



To: Pinal County Board of Supervisors  
From: Kristen Grieco, Procurement Officer  
Date: August 7, 2024  
Re: Contract Award of RFP #203026

Background

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

Selection Process

Six (6) proposals were received and opened on June 25, 2024, at 2:05 p.m., and all six proposals were deemed responsive and responsible and were evaluated by a three-person committee. Proposals were scored on Capacity of the Responder, Cost, Method of Approach, References, Conformance to Terms and Conditions, and Statement of Work. A summary of the evaluation scores for each Responder is included in the attached Evaluation and Award Determination.

Responders:

Daylin Hopson  
Emily Danies  
Jason Gronski  
Kyle Hopson  
Rebecca Felmlly  
Zachary Huselid

Recommendation

After review and scoring of the proposals by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 203026RFP to Emily Danies, Jason Gronski, Rebecca Felmlly and Zachary Huselid. The term of the proposed contract will run concurrent with the current contract through June 30, 2025, with one(1) one-year optional extension. The estimated cost to the County for the initial contract term is \$200,000.

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



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

August 7, 2024

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

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

Emily Danies, Attorney at Law, LLC (Emily Danies)  
Gronski Law Firm, P.C. (Jason Gronski)  
Hopson Legal Consulting, PLLC (Kyle Hopson)\*\*  
Hopson Legal Consulting, PLLC (Daylin Hopson)  
Huselid & Huselid, PC (Zachary Huselid)  
Rebecca L. Felmly, LLC (Rebecca Felmly)

Score Tabulation

A. Appeals / Post Conviction Relief Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Emily Danies	833	426	147	160	100

A. Capital Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Jason Gronski	800	380	147	173	100



# PINAL COUNTY

WIDE OPEN OPPORTUNITY

A. Juvenile Delinquency / Incurrigibility Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Kyle Hopson**	780	400	133	147	100

B. Juvenile Dependency / Retained Counsel / Ad Hoc					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Kyle Hopson**	780	400	133	147	100

C. General Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Kyle Hopson**	780	400	133	147	100

D. Appeals / Post Conviction Relief Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Kyle Hopson**	546	233	80	133	100



# PINAL COUNTY

WIDE OPEN OPPORTUNITY

A. Juvenile Delinquency / Incurrigibility Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Daylin Hopson	267	20	80	67	100

B. Juvenile Dependency / Retained Counsel / Ad Hoc					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Daylin Hopson	253	73	40	40	100

C. General Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Daylin Hopson	320	100	40	80	100

D. Appeals / Post Conviction Relief Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Daylin Hopson	240	20	40	80	100



# PINAL COUNTY

WIDE OPEN OPPORTUNITY

A. Capital Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Zachary Huselid	260	0	67	93	100

B. Adult Criminal Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Zachary Huselid	673	346	80	147	100

C. Juvenile Delinquency / Incurrigibility Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Zachary Huselid	553	253	80	120	100

D. Appeals / Post Conviction Relief Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Zachary Huselid	560	260	80	120	100



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

A. Capital Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Rebecca Felmly	887	467	160	160	100

B. Adult Criminal Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Rebecca Felmly	760	366	147	147	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

**\*\*Kyle Hopson of Hopson Legal Consulting, PLLC withdrew from solicitation 203026RFP**

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

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 North Pinal Street, Building A, Florence, Arizona 85132 and Emily Danies of Emily Danies, Attorney at Law, LLC, (Contractor), whose primary address is 177 North Church Avenue, Suite 815, Tucson, Arizona 85701.

1. **CONTRACT TERM.** The resultant contract term will commence upon award, and will run concurrent with the current term of the contract which continues through June 30, 2025, unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of two (2) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.
3. **CONTRACT TYPE.**

