrados	1.4-1.9 (mils)	< 150 g/L**
V390	Brillante (80+ a 60°)	Blanco, Negro, Amarillo de Seguridad, Rojo de Seguridad	1-4	36.5 ± 1.0%			1.3-1.7 (mils)	

Tempo de secado a 77°F (25°C) a 50% HR. Cobertura teórica de un galón al espesor de película recomendado (pies cuadrados).

¹Siempre vea las instrucciones de preparación adecuadas en la Ficha de Datos Técnicos (Technical Data Sheet, TDS).

²Fórmula que cumple con los niveles requeridos, disponible para las áreas con restricciones de VOC.

Las Hojas de Datos de Seguridad (Safety Data Sheets, SDS) y las Fichas de Datos Técnicos (TDS) están disponibles en benjaminmoore.com.



COMMAND RESULTS.
COMMAND DA RESULTADOS.



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COMMAND YOUR TIME. COMMAND YOUR PROJECT. COMMAND RESULTS.

COMMAND™ is the extremely durable, single-component, multi-substrate solution to help you save time and tackle multiple jobs with confidence. This interior/exterior, UV-resistant, acrylic urethane enamel provides tenacious adhesion, superior abrasion resistance and quick return to service.

IDEAL FOR:
Facility Maintenance, Property Management, OEM Production, Commercial Projects

USE ON:
Drywall, Handrails, Shelving, Doors, Floors, Stairs, Ramps, Safety Markers, Cabinets, Awnings, and Concrete Floors (subject to pedestrian and forklift traffic)

KEY FEATURES



Quick Dry



Return To Service



Flexible



Block Resistant

Dry to the touch in as little as 15 minutes providing shorter recoat and handling times.

Reduces extensive downtime with the ability to put surfaces, including floors, back into service in just 24 hours.

Resistance to cracking while peeling, moving, expanding or contracting makes COMMAND a go-to solution for both interior and exterior substrates.

The ability to close a door or window, stack cabinets or package materials only 1 hour after application.

BENEFITS

**SAVE TIME.
SAVE MONEY**

Quick dry time and return to service ensures minimal disruption to your facility, property or production line.

SIMPLIFIES

PRODUCT CHOICE
Ability to coat multiple substrates, both interior and exterior, simplifies maintenance and boosts labor efficiencies with one go-to product.



CONTACT YOUR BENJAMIN MOORE REPRESENTATIVE AT 866-708-9180
OR BENJAMINMOORE.COM FOR A FREE FACILITY OR PROPERTY ASSESSMENT.



CONTROLE SU TIEMPO CON COMMAND. CONTROLE SU PROYECTO CON COMMAND. COMMAND DA RESULTADOS.

COMMAND™ es la solución multi-sustrato extremadamente duradera, de un solo componente, para ayudarle a ahorrar tiempo y hacer frente a múltiples trabajos con confianza. Este esmalte de uretano acrílico para interiores/exteriores, resistente a los rayos UV proporciona fuerte adhesión, resistencia superior a la abrasión y un rápido retorno al servicio.

IDEAL PARA:
Mantenimiento de instalaciones, administración de propiedades, producción de fabricante de comerciales



ÚSELA EN:

Tablaroca, pasamanos, estantería, puertas, pisos, escaleras, rampas, marcadores de seguridad, gabinetes, toldos y pisos de concreto (sujeto a tráfico pedestres y de montacargas)

CARACTERÍSTICAS CLAVE



Rápido secado



Vuelta al servicio



Flexible



Resistente al bloqueo

Seca al tacto en solo 15 minutos, lo que significa menos tiempo para repintar y procesar

Reduce el largo tiempo de espera al permitir la vuelta al servicio de las superficies, incluyendo pisos, en solo 24 horas.

La resistencia al agrietado y el desconchado mientras se dobla, mueve, expande o contrae hace que COMMAND sea la solución elegida, tanto para sustratos en interiores como en exteriores.

Capacidad de cerrar una puerta o ventana, apilar gabinetes o empaquetar materiales solo 1 hora después de la aplicación.

BENEFICIOS

**AHORRE TIEMPO,
AHORRE DINERO**

Un rápido tiempo de secado y vuelta al servicio garantizan una mínima interrupción a su instalación, propiedad o línea de producción.

SIMPLIFICA LA ELECCIÓN

DEL PRODUCTO
La capacidad para recubrir múltiples sustratos, tanto en interiores como en exteriores, simplifica el mantenimiento y aumenta las eficiencias laborales con un producto de elección.



PÓNGASE EN CONTACTO CON SU REPRESENTANTE DE BENJAMIN MOORE EN EL 866-708-9180
O BENJAMINMOORE.COM PARA UNA EVALUACIÓN GRATUITA DE INSTALACIONES O PROPIEDADES.



W A T E R B O R N E A C R Y L I C U R E T H A N E

For those who value time, productivity and quality, **COMMAND®** is your go-to problem-solver:

- **Quick dry to touch** in just 15 minutes
- **Return to service** traffic ready in 24 hours
- **Flexible** to resist cracking and peeling
- **Block resistant**, tack-free formula
- **Low-temperature application** as low as 35°F
- **Tenacious adhesion**, bonds to most hard-to-coat substrates

COMMAND RESULTS.



V392



V390

COMMAND® is the extremely durable, single-component, multi-substrate solution to help you save time and tackle multiple jobs with confidence. This interior/exterior, UV-resistant acrylic urethane enamel provides tenacious adhesion and superior abrasion resistance on a variety of substrates, and is ideal for facility maintenance and property management applications where minimal maintenance disruptions and quick returns to service are required.

Use on: Drywall, Handrails, Shelving, Doors, Floors, Stairs, Ramps, Safety Markers, Cabinets, Awnings, and Concrete Floors (subject to pedestrian and forklift traffic)*

Ideal for: Facility Maintenance, Property Management, OEM Production, Commercial Projects

PRODUCT CODE	GLOSS/SHEEN	COLORS	BASES	VOLUME SOLIDS	DRY TIME¹	COVERAGE²	DRY FILM THICKNESS	VOL RANGE
V392	Satin (20-30 @60°)	White, Black, Bronzetone	1-4	40.3 ± 1.0%	Touch: 15 minutes	350-450 sq. ft.	1.4-1.9 (mils)	< 150 g/L
V390	Gloss (80+ @60°)	White, Black, Safety Yellow, Safety Red		36.5 ± 1.0%	Recoat: 1 hour		1.3-1.7 (mils)	< 150 g/L

¹Dry time at 77 °F (25 °C) at 50% RH. ²Theoretical gallon coverage at recommended film thickness (sq. ft.).

*Always refer to the TDS for proper surface preparation instructions.

SDSs and TDSs are available at benjaminmoore.com.



Benjamin Moore is a proud member of the U.S. Green Building Council, a nonprofit organization of building industry leaders working to make environmentally responsible, profitable, and healthy buildings.

Contact your Benjamin Moore representative to learn more about Corotech® COMMAND and the Benjamin Moore advantage. To find a representative in your area or to locate a retailer near you, visit benjaminmoore.com or call 1-866-708-9180.



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COROTECH[®] HIGH PERFORMANCE **COMMAND[®]**

URETANO ACRÍLICO AL AGUA

Para quienes valoran el tiempo, la productividad y la calidad, **COMMAND[®]** es el producto que le soluciona los problemas:

- **Rápido secado al tacto** en solo 15 minutos
- **Vuelta al servicio**, listo para el tráfico en 24 horas
- **Flexible** para resistir el agrietado y el desconchado
- **Fórmula resistente al bloqueo**, no pegajosa
- **Aplicación a baja temperatura**, hasta a 35°F
- **Adhesión firme**, se pega a la mayoría de los sustratos difíciles de recubrir

COMMAND DA RESULTADOS.



V392



V390

COMMAND[®] es una solución extremadamente duradera, de un componente, para múltiples sustratos para ayudarle a ahorrar tiempo y encarar muchos tipos de trabajos con confianza. Este esmalte de uretano acrílico, resistente a los rayos UV, para interiores y exteriores ofrece una fuerte adhesión y resistencia superior a la abrasión, en una variedad de sustratos, y es ideal para aplicaciones de mantenimiento de instalaciones y administración de propiedades, donde son necesarias mínimas interrupciones y rápida vuelta al servicio.

Use en: Tablarroca, pasamanos, estantería, puertas, pisos, escaleras, rampas, marcadores de seguridad, gabinetes, toldos y pisos de concreto (sujeto a tráfico pedestres y de montacargas)*

Ideal para: Mantenimiento de instalaciones, administración de propiedades, producción de fabricante de equipos originales, proyectos comerciales

CÓDIGO DEL PRODUCTO	BRILLO/ACABADO	COLORES	BASES	VOLUMEN DE SÓLIDOS	TIEMPO DE SECADO ¹	COBERTURA ²	ESPESOR DE PELÍCULA SECA	RANGO DE VOL.
V392	Satinado (20-30 a 60°)	Blanco, Negro, Tono Bronce	1-4	40.3 ± 1.0%	Al tacto: 15 minutos	350-450 pies cuadrados	1.4-1.9 (mils)	< 150 g/L
V390	Brillante (80+ a 60°)	Blanco, Negro, Amarillo de Seguridad, Rojo de Seguridad		36.5 ± 1.0%	Repintado: 1 hora		1.3-1.7 (mils)	< 150 g/L

¹Tiempo de secado a 77°F (25°C) a 50% HR. ²Cobertura teórica de un galón al espesor de película recomendado (pies cuadrados).

*Siempre vea las instrucciones de preparación adecuadas en la Ficha de Datos Técnicos (Technical Data Sheet, TDS).

Las Hojas de Datos de Seguridad (Safety Data Sheets, SDS) y las Fichas de Datos Técnicos (TDS) están disponibles en benjaminmoore.com.



Benjamin Moore es un orgulloso miembro del Consejo de Edificios Ecológicos de EE. UU. (U.S. Green Building Council), una organización sin fines de lucro de líderes de la industria de la construcción, que trabaja para construir edificios responsables con el medio ambiente, rentables y saludables para las personas.

Comuníquese con su representante de Benjamin Moore para averiguar más información sobre Corotech[®] COMMAND[®] y la ventaja Benjamin Moore. Para hallar un representante en su área o una tienda minorista cerca de usted, visite benjaminmoore.com o llame al 1-866-708-9180.

Benjamin Moore[®]

GENNEX[™]
TECNOLOGÍA DEL COLOR

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COMMAND®

WATERBORNE ACRYLIC URETHANE GLOSS V390

Features

- For light-to-moderate industrial, commercial and select residential use
- Interior/Exterior use
- Low temperature application
- Block resistant
- Multi-surface application
- Fast return-to-service

Recommended For

Galvanized and other non-ferrous metals, concrete, masonry, wood, fiberglass, in addition to properly prepared ferrous metals, drywall and plaster. Corotech® COMMAND® is designed for use on handrails, shelving, doors, floors, stairs, ramps, safety markers, curbs, cabinets, awnings, shutters, molding, piping, and more.

General Description

Corotech® COMMAND® is an extremely durable, single-component, multi-substrate solution to help you save time and tackle multiple jobs with confidence. This interior/exterior, UV-resistant acrylic urethane enamel provides superior adhesion and abrasion resistance on a variety of substrates, and is ideal for facility maintenance and property management applications where minimal maintenance disruptions and quick returns to service are required.

Limitations

- Do not apply if material, substrate or ambient temperature is below 35 °F (1.7 °C). Relative humidity should be below 90%
- Not intended as a whole house exterior paint over wood
- Not for immersion service
- Not recommended for coating over Kynar® or similar finishes
- When applying over caulk, test a small area for compatibility

Product Information

Colors — Standard:

White (01), Safety Yellow (10), Safety Red (20), Black (80)

— Tint Bases:

Benjamin Moore® Gennex® bases 1X, 2X, 3X & 4X

— Special Colors:

Contact your retailer

Certification & Qualifications:

The products supported by this data sheet contain a maximum of 150 grams per liter VOC / VOS (1.25 lbs. /gal.) excluding water & exempt solvents.

Masters Painters Institute MPI # 164

VOC REGION	COMPLIANT
FEDERAL	YES
OTC	YES
OTCII	NO
CARB	YES
CARB07	NO
UTAH	NO
AZMC	YES
SCAQMD	NO

Technical Assistance:

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com

Technical Data◇

Base 1

Vehicle Type	Acrylic Urethane
Pigment Type	Titanium Dioxide
Volume Solids	36.5 ± 2%
Coverage per Gallon at Recommended Film Thickness	350 – 450 Sq. Ft.
Recommended Film Thickness	– Wet 3.7 – 4.7 mils – Dry 1.3 – 1.7 mils
Depending on surface texture and porosity	
	– Tack Free 15 Minutes
Dry Time @ 77 °F (25 °C) @ 50% RH	– Block-Resistant 1 Hour – To Recoat 1 Hour – Return to Service 24 Hours
High humidity and cool temperatures will result in longer dry, recoat and service times.	
Dries By	Evaporation
Viscosity	87 ± 3 KU
Flash Point	200 °F or Greater (TT-P-141, Method 4293)
Gloss / Sheen	Gloss (80+ @ 60°)
Surface Temperature at Application	– Min. 35 °F – Max. 100 °F
Thin With	Water
Clean Up Thinner	Warm, Soapy Water
Weight Per Gallon	10.2 lbs.
Storage Temperature	– Min. 40 °F – Max. 95 °F

Volatile Organic Compounds (VOC)

146 Grams/Liter 1.21 Lbs./Gallon

COMMAND® Waterborne Acrylic Urethane Gloss V390

Surface Preparation

Prior to painting any surface, remove all grease, dirt and other surface contamination by applying a solution of Corotech® Oil & Grease Emulsifier V600. Remove all remaining loose paint, rust and mill scale via Hand Tool Cleaning (SSPC-SP2) or Power Tool cleaning (SSPC-SP3). Fill holes and cracks and sand smooth. Glossy surfaces must be fully deglossed. Moderate to heavily rusted areas must be thoroughly prepared and active rust should be properly removed. When using COMMAND® over caulk, test a small area and check after approximately 30 minutes for compatibility before painting the entire surface.

Ferrous Metal: Remove any active rusted areas according to the surface preparation instructions. Apply one coat of Corotech® Acrylic Metal Primer V110 prior to top coating.

Non-Ferrous Metal (Galvanized & Aluminum): Galvanized steel normally comes from the mill chemically treated or passivated, to prevent white rusting or oxidation of the galvanized surface during the time it is being stored or shipped to the job site. Due to this, the surface must be thoroughly cleaned with Corotech® Oil & Grease Emulsifier V600 or solvent wiping in accordance with SSPC-SP1 prior to coating. Prime properly prepared surfaces with Acrylic Metal Primer V110, Waterborne Bonding Primer V175 or apply 1-2 coats of COMMAND® direct.

Wood Surfaces: For best results, prime bare spots and new wood with a quality acrylic primer. Apply one or two finish coats of COMMAND® as needed. COMMAND® can also be used as a self-sealing topcoat, however, may dry to an uneven finish on some species of wood.

Dry Wall and Plaster: Prime new drywall and fully cured plaster with a quality acrylic primer. Apply one or two finish coats as needed.

Concrete Surfaces: Allow new concrete to age for a minimum of 30 days. New or old unpainted concrete should be etched with a concrete etch solution and then rinsed thoroughly with water. Be sure to follow the manufacturer's instructions when mixing and using solution. (Protect skin and eyes by wearing rubber gloves and goggles.) Rinse surface thoroughly with clean water. Allow surface to dry completely before coating. Old painted concrete should be fully cleaned and sanded if necessary.

Glossy Surfaces/Alkyd Finishes: Glossy surfaces and/or existing alkyd finishes, must be deglossed to obtain a surface profile prior to coating. The preferred method is thoroughly sanding the surface area. Areas that cannot be properly deglossed should be primed with Corotech® Waterborne Bonding Primer V175 prior to finish coating.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead

Application

Mixing of Paint: Stir thoroughly before and occasionally during use. For best application results, apply generously going from unpainted into painted areas.

Thin with sparingly with water if needed.

Airless Spray:

Tip range between .015 and .019.

Total fluid output pressure at tip should not be less than 2400 psi.

Air Spray (Pressure Pot):

DeVilbiss MBC or JGA gun, with 704 or 765 air cap and Fluid Tip E.

Brush: Synthetic Bristle only.

Roller: ½" nap or finer for smooth surfaces.

NOTE: Do not allow material to remain in hoses, gun or spray equipment. Thoroughly flush all equipment with recommended thinner. Do not apply if material, substrate or ambient temperature is below 35 °F (1.7 °C). Relative humidity should be below 90%. Do not apply if within 5 degrees of dew point or if rain is expected within 4 hours of application.

Clean Up

Clean with warm, soapy water.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.**

Environmental Health & Safety Information

WARNING!

CAUTION: All floor coatings may become slippery when wet. Where non-skid characteristics are desired, use an appropriate anti-slip aggregate.

Possible birth defect hazard. Contains, **Carbamic acid, 1H-benzimidazol-2-yl-, methyl ester** and **Trimethylolpropane**, which may cause birth defects based on animal data.

Use only with adequate ventilation. Do not breathe vapors, spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. May cause allergic skin reaction. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING: Cancer and Reproductive Harm—
www.P65warnings.ca.gov

WARNING: This product contains isothiazolinone compounds at levels of <0.1%. These substances are biocides commonly found in most paints and a variety of personal care products as a preservative. Certain individuals may be sensitive or allergic to these substances, even at low levels.

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under "Clean Up".

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING**

**Refer to Safety Data Sheet for additional
health and safety information.**



COMMAND®

WATERBORNE ACRYLIC URETHANE SATIN V392

Features

- For light-to-moderate industrial, commercial and select residential use
- Interior/Exterior use
- Low temperature application
- Block resistant
- Multi-surface application
- Fast return-to-service
- Satin finish

Recommended For

Galvanized and other non-ferrous metals, concrete, masonry, wood, fiberglass, in addition to properly prepared ferrous metals, drywall and plaster. Corotech® COMMAND® is designed for use on handrails, shelving, doors, floors, stairs, ramps, safety markers, curbs, cabinets, awnings, shutters, molding, piping, and more.

General Description

Corotech® COMMAND® is an extremely durable, single-component, multi-substrate solution to help you save time and tackle multiple jobs with confidence. This interior/exterior, UV-resistant acrylic urethane enamel provides superior adhesion and abrasion resistance on a variety of substrates and is ideal for facility maintenance and property management applications where minimal maintenance disruptions and quick returns to service are required.

Limitations

- Do not apply if material, substrate or ambient temperature is below 35 °F (1.7 °C). Relative humidity should be below 90%
- Not intended as a whole house exterior paint over wood
- Not for immersion service
- Not recommended for coating over Kynar® or similar finishes
- When applying over caulk, test a small area for compatibility

Product Information

Colors — Standard:

White (01), Bronzetone (62), Black (80)

— Tint Bases:

Benjamin Moore® Gennex® bases 1X, 2X, 3X & 4X

— Special Colors:

Contact your retailer

Certification & Qualifications:

The products supported by this data sheet contain a maximum of 150 grams per liter VOC / VOS (1.25 lbs. /gal.) excluding water & exempt solvents.

Masters Painters Institute MPI # 161

Perm rating per ASTM D1653
Method A: 4.01 perms
Method B: 28.1 perms

VOC REGION	COMPLIANT
FEDERAL	YES
OTC	YES
OTCII	NO
CARB	YES
CARB07	NO
UTAH	NO
AZMC	YES
SCAQMD	NO

Technical Assistance:

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com

Technical Data

Base 1

Vehicle Type	Acrylic Urethane
Pigment Type	Titanium Dioxide
Volume Solids	40.5 ± 1.0%
Coverage per Gallon at Recommended Film Thickness	350 – 450 Sq. Ft.
Recommended Film Thickness	– Wet 3.5 – 4.7 mils – Dry 1.4 – 1.9 mils
Depending on surface texture and porosity	
	– Tack Free 15 Minutes
	– Block-Resistant 1 Hour
	– To Recoat 1 Hour
	– Return to Service 24 Hours
High humidity and cool temperatures will result in longer dry, recoat and service times.	
Dries By	Evaporation
Viscosity	87 ± 3 KU
Flash Point	200 °F or Greater (TT-P-141, Method 4293)
Gloss / Sheen	Satin (20 – 30 @ 60°)
Surface Temperature at Application	– Min. 35 °F – Max. 100 °F
Thin With	Water
Clean Up Thinner	Warm, Soapy Water
Weight Per Gallon	10.7 lbs.
Storage Temperature	– Min. 40 °F – Max. 95 °F

Volatile Organic Compounds (VOC)

148 Grams/Liter 1.23 Lbs./Gallon

COMMAND® Waterborne Acrylic Urethane Satin V392

Surface Preparation

Prior to painting any surface, remove all grease, dirt and other surface contamination by applying a solution of Corotech® Oil & Grease Emulsifier V600. Remove all remaining loose paint, rust and mill scale via Hand Tool Cleaning (SSPC-SP2) or Power Tool cleaning (SSPC-SP3). Fill holes and cracks and sand smooth. Glossy surfaces must be fully deglossed. Moderate to heavily rusted areas must be thoroughly prepared and active rust should be properly removed. When using COMMAND® over caulk, test a small area and check after approximately 30 minutes for compatibility before painting the entire surface.

Ferrous Metal: Remove any active rusted areas according to the surface preparation instructions. Apply one coat of Corotech® Acrylic Metal Primer V110 prior to top coating.

Non-Ferrous Metal (Galvanized & Aluminum): Galvanized steel normally comes from the mill chemically treated or passivated, to prevent white rusting or oxidation of the galvanized surface during the time it is being stored or shipped to the job site. Due to this, the surface must be thoroughly cleaned with Corotech® Oil & Grease Emulsifier V600 or solvent wiping in accordance with SSPC-SP1 prior to coating. Prime properly prepared surfaces with Acrylic Metal Primer V110, Waterborne Bonding Primer V175 or apply 1-2 coats of COMMAND® direct.

Wood Surfaces: For best results, prime bare spots and new wood with a quality acrylic primer. Apply one or two finish coats of COMMAND® as needed. COMMAND® can also be used as a self-sealing topcoat, however may dry to an uneven finish on some species of wood.

Dry Wall and Plaster: Prime new drywall and fully cured plaster with a quality acrylic primer. Apply one or two finish coats as needed.

Concrete Surfaces: Allow new concrete to age for a minimum of 30 days. New or old unpainted concrete should be etched with a concrete etch solution and then rinsed thoroughly with water. Be sure to follow the manufacturer's instructions when mixing and using solution. (Protect skin and eyes by wearing rubber gloves and goggles.) Rinse surface thoroughly with clean water. Allow surface to dry completely before coating. Old painted concrete should be fully cleaned and sanded if necessary.

Glossy Surfaces: Glossy surfaces must be deglossed to obtain a surface profile prior to coating. The preferred method is thoroughly sanding the surface area. Areas that cannot be properly deglossed should be primed with Corotech® Waterborne Bonding Primer V175 prior to finish coating.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead

Application

Mixing of Paint: Stir thoroughly before and occasionally during use. For best application results, apply generously going from unpainted into painted areas.

Thin with sparingly with water if needed.

Airless Spray:

Tip range between .015 and .019.

Total fluid output pressure at tip should not be less than 2400 psi.

Air Spray (Pressure Pot):

DeVilbiss MBC or JGA gun, with 704 or 765 air cap and Fluid Tip E.

Brush: Synthetic Bristle only.

Roller: ½" nap or finer for smooth surfaces.

NOTE: Do not allow material to remain in hoses, gun or spray equipment. Thoroughly flush all equipment with recommended thinner. Do not apply if material, substrate or ambient temperature is below 35 °F (1.7 °C). Relative humidity should be below 90%. Do not apply if within 5 degrees of dew point or if rain is expected within 4 hours of application.

Clean Up

Clean with warm, soapy water.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.**

Environmental Health & Safety Information

WARNING!

CAUTION: All floor coatings may become slippery when wet. Where non-skid characteristics are desired, use an appropriate anti-slip aggregate.

Possible birth defect hazard. Contains, Carbamic acid, 1H-benzimidazol-2-yl-, methyl ester, which may cause birth defects based on animal data.

Use only with adequate ventilation. Do not breathe vapors, spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. May cause allergic skin reaction. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING: Cancer and Reproductive Harm—
www.P65warnings.ca.gov

WARNING: This product contains isothiazolinone compounds at levels of <0.1%. These substances are biocides commonly found in most paints and a variety of personal care products as a preservative. Certain individuals may be sensitive or allergic to these substances, even at low levels.

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under "Clean Up".

KEEP OUT OF REACH OF CHILDREN PROTECT FROM FREEZING

**Refer to Safety Data Sheet for additional
health and safety information.**



LATEX DRY FALL EGGSHELL 396

Features

- Overspray settles as dry powder (10 ft.)
- Minimal surface preparation
- Excellent hide
- Fast dry for quick recoat

Recommended For

- For commercial and residential applications
- For spray application to interior ceilings, walls and structural members in commercial and institutional buildings. Overspray dries to dust before reaching the floor.