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

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

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



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

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

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

#### 4. PRICING

4.1 Most Favored Customer Pricing. N/A

4.2 All-Inclusive Pricing. N/A

4.3 Price Reductions and Sales Promotions. N/A

4.4 Price Increase.

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

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



4.5 Delivery. N/A

4.6 Change Orders.

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

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

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

4.7 Travel.

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

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

5. INVOICING AND PAYMENTS.

5.1 Invoices.

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

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

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



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

Pinal County Office of Budget & Finance

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

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

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

#### 14. CONTRACT ADMINISTRATION AND OPERATION.

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

County	Contractor
<b>Name:</b> Pinal County Office of Budget & Finance <b>Attn:</b> Kristen Grieco	<b>Name:</b> Emily Danies Emily Danies, Attorney at Law, LLC
<b>Address:</b> PO Box 1348 Florence, Arizona 85132	<b>Address:</b> 177 North Church Avenue – Suite 815 Tucson, Arizona 85701
<b>Title:</b> Procurement Officer	<b>Title:</b> Solo Practitioner
<b>Email:</b> <a href="mailto:purchasing@pinal.gov">purchasing@pinal.gov</a>	<b>Email:</b> <a href="mailto:eldanies@gmail.com">eldanies@gmail.com</a>

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

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



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

14.6 Acceptance of Work.

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

14.7 Ownership of Intellectual Property.

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

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

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

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

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

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

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

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

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

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



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

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

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



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

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

## 15. CONTRACT CHANGES.

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

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

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

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

## 16. RISKS AND LIABILITIES

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

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

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

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

(2) Automobile Liability. N/A

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

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

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

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

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

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

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

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

- a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
- b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
- c. County may elect to participate in such action at its own expense; and

- d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

#### 16.5 Force Majeure.

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

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

### 17. WARRANTIES

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

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

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

17.3 Product Safety. N/A

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

17.5 Data Protection and Confidentiality of Records.

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



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

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

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

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

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

## 18. COUNTY'S CONTRACTUAL REMEDIES

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

## 19. CONTRACT TERMINATION

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



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

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

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

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

b. Termination Notice:

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

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

c. Obligation during Notice Period:

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

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

d. Early Termination:

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

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

## 20. CONTRACT CLAIMS

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

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



## PINAL COUNTY

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

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

**PINAL COUNTY**  
31 North Pinal Street  
Florence, Arizona 85132

**EMILY DANIES**  
177 North Church Avenue – Suite 815  
Tucson, Arizona 85701

BY: Mike Goodman  
(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: August 7, 2024

BY: EMILY DANIES  
(Name)

ATTY AT LAW LLC

(Title) -

Emily Danies Atty at Law LLC

(Signature)

DATE: 7/5/24

Approved as to Legal Content:

[Signature]  
Pinal County Attorney's Office

7/12/24  
(Date)

Exhibit A  
**Scope of Work**

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

Exhibit B  
**Compensation Schedule**

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To be included as a separate exhibit to the contract.

Exhibit C  
**Responder's Proposal**

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

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

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal Street, Building A, Florence, Arizona 85132 and Jason Gronski of Gronski Law Firm, P.C., (Contractor), whose primary address is PO Box 47320, Phoenix, Arizona 85068.

1. **CONTRACT TERM.** The resultant contract term will commence upon award, and will run concurrent with the current term of the contract which continues through June 30, 2025, unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of two (2) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.
3. **CONTRACT TYPE.**

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

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

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



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

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

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

#### 4. PRICING

4.1 Most Favored Customer Pricing. N/A

4.2 All-Inclusive Pricing. N/A

4.3 Price Reductions and Sales Promotions. N/A

4.4 Price Increase.

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

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



4.5 Delivery. N/A

4.6 Change Orders.

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

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

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

4.7 Travel.

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

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

5. INVOICING AND PAYMENTS.

5.1 Invoices.

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

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

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



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

Pinal County Office of Budget & Finance

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

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

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

#### 14. CONTRACT ADMINISTRATION AND OPERATION.

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

County	Contractor
<b>Name:</b> Pinal County Office of Budget & Finance <b>Attn:</b> Kristen Grieco	<b>Name:</b> Jason Gronski Gronski Law Firm, P.C.
<b>Address:</b> PO Box 1348 Florence, Arizona 85132	<b>Address:</b> PO Box 47320 Phoenix, Arizona 85068
<b>Title:</b> Procurement Officer	<b>Title:</b> Attorney
<b>Email:</b> <a href="mailto:purchasing@pinal.gov">purchasing@pinal.gov</a>	<b>Email:</b> <a href="mailto:gronskilaw@gmail.com">gronskilaw@gmail.com</a>