General Description

This fast dry interior latex is designed to provide superior hiding and allow for minimal surface preparation. The dry fall qualities of this product cause the overspray to settle as a dry powder in approximately 10 feet of fall.

Limitations

- May be applied when surface and air temperatures are between 50 °F and 90 °F (10 °C and 32.2 °C)
- Spray application only.
- Not for high corrosion areas
- Not for high abuse areas
- Not for areas with very high humidity
- Air movement, temperature and humidity will affect the dry fall

Product Information	
Colors — Standard: White (01)	Technical Data[◇]
— Tint Bases: Benjamin Moore® Gennex® Pastel Base 1X	White Vehicle Type Acrylic Pigment Type Titanium Dioxide Volume Solids 31 ± 1% Coverage per Gallon at Recommended Film Thickness 375 – 475 Sq. Ft. Recommended Film Thickness — Wet 4 mils — Dry 1.2 mils Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint. Dry Time @ 77 °F (25 °C) @ 50% RH — Tack Free 1 Hour — To Recoat 2 Hours High humidity and cool temperatures will result in longer dry, recoat and service times. Dries By Evaporation Viscosity 85 – 90 KU Flash Point 200°F or greater (TT-P-141, Method 4293) Gloss / Sheen Eggshell (20 – 30 @ 85°) Surface Temperature at Application — Min. 50 °F — Max. 90 °F Thin With Not Recommended Clean Up Thinner Warm, Soapy Water Weight Per Gallon 10.3 lbs. Storage Temperature — Min. 50 °F — Max. 90 °F
Certifications & Qualifications: VOC compliant in all regulated areas Qualifies for LEED® v4 Credit Qualifies for CHPS low emitting credit (Collaborative for High Performance Schools) CDPH v1 Emission Certified Master Painters Institute MPI # 155	Volatile Organic Compounds (VOC) 43 Grams/Liter 0.3 Lb./Gallon
Technical Assistance Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com	

[◇] Reported values are for White. Contact Benjamin Moore for values of other bases or colors

Latex Dry Fall Eggshell 396

Surface Preparation

Previously Painted or Primed Surfaces: Ensure that the surface is clean, dry, and free from oil, grease, dirt, salts, and any other contaminants. All blistered and loose paint must be removed. All bare surfaces should be appropriately primed. Consult your retailer. Glossy surfaces should be roughened before recoating.

Factory Primed or Finished Interior Metal Roof Deck: These surfaces may be hard, slick and contain silicone or other ingredients to prevent blocking. The surface can pose adhesion and fish-eye problems especially for acrylic coatings. Always apply a test patch to confirm suitability before completing the entire project. Allow paint to dry at least 3 days before testing adhesion. Be sure decking manufacturer certifies the deck is paintable.

Concrete and Masonry: Remove all loose particles, laitance, oil, grease, form release agents, and any other contaminants. New concrete and masonry must be allowed to cure for a minimum of 30 days. Before painting, roughen the surface by abrasive blasting, acid etching, or scarifying.

Wood: Ensure the wood is clean and dry. Sand all rough areas to a smooth appearance. Seal all knots, sap streaks, and pitch stains with an appropriate stain-sealing primer.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Application

This product is best applied with airless spray equipment. Mix product thoroughly stirring before use. For best results, test dry fall distance and follow surface preparation instructions prior to applying product. Changes in application equipment, pressures and/or tip sizes may be required as a result of changes in ambient temperatures or conditions. Dry fall characteristics are dependent on the degree of air movement and will be adversely affected at temperatures below 70°F (21°C) and relative humidity greater than 50%. Reduction will adversely affect the dry fall characteristics of the product. Overspray may adhere to hot surfaces; protection of some equipment may be required.

Spray, Airless: Fluid Pressure — 1,800 to 3,000 PSI;
Tip — .013 - .019 Orifice

Thinning/Clean Up

Clean all equipment immediately after use with clean, fresh water. Spray equipment should be given a final rinse with mineral spirits to prevent rusting or follow state/local guidelines on solvent use or follow state/local guidelines on solvent use.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry, empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.**

Environmental Health & Safety Information

Use only with adequate ventilation. Do not breathe spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING Cancer and Reproductive Harm—
www.P65warnings.ca.gov

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL — Absorb with inert material and dispose of as specified under "Clean Up".

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING**

**Refer to Safety Data Sheet for additional
health and safety information.**



LATEX DRY FALL SEMI-GLOSS 397

Features

- Overspray settles as dry powder (10 ft.)
- Minimal surface preparation
- Excellent hide
- Fast dry for quick recoat

Recommended For

- For commercial and residential applications
- For spray application to interior ceilings, walls and structural members in commercial and institutional buildings. Overspray dries to dust before reaching the floor

General Description

This fast dry interior latex is designed to provide superior hiding and allow for minimal surface preparation. The dry fall qualities of this product cause the overspray to settle as a dry powder in approximately 10 feet of fall. Can be tinted with up to 2oz per gallon of Benjamin Moore® Gennex® colorants

Limitations

- May be applied when surface and air temperatures are between 50 °F and 90 °F (10 °C and 32.2 °C)
- Spray application only
- Not for high corrosion areas
- Not for high abuse areas
- Not for areas with very high humidity
- Air movement, temperature and humidity will affect the dry fall

Product Information	
Colors — Standard: White (01)	Technical Data◊
— Tint Bases: Benjamin Moore® Gennex® Pastel Base 1X	White Vehicle Type Acrylic Pigment Type Titanium Dioxide Volume Solids 38 ± 1.0% Coverage per Gallon at Recommended Film Thickness 375 – 475 Sq. Ft. Recommended Film Thickness – Wet 3.8 mils – Dry 1.4 mils
— Special Colors: Contact your Benjamin Moore® retailer.	Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.
Certifications & Qualifications: VOC compliant in all regulated areas Qualifies for LEED® v4 Credit Qualifies for CHPS low emitting credit (Collaborative for High Performance Schools) CDPH v1 Emission Certified Master Painters Institute MPI # 226	Dry Time @ 77 °F (25 °C) @ 50% RH – Tack Free 1 Hour – To Recoat 4 Hours High humidity and cool temperatures will result in longer dry, recoat and service times.
Technical Assistance Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com	Dries By Evaporation Viscosity 70 – 80 KU Flash Point 200°F or greater (TT-P-141, Method 4293) Gloss / Sheen Semi-Gloss (30 – 40 @ 60°) Surface Temperature at Application – Min. 50 °F – Max. 90 °F Thin With Not Recommended Clean Up Thinner Warm, Soapy Water Weight Per Gallon 10.3 lbs. Storage Temperature – Min. 50 °F – Max. 90 °F Volatile Organic Compounds (VOC) 43 Grams/Liter 0.36 Lbs./Gallon

◊ Reported values are for White. Contact Benjamin Moore for values of other bases or colors

Latex Dry Fall Semi-Gloss 397

Surface Preparation

Previously Painted or Primed Surfaces: Ensure that the surface is clean, dry, and free from oil, grease, dirt, salts, and any other contaminants. All blistered and loose paint must be removed. All bare surfaces should be appropriately primed. Consult your retailer. Glossy surfaces should be roughened before recoating.

Factory Primed or Finished Interior Metal Roof Deck: These surfaces may be hard, slick and contain silicone or other ingredients to prevent blocking. The surface can pose adhesion and fish-eye problems especially for acrylic coatings. Always apply a test patch to confirm suitability before completing the entire project. Allow paint to dry at least 3 days before testing adhesion. Be sure decking manufacturer certifies the deck is paintable.

Concrete and Masonry: Remove all loose particles, laitance, oil, grease, form release agents, and any other contaminants. New concrete and masonry must be allowed to cure for a minimum of 30 days. Before painting, roughen the surface by abrasive blasting, acid etching, or scarifying.

Wood: Ensure the wood is clean and dry. Sand all rough areas to a smooth appearance. Seal all knots, sap streaks, and pitch stains with an appropriate stain-sealing primer.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Application

This product is best applied with airless spray equipment. Mix product thoroughly stirring before use. For best results, test dry fall distance and follow surface preparation instructions prior to applying product. Changes in application equipment, pressures and/or tip sizes may be required as a result of changes in ambient temperatures or conditions. Dry fall characteristics are dependent on the degree of air movement and will be adversely affected at temperatures below 70°F (21°C) and relative humidity greater than 50%. Reduction will adversely affect the dry fall characteristics of the product. Overspray may adhere to hot surfaces; protection of some equipment may be required.

Spray, Airless: Fluid Pressure — 1,800 to 3,000 PSI;
Tip — .013 - .019 Orifice

Thinning/Clean Up

Clean all equipment immediately after use with clean, fresh water. Spray equipment should be given a final rinse with mineral spirits to prevent rusting or follow state/local guidelines on solvent use or follow state/local guidelines on solvent use.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry, empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.**

Environmental Health & Safety Information

Use only with adequate ventilation. Do not breathe spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING Cancer and Reproductive Harm—
www.P65warnings.ca.gov

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL — Absorb with inert material and dispose of as specified under "Clean Up".

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING**

**Refer to Safety Data Sheet for additional health
and safety information.**

General Description

A high-performance, one-component latex coating engineered to deliver outstanding performance and protection for high-traffic, commercial spaces. The Semi-Gloss finish offers a unique blend of toughness and flexibility, rather than just relying on a hard surface, which can be more brittle and subject to chipping. In addition to the superior scuff-resistance, this finish features proprietary CHIP-TECH® chip-resistant technology engineered to withstand the glancing blows and irregular hits that elevator doors, trim, and columns receive on a daily basis.

- Innovative and patented scuff-resistance formula
- Superior durability
- Proprietary and patented CHIP-TECH® technology
- Superior block-resistance

Usage

Ideal for use on elevator doors, door jambs, trim and base boards, columns, window trim, hallways and stairwells, and other high-traffic commercial areas, including hospitality venues, educational institutions, healthcare facilities, corporate establishments and retail environments. For use on primed or previously painted drywall, plaster, wood, metal and wallpapered surfaces.

Colors	White (01)
Bases	Gennex® Bases 1X – 4X
Colorant System	Gennex®

Technical Data / Base 1

Vehicle	Proprietary Acrylic Copolymer	
Pigment	Titanium Dioxide	
Volume Solids	37.6 ± 2%	
Spread Rate Per Gallon	400 – 450 Sq. Ft.	
Recommended	Wet:	3.6 – 4.0 mils
Film Thickness	Dry:	1.3 – 1.5 mils
Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.		
Dry Time @ 77 °F (25 °C) @ 50% RH	To Touch:	2 hours
	To Recoat:	4 hours
Painted surfaces can be washed after two weeks. High humidity and cool temperatures will result in longer dry, recoat and service times.		
Surface Temperature	Min:	50 °F
During Application	Max:	90 °F
Viscosity	97 ± 4 KU	
Flash Point	None	
Sheen / Gloss	40 – 60 @ 60°	
Clean Up	Water	
Thinner	refer to page 2	
Weight Per Gallon	10.8 lbs.	
Storage Temperature	Min:	40 °F
	Max:	90 °F
VOC	37.6 g/L	0.31 lbs./gallon

Primer Systems

New surfaces should be fully primed, and previously painted surfaces may be primed or spot primed as necessary. For best hiding results, tint the primer to the approximate shade of the finish coat, especially when a significant color change is desired.

Special Note: Certain custom colors may require a Deep Base Primer tinted to a special prescription formula to achieve the desired color. Ask your retailer about our special purpose primers if the surface to be painted is water stained, smoke damaged, grease stained or very slick.

Wood, and engineered wood products:

Ultra Spec® 500 Interior Latex Primer (N534) or Fresh Start® Undercoater and Primer/Sealer (032)

Bleeding Woods (Redwood, Cedar, etc.):

Fresh Start® Undercoater and Primer/Sealer (032) or Fresh Start® High-Hiding All Purpose Primer (046)

Drywall:

Ultra Spec® 500 Interior Latex Primer (N534) or this product

Plaster (Cured):

Ultra Spec® 500 Interior Latex Primer (N534) or Fresh Start® High-Hiding All Purpose Primer (046)

Rough or Pitted Masonry:

Ultra Spec® Masonry Interior/Exterior High Build Block Filler (571)

Smooth Poured or Pre-cast Concrete:

Ultra Spec® Masonry Interior / Exterior 100% Acrylic Masonry Sealer (608)

Ferrous Metal (Steel and Iron):

Ultra Spec® HP Acrylic Metal Primer (HP04) or Super Spec HP® Alkyd Metal Primer (P06)

Non-Ferrous Metal (Galvanized & Aluminum):

All new metal surfaces must be thoroughly cleaned with Corotech® Oil & Grease Emulsifier (V600) to remove contaminants. New shiny non-ferrous metal surfaces that will be subject to abrasion should be dulled with very fine sandpaper or a synthetic steel wool pad to promote adhesion. Ultra Spec® HP Acrylic Metal Primer (HP04)

Repaint, All Substrates:

Prime bare areas with the primer recommended above for the substrate.

Limitations

- Do not paint when air or surface temperature is below 50 °F (10 °C).

Compliance & Certifications

OTC	✓
OTC II	✓
CARB	✓
CARB07	✓
CARB19	✓
UTAH	✓
AZMC	✓
SCAQMD	✓

Eligible for LEED® v4

CDPH Emissions Certified

Eligible for CHPS low emitting credit
(Collaborative for High Performance Schools)

Class A (0-25) over non-combustible surfaces when tested in accordance with ASTM E-84

Suitable for use in USDA inspected facilities

Anti-microbial - This product contains agents which inhibit the growth of microbes on the surface of this paint film. This product contains antimicrobial additives that inhibit the growth of mold and mildew on the surface of the paint film.

Technical Assistance

Available through your local authorized independent Benjamin Moore retailer.

call 1-866-708-9180
visit www.benjaminmoore.com

Surface Preparation

Surfaces to be painted must be clean, dry, and free of dirt, dust, grease, oil, soap, wax, scaling paint, water soluble materials, and mildew. Remove any peeling or scaling paint and sand these areas to feather edges smooth with adjacent surfaces. Glossy areas should be dulled. Drywall surfaces must be free of sanding dust.

New plaster or masonry surfaces must be allowed to cure (30 days) before applying base coat. Cured plaster should be hard, have a slight sheen and maximum pH of 10; soft, porous or powdery plaster indicates improper cure. Never sand a plaster surface; knife off any protrusions and prime plaster before and after applying patching compound. Poured or pre-cast concrete with a very smooth surface should be etched or abraded to promote adhesion after removing all form release agents and curing compounds. Remove any powder or loose particles before priming.

Difficult Substrates: Benjamin Moore offers a variety of specialty primers for use over difficult substrates such as plaster, bleeding woods, grease stains, crayon markings, hard glossy surfaces, galvanized metal or other substrates where paint adhesion or stain suppression is a particular problem. Your Benjamin Moore® retailer or architectural representative can recommend the right problem-solving primer for your special needs.

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Application

Stir thoroughly before and during use. Apply one or two coats. For best results, use a premium Benjamin Moore® custom-blended nylon/polyester brush, premium Benjamin Moore® roller, or a similar product. Apply paint generously from unpainted area into wet area. This product can also be sprayed.

Spray, Airless:

Pressure / 1,500 – 2,500 PSI

Tip / 0.013 – 0.017

Thinning/Cleaning

Conditioning with Benjamin Moore® 518 Extender may be necessary under certain conditions to adjust open time or spray characteristics.

Add 518 Extender or water - Max of 8 fl. oz. to a gallon paint
Never add other paints or solvents.

Clean Up: Wash brushes, rollers, and other painting tools in warm soapy water immediately after use. Spray equipment should be given a final rinse with mineral spirits to prevent rusting.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry, empty containers may be recycled in a can recycling program. Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.

Environmental Health & Safety Information

Use only with adequate ventilation. Do not breathe spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING: This product can expose you to chemicals including Titanium dioxide, which are known to the State of California to cause cancer, and Ethylene glycol which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65warnings.ca.gov

WARNING: This product contains isothiazolinone compounds at levels of <0.1%. These substances are biocides commonly found in most paints and a variety of personal care products as a preservative. Certain individuals may be sensitive or allergic to these substances, even at low levels.

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under "Clean up".

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING**

**Refer to Safety Data Sheet for additional
health and safety information.**



REVOLUTIONARY SINGLE-COMPONENT SCUFF-RESISTANT LATEX PAINT



ENGINEERED TO PROVIDE LONG-TERM DURABILITY IN THE MOST CHALLENGING COMMERCIAL SPACES

Benjamin Moore, the leader in color technology and innovation, engineered SCUFF-X® Interior latex paint in four ultra-durable, high-performance sheens for high-traffic commercial environments. SCUFF-X® matte, eggshell and satin protect against scuffing on walls exposed to everyday foot traffic. SCUFF-X® semi-gloss with CHIP-TECH® technology protects against chipping on trim, baseboards, columns and other surfaces exposed to irregular impacts.



BEFORE



3 months of fitting room traffic at a major clothing retailer, prior to SCUFF-X® application. (This high-traffic fitting room was maintained or re-touched on a weekly basis.)

AFTER



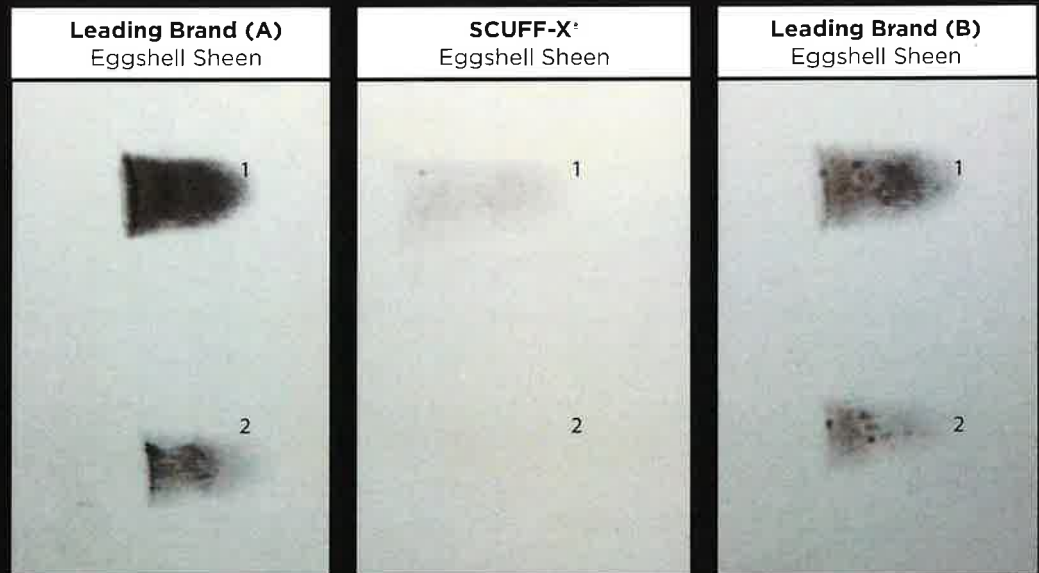
3 months of fitting room traffic at the same major clothing retailer, following SCUFF-X® application.

Representative results; actual results may vary.

SCUFF-X[®] OUTPERFORMS THE COMPETITION

Our innovative, scuff-resistant technology delivers superior protection and scuff resistance for ultimate long-term durability.

Our test results have shown that SCUFF-X[®] delivers superior scuff resistance compared to traditional high-performance, two-component coatings designed for high-traffic areas.



1) Uncleaned scuff mark 2) Scuff mark after cleaning with soap and water

Representative results; actual results may vary.

We dropped steel nuts from varying heights on surfaces painted with SCUFF-X[®] semi-gloss and a number of leading competitors. The test results visibly show that SCUFF-X[®]'s chip resistance is superior to Two-Component Polyurethane and Commercial Grade Paint and comparable with a leading Pre-Cat Epoxy.



Representative results; actual results may vary.

ULTRA SPEC SCUFF-X

KEY BENEFITS:

- Proprietary scuff-resistant formula
- Proprietary CHIP-TECH[®] chip-resistant technology (Semi-Gloss only)
- High-performance coating
- Single-component
- Withstands repeated washing
- No mixing, measuring or limited pot life
- Quick-drying for fast job turnaround
- Available in thousands of Benjamin Moore[®] colors

KEY USES:

- Hospitality venues
- Educational institutions
- Healthcare facilities
- Corporate establishments
- Retail environments



Benjamin Moore is a proud member of the U.S. Green Building Council, a nonprofit organization of building industry leaders working to make environmentally responsible, profitable, and healthy buildings.

Contact your Benjamin Moore[®] representative to learn more about SCUFF-X[®] interior latex paint—and the Benjamin Moore advantage. To find a representative in your area, visit benjaminmoore.com or call 1-866-708-9180.



SINGLE-COMPONENT LATEX COATING

SCUFF-X[®] delivers scuff resistance that is superior to two-component coatings, but without pre-mixing, short pot life and application difficulties. Our proprietary latex formula is easier to work with and cleans up with soap and water.

TOUGHER THAN SCUFF

Our proprietary scuff-resistant technology delivers outstanding performance that holds up to repeated cleaning without causing permanent damage to the paint, keeping walls and trim looking freshly painted over a longer period of time.

QUICK-DRYING FOR MINIMAL DISRUPTION AND FAST JOB TURNAROUND

SCUFF-X[®] meets the needs of professional painting contractors and facility managers. It delivers exceptional flow, leveling and coverage, and it is fast-drying for minimal disruption. SCUFF-X[®] lets you paint busy commercial spaces while they are occupied and allows for rapid returned to service.

PROTECTS TRIM AND OTHER SURFACES AGAINST CHIPPING

Only SCUFF-X[®] semi-gloss has proprietary scuff resistance and CHIP-TECH[®] technology to deliver a unique blend of toughness and flexibility to withstand direct and glancing blows on challenging commercial surfaces, including trim, door jambs, elevators, windows and columns.

FINISH	CODE	VEHICLE TYPE	VOLUME SOLIDS	DRY TIME	COVERAGE (SQ. FT.)	VOC (G/L)	SPECIFICATIONS
Matte	0484	Proprietary Acrylic Copolymer	39 ± 2%	Touch: 1 hr. Re-coat: 2-3 hrs.	350-400	<100	CDPH v1 Emission Certified
Eggshell	0485	Proprietary Acrylic Copolymer	40 ± 2%	Touch: 1 hr. Re-coat: 2-3 hrs.	350-400	<100	Eligible for LEED [®] v4 CHPS low emitting credit CDPH v1 Emission Certified
Satin	0486	Proprietary Acrylic Copolymer	39 ± 2%	Touch: 1 hr. Re-coat: 2-3 hrs.	350-400	<100	Eligible for LEED [®] v4 CHPS low emitting credit CDPH v1 Emission Certified
Semi-Gloss	0487	Proprietary Acrylic Copolymer	38 ± 2%	Touch: 2 hrs. Re-coat: 4 hrs.	350-400	<50	Eligible for LEED [®] v4 CHPS low emitting credit CDPH v1 Emission Certified

SCUFF-X[®] Safety Data Sheets (SDS) and Technical Data Sheets (TDS) available at benjaminmoore.com.



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Benjamin Moore

ULTRA SPEC

SCUFF-X[®]

EXTREME DURABILITY FOR
HIGH-TRAFFIC AREAS

CUTTING-EDGE PROTECTION AGAINST SCUFFS AND STAINS



As an innovative leader in the paint and coatings market, Benjamin Moore is proud to introduce Ultra Spec® SCUFF-X® Interior Latex Paint, engineered with proprietary scuff-resistance technology to deliver superior protection and washability in high-traffic environments. This single-component latex paint provides superior scuff resistance as compared to similar two-component coatings, without the measuring, pre-mixing, strong odor, and short pot life and application difficulties associated with such products.



HOSPITALITY VENUES

In an industry defined by exceptional customer service, extended downtimes due to painting and constant touch-ups are not an option. With its quick dry time and low-odor formula, SCUFF-X® allows high-traffic guest rooms, hallways, lobbies, stairwells and dining rooms to be painted and rapidly returned to service with minimal disruption. In busy hotels, restaurants and hospitality venues where first impressions count, scuff-resistant SCUFF-X helps keep walls in pristine condition.



EDUCATIONAL INSTITUTIONS

From dodgeball to dorm life, student activities can take a toll on primary, secondary, and higher education learning spaces. SCUFF-X® allows high-traffic corridors, lecture halls, gymnasiums, locker rooms and dormitories to be painted quickly with minimal disruption to student learning and resists scuffs and stains to keep walls looking freshly-painted. Plus, the low-odor, low-VOC formula contains antimicrobial additives to inhibit the growth of mold and mildew on the surface of the paint film and qualifies for CHPS (Collaborative for High Performance Schools) low emitting credit, for the most favorable learning environments.