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

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



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

14.6 Acceptance of Work.

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

14.7 Ownership of Intellectual Property.

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

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

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

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

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

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

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

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

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

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



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

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

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



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

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

## 15. CONTRACT CHANGES.

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

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

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

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

## 16. RISKS AND LIABILITIES

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

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

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

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

(2) Automobile Liability. N/A

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

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

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

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

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

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

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

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

- a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
- b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
- c. County may elect to participate in such action at its own expense; and

- d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

#### 16.5 Force Majeure.

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

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

### 17. WARRANTIES

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

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

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

17.3 Product Safety. N/A

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

17.5 Data Protection and Confidentiality of Records.

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



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

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

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

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

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

## 18. COUNTY'S CONTRACTUAL REMEDIES

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

## 19. CONTRACT TERMINATION

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



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

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

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

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

b. Termination Notice:

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

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

c. Obligation during Notice Period:

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

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

d. Early Termination:

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

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

## 20. CONTRACT CLAIMS

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

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



## PINAL COUNTY

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

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

**PINAL COUNTY**  
31 North Pinal Street  
Florence, Arizona 85132

**JASON GRONSKI**  
PO Box 47320  
Phoenix, Arizona 85068

BY: Mike Goodman  
(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: Aug 7, 2024

BY: Jason Gronski  
(Name)

Attorney

(Title)

(Signature)

DATE: 7/8/24

Approved as to Legal Content:

[Signature]  
Pinal County Attorney's Office

7/12/24  
(Date)

Exhibit A  
**Scope of Work**

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

Exhibit B  
**Compensation Schedule**

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To be included as a separate exhibit to the contract.

Exhibit C  
**Responder's Proposal**

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

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

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 North Pinal Street, Building A, Florence, Arizona 85132 and Zachary Huselid of Huselid & Huselid, PC, (Contractor), whose primary address is PO Box 743, 245 South Hill Street, Globe, Arizona 85502.

1. **CONTRACT TERM.** The resultant contract term will commence upon award, and will run concurrent with the current term of the contract which continues through June 30, 2025, unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of two (2) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.
3. **CONTRACT TYPE.**

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

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

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



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

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

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

#### 4. PRICING

4.1 Most Favored Customer Pricing. N/A

4.2 All-Inclusive Pricing. N/A

4.3 Price Reductions and Sales Promotions. N/A

4.4 Price Increase.

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

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



4.5 Delivery. N/A

4.6 Change Orders.

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

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

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

4.7 Travel.

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

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

5. INVOICING AND PAYMENTS.

5.1 Invoices.

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

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

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



## PINAL COUNTY

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

Pinal County Office of Budget & Finance

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

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

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

#### 14. CONTRACT ADMINISTRATION AND OPERATION.

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

County	Contractor
<b>Name:</b> Pinal County Office of Budget & Finance <b>Attn:</b> Kristen Grieco	<b>Name:</b> Zachary Huselid Huselid & Huselid, PC
<b>Address:</b> PO Box 1348 Florence, Arizona 85132	<b>Address:</b> PO Box 743 245 South Hill Street Globe, Arizona 85502
<b>Title:</b> Procurement Officer	<b>Title:</b> Partner
<b>Email:</b> <a href="mailto:purchasing@pinal.gov">purchasing@pinal.gov</a>	<b>Email:</b> <a href="mailto:zachary@huselidlaw.com">zachary@huselidlaw.com</a>

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

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



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

14.6 Acceptance of Work.

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

14.7 Ownership of Intellectual Property.

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

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

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

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

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

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

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

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

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

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



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

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

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



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

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

## 15. CONTRACT CHANGES.

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

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

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

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

## 16. RISKS AND LIABILITIES

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

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

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

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

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

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

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

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

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

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

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

- a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
- b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
- c. County may elect to participate in such action at its own expense; and

- d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

#### 16.5 Force Majeure.

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

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

### 17. WARRANTIES

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

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

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

17.3 Product Safety. N/A

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

17.5 Data Protection and Confidentiality of Records.

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



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

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

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

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

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

## 18. COUNTY'S CONTRACTUAL REMEDIES

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

## 19. CONTRACT TERMINATION

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



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

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

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

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

b. Termination Notice:

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

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

c. Obligation during Notice Period:

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

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

d. Early Termination:

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

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

## 20. CONTRACT CLAIMS

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

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



## PINAL COUNTY

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

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

**PINAL COUNTY**  
31 North Pinal Street  
Florence, Arizona 85132

**ZACHARY HUSELID**  
PO Box 743 – 245 South Hill Street  
Globe, Arizona 85502

BY: Mike Goodman  
(Name)

BY: Zachary Huselid  
(Name)

Chairman, Pinal County Board of Supervisors  
(Title)

Zachary Huselid  
(Title)  
(Signature)

DATE: August 7, 2024

DATE: 7/11/24

Approved as to Legal Content:

Min S. Lee 7/12/24  
Pinal County Attorney's Office (Date)

Exhibit A  
**Scope of Work**

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

Exhibit B  
**Compensation Schedule**

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To be included as a separate exhibit to the contract.