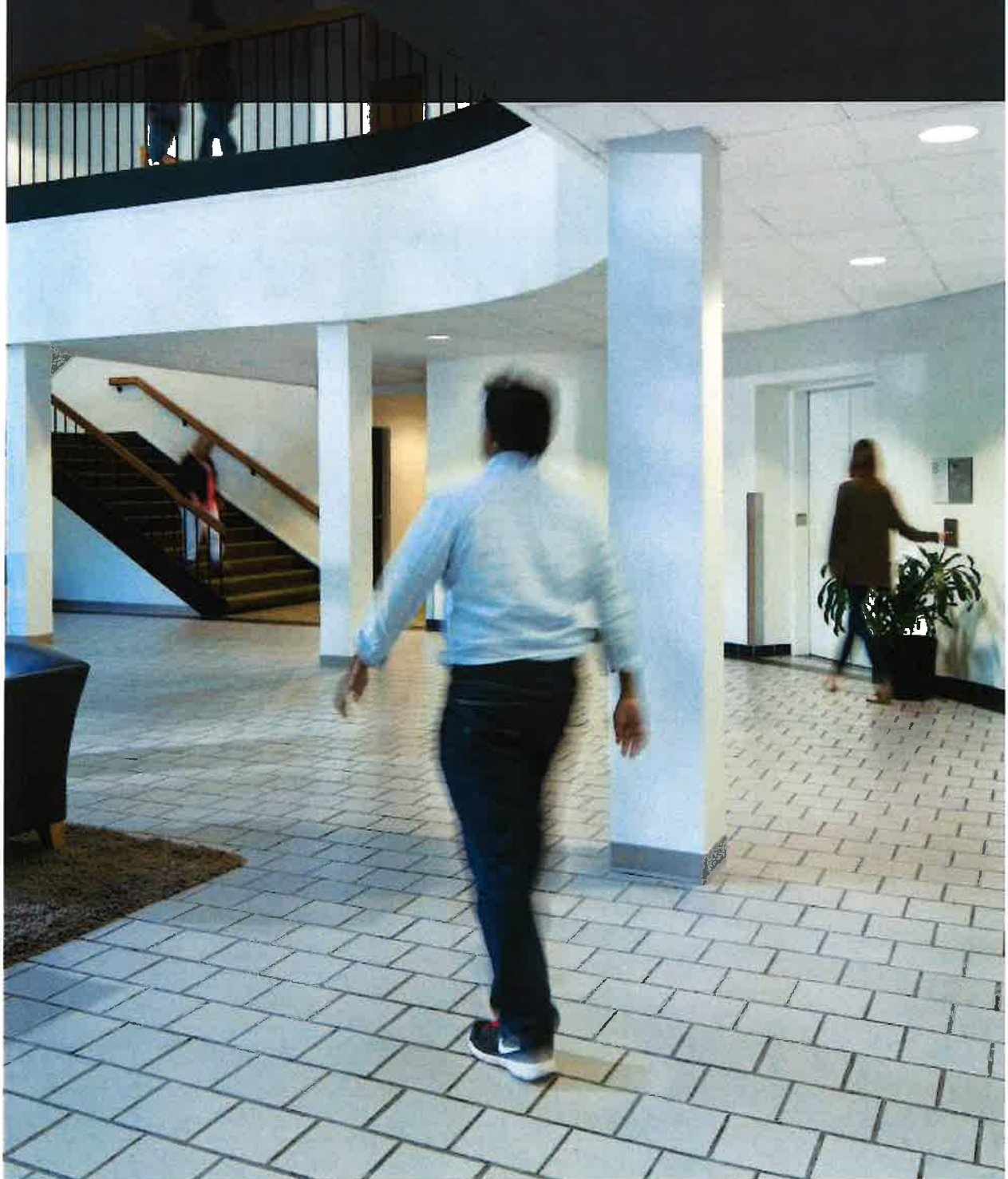
HEALTHCARE FACILITIES

For environments in which patient health is of primary concern, maintaining clean, unsoiled walls is key. SCUFF-X® resists scuffing and staining, and the proprietary formula contains antimicrobial additives to inhibit the growth of mold and mildew on the surface of the paint film, making it an ideal choice for busy waiting areas, exam rooms and laboratories in hospitals, clinics, nursing homes and therapeutic facilities. Plus, SCUFF-X is low-odor, low-VOC, and qualifies for LEED® v4 credit.



CORPORATE ESTABLISHMENTS

Time is money, and repeatedly maintaining corporate conference rooms, offices, lobbies and hallways can be both costly and time-consuming. Low-odor and fast-drying SCUFF-X® can be applied in occupied spaces that can be quickly returned to service for minimal disruption to business. Its proprietary scuff-resistant formula will continue to resist scuffs and stains long after other paints have failed, potentially yielding lower maintenance costs over time and influencing the bottom line.



RETAIL ENVIRONMENTS

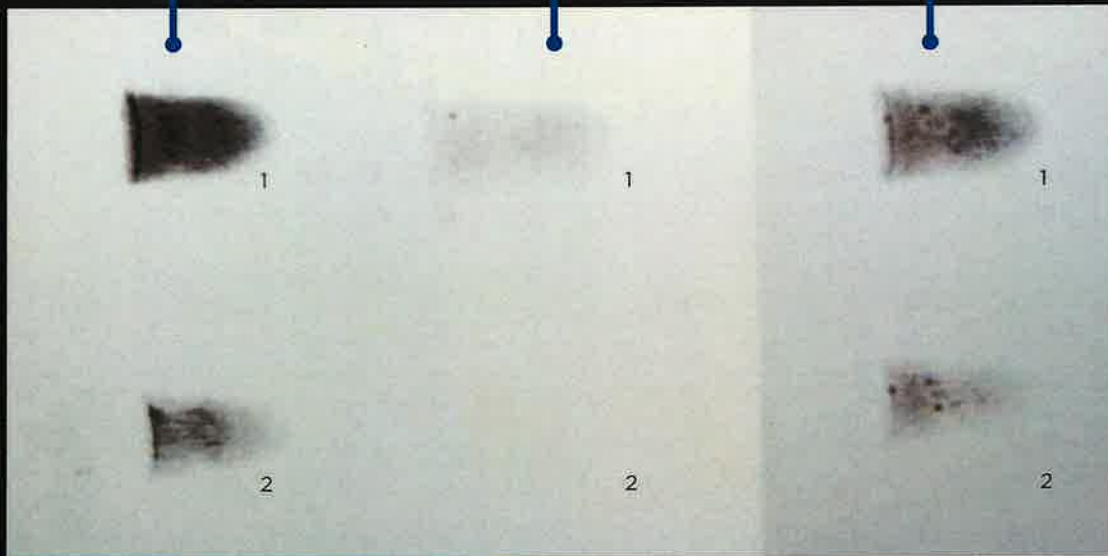
When it comes to the customer experience, a well-dressed mannequin may be as impactful as a well-dressed wall. Protect walls from unsightly scuffing caused by racks, carts and hangers with SCUFF-X®, the high-performance coating that resists scuffs and stains caused by everyday people traffic. Plus, walls wash clean with simple soap and water for minimal maintenance. SCUFF-X helps deliver the shopping experiences customers deserve.



Leading Brand (A)
Eggshell Sheen

SCUFF-X®
Eggshell Sheen

Leading Brand (B)
Eggshell Sheen



1) Uncleaned scuff mark
2) Scuff mark after cleaning with soap and water

Representative results; actual results may vary.

ULTRA SPEC® SCUFF-X® OUTPERFORMS THE COMPETITION

Our innovative, scuff-resistant technology delivers superior protection, scuff resistance and washability without damaging the paint, for ultimate long-term durability. Our test results have shown that SCUFF-X® delivers superior scuff resistance and washability as compared to leading competitive products designed for high-traffic areas.

FINISH	CODE	VEHICLE TYPE	VOLUME SOLIDS	DRY TIME	COVERAGE PER GALLON	VOC	SPECIFICATIONS
Matte	0484	Proprietary Acrylic Copolymer	39 ± 2%	Set to Touch: 1 hr. To Re-coat: 2-3 hrs.	350 - 400 sq. ft.	82	Qualifies for LEED® v4 Credit, Qualifies for CHPS low emitting credit
Eggshell	0485	Proprietary Acrylic Copolymer	40 ± 2%	Set to Touch: 1 hr. To Re-coat: 2-3 hrs.	350 - 400 sq. ft.	88	Qualifies for LEED® v4 Credit, Qualifies for CHPS low emitting credit
Satin	0486	Proprietary Acrylic Copolymer	39 ± 2%	Set to Touch: 1 hr. To Re-coat: 2-3 hrs.	350 - 400 sq. ft.	86	Qualifies for LEED® v4 Credit, Qualifies for CHPS low emitting credit

ULTRA SPEC® SCUFF-X® Safety Data Sheets (SDS) and Technical Data Sheets (TDS) available at **Benjaminmoore.com**.

KEY BENEFITS:

- Proprietary scuff-resistant formula
- Cleanable; withstands repeated washing
- No mixing, measuring, or limited pot life
- High performance, application and coverage
- Quick-drying for minimal disruption and fast job turnaround
- Qualifies for LEED® v4 credit and qualifies for CHPS low emitting credit
- Available in thousands of colors

KEY USES:

- Hallways & Stairwells
- Lobbies & Waiting Rooms
- Offices & Conference Rooms
- Gymnasiums & Locker Rooms
- Restrooms & Fitting Rooms
- Service Entrances



Benjamin Moore is a proud member of the U.S. Green Building Council, a nonprofit organization of building industry leaders working to make environmentally responsible, profitable, and healthy buildings.

Contact your Benjamin Moore® representative to learn more about ULTRA SPEC® SCUFF-X® Interior Latex Paint — and the Benjamin Moore advantage. To find a representative in your area, visit **benjaminmoore.com** or call **1-866-708-9180**.



Benjamin Moore®

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Competition Impracticable Justification Form

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



Requestor and Vendor Information	
Requestor Name DEANNE PEOBLE	Request Date 05/20/2024
Requestor Email DEANNE.PEOBLE@PINAL.GOV	Requestor Extension OR Phone # * 5238
Department Name SHERIFF	Requisition # 170233
Suggested Vendor * MASSIVE BLUE, INC.	
Estimated Yearly Amount * \$500,000.00	
Item/Service to be Purchased: * Software for anti-human trafficking	

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: *
This program provides the following that no other vendor can provide: 1) RADAR Recon Program – 24/7 monitoring of numerous web and social media platforms to provide reports of conversations, associated contact info and social profiles, prioritized leads, suspicious activity, sentiment analysis and keyword detection, 2) RADAR Virtual Task Force: development, deployment, monitoring, and reporting on a virtual task force of up to 50 AI personas across 3 investigative categories, 3) Community Connector: deployment of AOI ALLY via a custom website for text, video, image and audio submissions through a conversational interface, supplementing existing phone based tip lines.

☐ Other (includes course-specific material):

Supporting Documents Attachment (0)

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

Administration Approval Section

Department Director Approval

Dept Director Approval Name
MATTHEWT

Dept Director Response
Approved

Dept Director Approval Date
05/21/2024

Dept Director Approval Comments
APPROVED AS SUBMITTED

Dept Director Denied Comments

Procurement Officer – Review & Recommendation

Procurement Officer Approval Name
RILEYB

Procurement Officer Response
Approved

Procurement Officer Approval Date
05/22/2024

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

Procurement Officer Approval Comments
THIS IS A SOFTWARE THAT IS COMPATIBLE WITH OTHER JURISDICTIONS ALLOWING THE SEPARATE ENTITIES TO SHARE INFORMATION.

Procurement Officer Denied Comments

Procurement Manager Approval

Procurement Mgr Approval Name
ANGELINE WOODS

Procurement Mgr Response
Approved

Procurement Mgr Approval Date
05/22/2024

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

Date



Massive Blue Inc.

Overwatch Licence Fee Invoice

Date: April 26th, 2024

Invoice Number: 018

Bill To:

Pinal County Sheriff's Office

971 N. Jason Lopez Circle,

Florence, AZ 85132

Attn: Lt. Leos L23,

Description of Services:	Annual Subscription to Overwatch Platform <ul style="list-style-type: none">• RADAR Recon Program• RADAR Virtual Task Force• Community Connector• VIPs (Virtual Investigator Protection Service)
License Period:	<ul style="list-style-type: none">• May 1st, 2024 to April 30th, 2025
Total Annual Prepaid License Fee:	<ul style="list-style-type: none">• \$360,000.00
Payment Terms:	<ul style="list-style-type: none">• Payment due upon receipt
Remit to:	Massive Blue, Inc

	<p>3172 N Rainbow Blvd PMB 11525 Las Vegas, NV 89108</p> <p>Wire Details:</p> <p>Massive Blue Inc.</p> <p>Bank of America</p> <p>Account Number: 483100965264</p> <p>Routing Number: 021000322</p> <p>EIN: 93-1503145</p>
--	--

If you have any questions regarding this invoice, please contact:

Mike McGraw

mike@massiveblue.ai

917-657-0040

Thank you for your business!



Purchase Order

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

PO Number

251708

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

PO Date: 5/10/2024

Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:		
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132 Or email invoice to: FinanceInvoices@pinal.gov	PUBLIC HEALTH DEPARTMENT 119 W CENTRAL AVE SUITE C COOLIDGE AZ 85128	MERCK SHARP & DOHME CORP PO BOX 94000 PALATINE IL 60194-4000 Phone: 215 - 631-5790 Fax: 215 - 616-9085 Confirming to:		
<table><tr><td>Buyer: Brisna Canizalez, Buyer Phone: 520 - 866-6223 Email: brisna.canizalez@pinal.gov</td><td>Requested Delivery Date: 5/10/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination</td></tr></table>			Buyer: Brisna Canizalez, Buyer Phone: 520 - 866-6223 Email: brisna.canizalez@pinal.gov	Requested Delivery Date: 5/10/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
Buyer: Brisna Canizalez, Buyer Phone: 520 - 866-6223 Email: brisna.canizalez@pinal.gov	Requested Delivery Date: 5/10/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination			

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

Contract Entity APEXUS PVP 340B
Contract Number VG3064
Contract Expiry 6/30/2024

Reference: Department Contact: Beckie Jones - Beckie.Jones@pinal.gov | Anela Arciga - anela.arciga@pinal.gov |
Carey Lennon - carey.lennon@pinal.gov | pcphfinance@pinal.gov

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1	20.00	BX	00006-4121-02	Gardasil 9 10/bx	\$2,867.80	\$57,356.00
2	13.00	BX	00006-4681-00	MMR II 10/bx	\$902.39	\$11,731.07
3	4.00	BX	00006-4897-00	PedVaxHib 10/bx	\$289.54	\$1,158.16
4	13.00	BX	00006-4171-00	Proquad 10/bx	\$2,671.43	\$34,728.59
5	10.00	BX	00006-4047-41	Rotateq 10/bx	\$952.07	\$9,520.70
6	14.00	BX	00006-4827-00	Varivax 10/bx	\$1,735.68	\$24,299.52

Total Order : \$138,794.04

NOTE :

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

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

[Menu](#)

MerckVaccines.com[®](<https://www.merckvaccines.com/>)
This site is intended for US health care professionals.  0 (/cart)

[Ordering Home\(/home-page\)](#) > [Order Confirmation](#)

Thank you for your Order!

Your Order Confirmation Number is: **1000277493**

Your order has been placed. An order confirmation has been sent to brisna.canizalez@pinal.gov

Order Summary

Confirmation Number:

1000277493

Date Placed:

May 10, 2024

Order Total:

\$ 139,836.54

Order Status:

Created

Order Placed By:

Brisna Canizalez

Account: 50029488

PINAL COUNTY HEALTH DEPARTMENT
119 W CENTRAL AVE
COOLIDGE, AZ 85128-4405

Payer Address:

PINAL COUNTY HEALTH DEPARTMENT
119 W CENTRAL AVE
COOLIDGE, AZ 85128-4405

Bill-to Address:

PINAL COUNTY FINANCE
PO Box 1348
FLORENCE, AZ 85132-3027

Billing Method:

Bill My Merck Account

Balance must be paid by check or credit card per the terms of your account.

Purchase Order Number:251708

Shipping Information:

PINAL COUNTY HEALTH DEPARTMENT
119 W CENTRAL AVE
COOLIDGE, AZ 85128-4405
Attention : Beckie Jones

Shipping Preference:

Shipping Method: FREE Shipping

Add to My Product List



GARDASIL®
9(/Catalog/Vaccines---
All/GARDASIL9-0-5ML-
10X1DOSE-SYRINGE-
USA/p/000000000001030093)
(Human Papillomavirus 9-
valent Vaccine, Recombinant)
ten (10) 0.5 mL single-dose
pre-filled Luer-Lok™ syringes
with tip caps
NDC#: 00006412102

(/Catalog/Vaccines---
All/GARDASIL9-0-5ML-
10X1DOSE-SYRINGE-
USA/p/000000000001030093)

\$ 2,867.80
~~\$ 2,867.85~~
● In Stock

20
20 pkg = 200 doses

Total: \$ 57,356.00
Savings: \$ 1.00

Federal Excise Tax¹: \$150.0



M-M-R®II(/Catalog/Vaccines--
-All/M-M-R-II-0-5ML-
10X1DOSE-
VIAL/p/000000000001000990)
(Measles, Mumps, and Rubella
Virus Vaccine Live)
10 single-dose 0.5 mL vials with
diluent
NDC#: 00006468100

(/Catalog/Vaccines---All/M-M-
R-II-0-5ML-10X1DOSE-
VIAL/p/000000000001000990)

\$ 902.39
~~\$ 902.44~~
● In Stock

13
13 pkg = 130 doses

Total: \$ 11,731.07
Savings: \$ 0.65

Federal Excise Tax¹: \$292.5



PedvaxHIB®(/Catalog/Vaccines-
--All/PEDVAX-0-5ML-
10X1DOSE-
VIAL/p/000000000001000905)
[Haemophilus b Conjugate
Vaccine (Meningococcal
Protein Conjugate)]
10 single-dose 0.5 mL vials
NDC#: 00006489700

(/Catalog/Vaccines---
All/PEDVAX-0-5ML-10X1DOSE-
VIAL/p/000000000001000905)

\$ 289.54
~~\$ 289.59~~
● In Stock

4
4 pkg = 40 doses

Total: \$ 1,158.16
Savings: \$ 0.20

Federal Excise Tax¹: \$30.0



**ProQuad®(/Catalog/Vaccines--
--All/PROQUAD-RHA-0-5ML-
10X1-DOSE-VIAL-
USA/p/000000000001032065)**
**(Measles, Mumps, Rubella and
Varicella Virus Vaccine Live)**
10 single-dose 0.5 mL vials with
diluent
NDC#: 00006417100

(/Catalog/Vaccines---
All/PROQUAD-RHA-0-5ML-
10X1-DOSE-VIAL-
USA/p/000000000001032065)

\$ 2,671.43
~~\$ 2,671.48~~
● In Stock

13
13 pkg = 130 doses

Total: \$ 34,728.59
Savings: \$ 0.65

Federal Excise Tax¹: \$390.0



**RotaTaq®(/Catalog/Vaccines--
-All/ROTATEQ-2ML-
10X1DOSE-
TUBE/p/000000000001001034)**
**[Rotavirus Vaccine, Live, Oral,
Pentavalent]**
10 individually pouched single-
dose 2.0mL tubes
NDC#: 00006404741

(/Catalog/Vaccines---
All/ROTATEQ-2ML-10X1DOSE-
TUBE/p/000000000001001034)

\$ 952.07
~~\$ 952.12~~
● In Stock

10
10 pkg = 100 doses

Total: \$ 9,520.70
Savings: \$ 0.50

Federal Excise Tax¹: \$75.0



**VARIVAX®(/Catalog/Vaccines-
--All/VARIVAX-0-5ML-
10X1DOSE-
VIAL/p/000000000001001351)**
(Varicella Virus Vaccine Live)
10 single-dose 0.5 mL vials with
diluent
NDC#: 00006482700

(/Catalog/Vaccines---
All/VARIVAX-0-5ML-
10X1DOSE-
VIAL/p/000000000001001351)

\$ 1,735.68
~~\$ 1,735.73~~
● In Stock

14
14 pkg = 140 doses

Total: \$ 24,299.52
Savings: \$ 0.70

Federal Excise Tax¹: \$105.0

Subtotal: \$ 138,794.04
Minimum Order Fee: \$0.00

Shipping Cost:	\$ 0.00
Federal Excise Tax ¹ :	\$1,042.50
Sales Tax:	\$ 0.00
Order Total:	\$ 139,836.54
Your Total Savings:	\$ 3.70

[Continue Shopping](#)

Other Merck terms and conditions may apply to your order.
¹ Federal Excise Tax. For example, Federal Vaccine Injury Compensation Tax of \$0.75 applied per dose per vaccine component for pediatric vaccines.

Helpful Links

Supply Status(/_s/supply-status)	Storage and Handling(https://www.merckvaccines.com/help/storage-handling/)	Complimentary Materials(/_s/help/complimentary-materials)
Prime Distributors(https://www.merckvaccines.com/help/prime-distributors/)	Disaster Relief Returns Program(https://www.merckvaccines.com/help/disaster-relief-returns-program/)	Informational Links(https://www.merckvaccines.com/help/informational-links/)
Return Merchandise(https://www.merckvaccines.com/help/return-merchandise/)	Packaging Information Guide(https://www.merckvaccines.com/help/packaging-information-guide/)	Terms & Conditions of Sale(https://www.merckvaccines.com/wp-content/uploads/sites/8/2019/12/termsAndConditions.pdf)
Shipping Schedule(https://www.merckvaccines.com/help/shipping-schedule/)	DSCSA T3 Data(https://www.merckvaccines.com/help/dscsa-t3-data/)	Reimbursement Claims(https://www.merckvaccines.com/wp-content/uploads/sites/8/2023/12/reimbursement_co...

Contact us:

877.VAX.MERCK (877.829.6372)

More contact

options(https://www.merckvaccines.com/help/contact-us/)



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([https://www.essentialaccessibility.com/merck/?](https://www.essentialaccessibility.com/merck/?utm_source=merckhomepage&utm_medium=iconlarge&utm_term=eachannelpage&utm_content=header&utm_carr)

This site is intended for health care professionals in the United States, its territories, and Puerto Rico.

US-NON-11385 12/22

Privacy Policy(<https://www.msdprivacy.com/us/en/>)

Terms of Use(<https://www.merck.com/terms-of-use/>)

Accessibility(<https://www.msaccessibility.com>)

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340B PVP Catalog

Search for PVP Contracts, Products and Pricing




[CATALOG>](#) VG3064 - MERCK PHARMACEUTICALS



VG3064 - Merck Pharmaceuticals

Manufacturer:	Merck Sharp & Dohme LLC
Current Contract Term:	July 1, 2014 - June 30, 2024
Category:	Pharmacy
Distribution Method:	Distributed

Contract /Product Attributes 

CONTRACT INFORMATION

Contract contains [35 products](#) in the following areas:

- BRANDED PHARMACEUTICALS
- Vaccines
- Womens Health
- Purchased Services - Pharmacy

CONTACT INFORMATION

Portfolio Executive:	Rummel,Kendrick
Phone:	(469) 299-7396
Email:	kendrick.rummel@apexus.com
Address:	290 E John Carpenter Fwy, Irving , , 75062

[View All Products >](#)

CONTRACT DOCUMENTS



Download PVP Contract VG3064

[Quick Download >](#)

in .XLS Format, Current Pricing and Product Information

[Large Download >](#)

in .XLS Format, Legend Tab, Historical Pricing

N/A

Change Or Manage Your Distributor

[Manage >](#)

340B PVP Catalog Questions?

Find out more about what we do and how we can help you.

CONTACT THE SOURCING TEAM

ABOUT APEXUS

The 340B Prime Vendor Program (PVP) is a contract awarded by HRSA, which is responsible for administering the 340B Drug Pricing Program. The Prime Vendor negotiates pricing discounts with participating manufacturers, provides education and resources such as 340B University, and offers technical assistance through Apexus Answers.

[Learn More >](#)

Hot Links

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[PVP Login](#)

[340B Tools](#)

[PVP Contract Catalog](#)

[Medicaid Profiles by State](#)

[Event Calendar](#)

[Sign Up for PVP Emails](#)

Resources

[Apexus Answers](#)

[HRSA FAQs](#)

[PVP Distribution Network](#)

[Manufacturer Refund Service](#)

[Privacy Policy](#)

[Whitelist Instructions](#)

Education

[340B University](#)

[Education Roadmaps](#)

[Online Learning \(OnDemand\)](#)

[340B University OnDemand Login](#)



MERCK SHARP & DOHME LLC

Unique Entity ID FCFDA78HKKG2	CAGE / NCAGE 6B2S4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jun 25, 2024	
Physical Address 126 E Lincoln AVE Rahway, New Jersey 07065-4607 United States	Mailing Address Merck Sharp Dohme Llc UG4AB-15 351 N. Sumneytown Pike North Wales, Pennsylvania 19454 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District New Jersey 07	State / Country of Incorporation New Jersey / United States	URL (blank)

Registration Dates

Activation Date Jun 27, 2023	Submission Date Jun 26, 2023	Initial Registration Date Mar 9, 2011
--	--	---

Entity Dates

Entity Start Date May 1, 2022	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Manufacturer of Goods
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
6B2S4

Points of Contact**Electronic Business**

👤
**Mark Seris, Executive Director, Finance
Customer Contract Mgt.**

**351 N. Sumneytown Pike
Mailstop UG4AB-15
North Wales, Pennsylvania 19454
United States**

Jonathon Vega Romero, Collections Analyst, OTC
Collections

City PLACE, De La Cruz Roja
San Jose, Costa Rica 10901
Costa Rica

Government Business

👤
**Mark Seris, Executive Director, Finance
Customer Contract Mgt.**

**351 N. Sumneytown Pike
Mailstop UG4AB-15
North Wales, Pennsylvania 19454
United States**

Service Classifications**NAICS Codes**

Primary
Yes

NAICS Codes
**325412
325414**

NAICS Title
**Pharmaceutical Preparation Manufacturing
Biological Product (Except Diagnostic) Manufacturing**

Product and Service Codes

PSC
6505

PSC Name
Drugs And Biologicals

Disaster Response

This entity does not appear in the disaster response registry.



Purchase Order

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

PO Number

251665

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

PO Date: 5/3/2024

Page: 1 of 2

Mail Invoice to:	Ship to:	Supplier:		
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132 Or email invoice to: FinanceInvoices@pinal.gov	FLEET SERVICES 900 S. PINAL PARKWAY FLORENCE AZ 85132	MIDWAY CHEVROLET 2323 W BELL RD PHOENIX AZ 85023 Phone: 602 - 866-0102 Fax: 602 - 942-4837 Confirming to: Gregg Ball		
<table><tr><td>Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: maegan.queen@pinal.gov</td><td>Requested Delivery Date: 5/3/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination</td></tr></table>			Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: maegan.queen@pinal.gov	Requested Delivery Date: 5/3/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: maegan.queen@pinal.gov	Requested Delivery Date: 5/3/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination			

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

Contract Entity State of Arizona
Contract Number CTR059320
Contract Expiry 3/16/2025

Reference: Quote: 2025 Silverado CC20903

Vendor Contact: Gregg Ball 602-733-2251 gball@vtaig.com

Department Contact: Jeremy Stalter 520-866-7927 jeremy.statler@pinal.gov | Angelica Fuentes 520-866-7932 angelica.fuentes@pinal.gov

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1	2.00	EA		2025 chevy silverado 2500 animal control- white color	\$47,168.00	\$94,336.00
2	2.00	EA		solar tint glass state max %	\$195.00	\$390.00
3	2.00	EA		contract discount	(\$5,660.16)	(\$11,320.32)
4	2.00	EA		2025 model adjustment	\$1,100.00	\$2,200.00
5	2.00	EA		diamond truck body upfit	\$42,395.00	\$84,790.00
6	2.00	EA		transportation to arizona from vendor	\$1,486.00	\$2,972.00
7	2.00	EA		delivery Pinal County Fleet	\$135.00	\$270.00
8		LS		sales tax	\$0.00	\$14,481.70
9	2.00	EA		tire tax	\$5.00	\$10.00

Total Order : \$188,129.38

NOTE :

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

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



ARIZONA STATE CONTRACT VEHICLE QUOTE

STATE CONTRACT #	CTRO59320	New Vehicle Purchases
	CRT041811	Med Duty & Cab Chassis
	ADSP017-166122	Administration

QUOTE SENT TO:	Jeremy	2025 Silverado CC20903
		Bed Delete Service Body

CONTRACT VEHICLE 2025 Silverado

QUOTE DATE: 5/2/2024

CONTRACT PRICE	PER ATTACHED SPECS	2024 MSRP
		\$ 47,168.00

Additional Options

Solar Tint Glass State Max %	Dealer	\$ 195.00
Contract Discount	12% Base MSRP	\$ (5,660.16)
2025 Model Adjustment	GM Fleet Operations	\$ 1,100.00
Animal Control	Diamond Truck Body	\$ 42,395.00
Transportaion	To Arizona From Vendor	\$ 1,486.00
Delivery		\$ 135.00

Sub Total	\$ 86,818.84
Sales Tax (8.3 %)	\$ 7,205.96
City of Phx 2022 Tax	\$ 34.89
Tire Tax	\$ 5.00
Plates	
Extended Warranty	

Capital Total Each Unit	\$ 94,064.69
-------------------------	--------------

Quoted By: Gregg Ball	Approximate Lead Time
Midway Chevrolet Nissan Isuzu Truck	TBD
2323 W. Bell Rd.	
Phoenix, Az. 85023	
gball@vtaig.com	Stock quotes subject to prior sale
Cell 602-733-2251	

Please call with any questions or concerns.
Thanks for the opportunity!

2024 quotes are subject to GM publishing official pricing

Please ask for your Order Conformation if a PO is generated from this quote!
Your order is not confirmed without the Factory conformation. Thank You

Contract Amendment Summary

CONTRACTOR: Midway Chevrolet	AMENDMENT NO.: Three (3)
DESCRIPTION: CTR059320 - New Vehicles Purchases	

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

1. Amendment Three (3) to mutually extend this contract from March 17, 2024 through March 16, 2025 unless terminated, canceled or extended as otherwise provided in the contract.
2. The executed SPO205 Forced Labor of Ethnic Uyghurs Ban form is hereby included with this amendment.
3. All other terms, conditions and provisions of this contract remain unchanged.

Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
3. "Public entity": (a) Means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State. (b) Includes the universities under the jurisdiction of the Arizona board of regents and community college districts as defined in section 15-1401.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq.*, all offerors must select one of the following:

<input type="checkbox"/>	The Company submitting this Offer does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 <i>et seq.</i> I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
<input type="checkbox"/>	The Company submitting this Offer does participate in a boycott of Israel as described in A.R.S. §§35-393 <i>et seq.</i>
<input type="checkbox"/>	Exempt Solicitation, Contract, or Contractor. Indicate which of the following statements applies to this Contract: <div style="margin-left: 20px;"> <input type="checkbox"/> Solicitation or Contract has an estimated value of less than \$100,000; <input type="checkbox"/> Contractor is a sole proprietorship; <input type="checkbox"/> Contractor has fewer than ten (10) employees; and/or <input type="checkbox"/> Contractor is a non-profit organization. </div>

Midway Chevrolet Company

Company Name

Signature of Person Authorized to Sign

2323 W Bell Rd.

Address

Gregg Ball

Printed Name

Phoenix

Arizona

85023

Fleet Manager

City

State

Zip

Title



MIDWAY CHEVROLET CO

Unique Entity ID QVAGZKUJ8KL1	CAGE / NCAGE 51LT7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 17, 2024	
Physical Address 2323 W Bell RD Phoenix, Arizona 85023-3298 United States	Mailing Address 2323 W Bell RD Phoenix, Arizona 85023-3202 United States	

Business Information

Doing Business as (blank)	Division Name Midway Chevrolet	Division Number (blank)
Congressional District Arizona 08	State / Country of Incorporation Arizona / United States	URL (blank)

Registration Dates

Activation Date Dec 18, 2023	Submission Date Dec 18, 2023	Initial Registration Date Apr 3, 2008
--	--	---

Entity Dates

Entity Start Date Jan 1, 1966	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types


Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information


Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 51LT7

Points of Contact


Electronic Business

 PAM FINKEN, CONTROLLER	2323 W Bell RD Phoenix, Arizona 85023 United States
GREGG BALL, GOV FLEET	2323 W Bell RD Phoenix, Arizona 85023 United States

Government Business

 GREGG BALL, GOV FLEET	2323 W Bell RD Phoenix, Arizona 85023 United States
GREGG BALL, GOV FLEET	2323 W Bell RD Phoenix, Arizona 85023 United States

Past Performance

 GREGG BALL, GOV FLEET	2323 W Bell RD Phoenix, Arizona 85023 United States
GREGG BALL, GOV FLEET	2323 W Bell RD Phoenix, Arizona 85023 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	441110	New Car Dealers

Disaster Response

This entity does not appear in the disaster response registry.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Order

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

PO Number

251702

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

PO Date: 5/10/2024

Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:						
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132 Or email invoice to: FinanceInvoices@pinal.gov	INFORMATION TECHNOLOGY DEPARTMENT IT RECEIVING BLDG 75 N. MAIN STREET FLORENCE AZ 85132	CDW GOVERNMENT 75 REMITTANCE DR STE 1515 CHICAGO IL 60675-1515 Phone: 877 - 853 - 0557 Fax: 847 - 371 - 2100 Confirming to: JEFF BUTCHKO						
<table><tr><td>Buyer: Riley Brimhall, Buyer</td><td>Requested Delivery Date: 5/10/2024</td></tr><tr><td>Phone: -</td><td>Payment Terms: Net 30</td></tr><tr><td>Email: Riley.Brimhall@pinal.gov</td><td>Shipping Terms: FOB Destination</td></tr></table>			Buyer: Riley Brimhall, Buyer	Requested Delivery Date: 5/10/2024	Phone: -	Payment Terms: Net 30	Email: Riley.Brimhall@pinal.gov	Shipping Terms: FOB Destination
Buyer: Riley Brimhall, Buyer	Requested Delivery Date: 5/10/2024							
Phone: -	Payment Terms: Net 30							
Email: Riley.Brimhall@pinal.gov	Shipping Terms: FOB Destination							

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

Contract Entity State Contract
Contract Number ADSP017-149774
Contract Expiry 6/30/2024

Reference: Quote# NTSD093

Vendor Contract: Chris Anderson 877-570-2643 chrande@cdwg.com

Department Contact: Robert Stanley 520-866-6651 robert.stanley@pinal.gov | Christine Trawle 520-866-6888 christine.trawle@pinal.gov

ALL SOFTWARE LICENSES MUST BE EMAILED TO: ITLICENSES@PINAL.GOV

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS		Microsoft Server Renewal 05/01/2024 - 04/30/2025	\$0.00	\$160,416.99
2		LS		Sales Tax	\$0.00	\$10,747.93

Total Order : \$171,164.92

NOTE :

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

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



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

CHRISTINE TRENT,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NTSD093	5/8/2024	ANNUAL PAYMENT DUE 5/1	1166016	\$170,684.77

IMPORTANT - PLEASE READ

Special Instructions: Annual Payment due 5/1
EA 72142715
Terms 5/1/2024 - 4/30/2025

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Office SharePoint Server Enterprise CAL - software assurance - 1 Mfg. Part#: 76N-02468-SLG Terms 5/1/2024 - 4/30/2025 Electronic distribution - NO MEDIA Contract: Arizona NVP Software - Local Agencies and HiEd (ADSP017-149774)	1000	2458686	\$14.63	\$14,630.00
MS EA CIS DC 2 CORE SA Mfg. Part#: 9GS-00135-SLG Terms 5/1/2024 - 4/30/2025 Electronic distribution - NO MEDIA Contract: Arizona NVP Software - Local Agencies and HiEd (ADSP017-149774)	282	4378888	\$160.68	\$45,311.76
Microsoft SQL Server Enterprise Core Edition - software assurance - 2 cores Mfg. Part#: 7JQ-00343-SLG Terms 5/1/2024 - 4/30/2025 Electronic distribution - NO MEDIA Contract: Arizona NVP Software - Local Agencies and HiEd (ADSP017-149774)	42	2747931	\$2,172.52	\$91,245.84
MS EA CIS STD 2 CORE SA Mfg. Part#: 9GA-00313-SLG Terms 5/1/2024 - 4/30/2025 Electronic distribution - NO MEDIA Contract: Arizona NVP Software - Local Agencies and HiEd (ADSP017-149774)	8	4378882	\$34.48	\$275.84
Microsoft SharePoint Server - software assurance - 1 server Mfg. Part#: H04-00268-SLG	5	2026956	\$1,181.74	\$5,908.70

QUOTE DETAILS (CONT.)

Terms 5/1/2024 - 4/30/2025
Electronic distribution - NO MEDIA
Contract: Arizona NVP Software - Local Agencies and HiEd
(ADSP017-149774)

Microsoft SQL Server Standard Edition - software assurance - 1 server	3	2106689	\$141.89	\$425.67
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Mfg. Part#: 228-04433-SLG
Terms 5/1/2024 - 4/30/2025
Electronic distribution - NO MEDIA
Contract: Arizona NVP Software - Local Agencies and HiEd
(ADSP017-149774)

Microsoft SQL Server Standard Core Edition - software assurance - 2 cores	2	2716749	\$566.58	\$1,133.16
---	---	---------	----------	------------

Mfg. Part#: 7NQ-00292-SLG
Terms 5/1/2024 - 4/30/2025
Electronic distribution - NO MEDIA
Contract: Arizona NVP Software - Local Agencies and HiEd
(ADSP017-149774)

Microsoft Visual Studio Enterprise with MSDN - software assurance - 1 user	1	3891396	\$1,036.02	\$1,036.02
--	---	---------	------------	------------

Mfg. Part#: MX3-00117-SLG
Terms 5/1/2024 - 4/30/2025
Electronic distribution - NO MEDIA
Contract: Arizona NVP Software - Local Agencies and HiEd
(ADSP017-149774)

SUBTOTAL	\$159,966.99
SHIPPING	\$0.00
SALES TAX	\$10,717.78
GRAND TOTAL	\$170,684.77

PURCHASER BILLING INFO

Billing Address:
PINAL COUNTY FINANCE DEPT.
ACCTS PAYABLE
PO BOX 1348
FLORENCE, AZ 85132-3027
Phone: (520) 868-6264
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
PINAL COUNTY
CHRISTINE TRENT
75 NORTH MAIN STREET
FLORENCE, AZ 85132
Phone: (520) 868-6264
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

**Sales Contact Info**

Chris Anderson | (877) 570-2643 | chrande@cdwg.com

Need Help?[My Account](#)[Support](#)[Call 800.800.4239](tel:800.800.4239)

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Contract Amendment

ADSP017-149774

Amendment Eighteen (18)

Arizona Department of
Administration
State Procurement Office
100 N. 15th Avenue, Suite 402
Phoenix, AZ 85007

CONTRACTOR:

CDW Government, LLC
230 North Milwaukee Ave Vernon
Hills, IL 60041

CONTACT: Ann Reeves

PHONE: 813-804-5352 X65352

EMAIL: ann.reeves@cdwg.com

STATE AGENCY:

AZ Department of Administration (ADOA)
State Procurement Office
100 N. 15th Ave., Ste. 305
Phoenix, AZ 85007

CONTACT: Eric Bell

PHONE: (602) 542-8921

EMAIL: eric.bell@azdoa.gov

Software Value Added Reseller (SVAR)

CDW Government, LLC

Pursuant to R2-7-E303. Competition Impracticable Procurements, and in accordance with Uniform Terms and Conditions, Section 5.0 Contract Changes, 5.1 Amendments, of the above referenced contract, it is hereby amended as follow:

1. Special Terms and Conditions, Section 3 Contract Extensions, the aforementioned contract is hereby extended through June 30, 2024.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

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

ACKNOWLEDGEMENT AND AUTHORIZATION

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



Scheduled Maintenance [Show Details](#)
May 6, 2024



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Important Reps and Certs Update [Show Details](#)
Mar 1, 2024



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e.g. 123456789, Smith Corp

cdw



Entity



Location



Status



☒ Active

☐ Inactive

Reset 

Sort by

Showing 1 - 4 of 4 results

CDW GOVERNMENT LLC

ID Assigned

Entity

Unique Entity ID
Z75ZJGGHAGD6

Physical Address
13461 Sunrise Valley Dr Ste
350, Herndon, VA 20171 USA

Assigned Date
May 2, 2020

CDW LOGISTICS & TRANSPORTATION, LLC

ID Assigned

Entity

Unique Entity ID
NRWWBLL5MJQ7

Physical Address
10601 CLARENCE DR, STE 250,
FRISCO, TX 75033 USA

Assigned Date
Nov 13, 2023

CDW CONSULTANTS INC

Active Registration

Entity

Unique Entity ID
F9PHM3UMT798

CAGE Code
1N9D0

Physical Address
4 CALIFORNIA AVE,
STE 301,
FRAMINGHAM, MA
01701 USA

Expiration Date
Nov 12, 2024

Purpose of Registration
All Awards

CDW Government LLC

Active Registration

Entity

Unique Entity ID
PHZDZ8SJ5CM1

CAGE Code
1KH72

Physical Address
230 N MILWAUKEE
AVE, VERNON HILLS, IL
60061 USA

Expiration Date
Mar 13, 2025

Purpose of Registration
All Awards



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SAM.gov

An official website of the U.S. General Services Administration



Purchase Order

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

PO Number

251746

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

PO Date: 5/17/2024

Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:		
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132 Or email invoice to: FinanceInvoices@pinal.gov	INFORMATION TECHNOLOGY DEPARTMENT IT RECEIVING BLDG 75 N. MAIN STREET FLORENCE AZ 85132	CDW GOVERNMENT 75 REMITTANCE DR STE 1515 CHICAGO IL 60675-1515 Phone: 877 - 853 - 0557 Fax: 847 - 371 - 2100 Confirming to: JEFF BUTCHKO		
<table><tr><td>Buyer: Riley Brimhall, Buyer Phone: - Email: Riley.Brimhall@pinal.gov</td><td>Requested Delivery Date: 5/17/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination</td></tr></table>			Buyer: Riley Brimhall, Buyer Phone: - Email: Riley.Brimhall@pinal.gov	Requested Delivery Date: 5/17/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
Buyer: Riley Brimhall, Buyer Phone: - Email: Riley.Brimhall@pinal.gov	Requested Delivery Date: 5/17/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination			

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

Contract Entity Mohave
Contract Number 20F-CDWG-1003
Contract Expiry 10/3/2025

Reference: Quote# NTTV904

Vendor Contact: Chris Anderson 877-570-2643 chrande@cdwg.com

Department Contact: Mike West 520-866-6677 michael.west@pinal.gov | Christine Trawle 520-866-6888 itadmins@pinal.gov

ALL SOFTWARE LICENSES MUST BE EMAILED TO: ITLICENSES@PINAL.GOV

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS		Microsoft Desktop Renewal 06/01/2024 - 05/31/2025	\$0.00	\$222,430.08
2		LS		sales tax	\$0.00	\$14,902.82

Total Order : \$237,332.90

NOTE :

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

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



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

CHRISTINE TRENT,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NTTV904	5/13/2024	ANNUAL PAYMENT DUE 6/1	1166016	\$237,332.90

IMPORTANT - PLEASE READ

Special Instructions: ANNUAL PAYMENT DUE 6/1
EA 83533447
TERMS 6/1/2024 -5/31/2025

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Core CAL - software assurance - 1 CAL Mfg. Part#: W06-00021-SLG TERMS 6/1/2024 -5/31/2025 Electronic distribution - NO MEDIA Contract: Mohave ESC 20F-CDWG-1003 (20F-CDWG-1003)	2442	2084656	\$38.69	\$94,480.98
Windows Enterprise - software assurance - 1 license Mfg. Part#: KV3-00368-SLG TERMS 6/1/2024 -5/31/2025 Electronic distribution - NO MEDIA Contract: Mohave ESC 20F-CDWG-1003 (20F-CDWG-1003)	2442	3878003	\$49.56	\$121,025.52
Microsoft Windows Remote Desktop Services - software assurance - 1 device C Mfg. Part#: 6VC-01253-SLG TERMS 6/1/2024 -5/31/2025 Electronic distribution - NO MEDIA Contract: Mohave ESC 20F-CDWG-1003 (20F-CDWG-1003)	150	2026969	\$20.02	\$3,003.00
MS EA WIN SVR STDCORE SA MVL Mfg. Part#: 9EM-00270-SLG TERMS 6/1/2024 -5/31/2025 Electronic distribution - NO MEDIA Contract: Mohave ESC 20F-CDWG-1003 (20F-CDWG-1003)	24	4354666	\$19.65	\$471.60
Microsoft Visual Studio Professional with MSDN - software assurance - 1 use Mfg. Part#: 77D-00111-SLG TERMS 6/1/2024 -5/31/2025 Electronic distribution - NO MEDIA Contract: Mohave ESC 20F-CDWG-1003 (20F-CDWG-1003)	6	2103756	\$312.34	\$1,874.04

QUOTE DETAILS (CONT.)**[MS EA POWER BI PRO GCC P USER](#)**

Mfg. Part#: DDJ-00001-12-SLG
TERMS 6/1/2024 -5/31/2025
Electronic distribution - NO MEDIA
Contract: Mohave ESC 20F-CDWG-1003 (20F-CDWG-1003)

4 4385631 \$84.59 \$338.36

[MS EA SYS CTR STD CORE SA](#)

Mfg. Part#: 9EN-00198-SLG
TERMS 6/1/2024 -5/31/2025
Electronic distribution - NO MEDIA
Contract: Mohave ESC 20F-CDWG-1003 (20F-CDWG-1003)

2 4375289 \$18.29 \$36.58

[Microsoft Windows Azure - prepayment - 1 license](#)

Mfg. Part#: 6QK-00001-12-SLG
TERMS 6/1/2024 -5/31/2025
Electronic distribution - NO MEDIA
Contract: Mohave ESC 20F-CDWG-1003 (20F-CDWG-1003)

1 3049576 \$1,200.00 \$1,200.00

SUBTOTAL \$222,430.08

SHIPPING \$0.00

SALES TAX \$14,902.82

GRAND TOTAL **\$237,332.90**

PURCHASER BILLING INFO

Billing Address:
PINAL COUNTY FINANCE DEPT.
ACCTS PAYABLE
PO BOX 1348
FLORENCE, AZ 85132-3027
Phone: (520) 868-6264
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
PINAL COUNTY
CHRISTINE TRENT
75 NORTH MAIN STREET
FLORENCE, AZ 85132
Phone: (520) 868-6264
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

**Sales Contact Info**

Chris Anderson | (877) 570-2643 | chrande@cdwg.com

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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Mohave Contract User Guide for CDW Government LLC

Contract Number

20F-CDWG-1003

Vendor Website

www.cdwg.com/mohave2020

Vendor Contact

Scott Swanson

224-565-8711

[scott\[dot\]swanson\[at\]cdw\[dot\]com](mailto:scott[dot]swanson[at]cdw[dot]com)

Products or Services

Direct Online Order Contract. CDW Government is an online retailer that specializes in computer hardware, software and peripherals.

Excluded Items

Excluded: • Office Supplies and Furniture. • Cellular Phones and Cellular Service • Apple, CS&S/Zenet Computer Systems and Hardware

P.O. Address Vendor

CDW Government LLC

1850 E. Northrop Blvd
Chandler,AZ 85249

Remit To Vendor

CDW Government LLC

75 Remittance Drive, Suite 1515
Chicago,IL 60675-1515

Contract Specialist

Mike Nentwig, CPPB

[mike\[at\]mesc\[dot\]org](mailto:mike[at]mesc[dot]org)

Procurement Specialist

Direct Order

[orders\[at\]mesc\[dot\]org](mailto:orders[at]mesc[dot]org)

Final Expiration

10/03/2025

Renews

10/03/2024

Effective Date

10/03/2020

Pricing

Percentage off catalog/category

Volume Discount

N/A

Shipping

Ground shipping: included. Expedited shipping

Perf/Pay Bond

N/a

Admin Fee

Mohave's 1% administration fee is included in the vendor's price. Vendor will remit administration fee to Mohave.

Ordering Information

This is a Direct Online Order Contract. See the vendor created user guide on our Direct Order Page for complete ordering instructions.

Mohave Website



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May 6, 2024



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cdw



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CDW GOVERNMENT LLC

ID Assigned

Entity

Unique Entity ID
Z75ZJGGHAGD6

Physical Address
13461 Sunrise Valley Dr Ste
350, Herndon, VA 20171 USA

Assigned Date
May 2, 2020

CDW LOGISTICS & TRANSPORTATION, LLC

ID Assigned

Entity

Unique Entity ID
NRWWBLL5MJQ7

Physical Address
10601 CLARENCE DR, STE 250,
FRISCO, TX 75033 USA

Assigned Date
Nov 13, 2023

CDW CONSULTANTS INC

Active Registration

Entity

Unique Entity ID
F9PHM3UMT798

CAGE Code
1N9D0

Physical Address
4 CALIFORNIA AVE,
STE 301,
FRAMINGHAM, MA
01701 USA

Expiration Date
Nov 12, 2024

Purpose of Registration
All Awards

CDW Government LLC

Active Registration

Entity

Unique Entity ID
PHZDZ8SJ5CM1

CAGE Code
1KH72

Physical Address
230 N MILWAUKEE
AVE, VERNON HILLS, IL
60061 USA

Expiration Date
Mar 13, 2025

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