Exhibit C  
**Responder's Proposal**

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

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

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 North Pinal Street, Building A., Florence, Arizona 85132 and Rebecca Felmly of Rebecca L. Felmly, LLC, (Contractor), whose primary address is 2875 West Ray Road, Suite 6-323, Chandler, Arizona 85224.

1. **CONTRACT TERM.** The resultant contract term will commence upon award, and will run concurrent with the current term of the contract which continues through June 30, 2025, unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of two (2) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.
3. **CONTRACT TYPE.**

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

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

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



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

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

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

#### 4. PRICING

4.1 Most Favored Customer Pricing. N/A

4.2 All-Inclusive Pricing. N/A

4.3 Price Reductions and Sales Promotions. N/A

4.4 Price Increase.

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

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

4.5 Delivery. N/A

4.6 Change Orders.

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

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

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

4.7 Travel.

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

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

5. INVOICING AND PAYMENTS.

5.1 Invoices.

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

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

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



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

Pinal County Office of Budget & Finance

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

5.2 Milestones and Retainage. N/A

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

- 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 the stated in it.

8. **PUBLIC RECORD.** This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County.

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

#### 14. CONTRACT ADMINISTRATION AND OPERATION.

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

County	Contractor
<b>Name:</b> Pinal County Office of Budget & Finance <b>Attn:</b> Kristen Grieco	<b>Name:</b> Rebecca Felmly Rebecca L. Felmly, LLC
<b>Address:</b> PO Box 1348 Florence, Arizona 85132	<b>Address:</b> 2875 West Ray Road – Suite 6-323 Chandler, Arizona 85224
<b>Title:</b> Procurement Officer	<b>Title:</b> Owner
<b>Email:</b> <a href="mailto:purchasing@pinal.gov">purchasing@pinal.gov</a>	<b>Email:</b> <a href="mailto:felmlylaw@gmail.com">felmlylaw@gmail.com</a>

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

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



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

14.6 Acceptance of Work.

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

14.7 Ownership of Intellectual Property.

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

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

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

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

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

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

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

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

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

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



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

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

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



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

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

## 15. CONTRACT CHANGES.

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

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

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

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

## 16. RISKS AND LIABILITIES

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

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

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

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

(2) Automobile Liability. N/A

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

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

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

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

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

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

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

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

- a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
- b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
- c. County may elect to participate in such action at its own expense; and

- d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

#### 16.5 Force Majeure.

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

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

### 17. WARRANTIES

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

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

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

17.3 Product Safety. N/A

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

17.5 Data Protection and Confidentiality of Records.

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



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

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

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

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

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

## 18. COUNTY'S CONTRACTUAL REMEDIES

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

## 19. CONTRACT TERMINATION

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



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

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

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

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

b. Termination Notice:

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

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

c. Obligation during Notice Period:

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

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

d. Early Termination:

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

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

## 20. CONTRACT CLAIMS

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

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



**PINAL COUNTY**

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

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

**PINAL COUNTY**  
**31 North Pinal Street**  
**Florence, Arizona 85132**

**REBECCA FELMLY**  
**2875 West Ray Road – Suite 6-323**  
**Chandler, Arizona 85224**

BY: Mike Goodman  
(Name)

BY: Rebecca Felmly  
(Name)

Chairman, Pinal County Board of Supervisors  
(Title)

Attorney  
(Title)

(Signature)

(Signature)

DATE: August 7, 2024

DATE: 7/5/2024

Approved as to Legal Content:

[Signature] 7/12/24  
Pinal County Attorney's Office (Date)

Exhibit A  
**Scope of Work**

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

Exhibit B  
**Compensation Schedule**

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To be included as a separate exhibit to the contract.

Exhibit C  
**Responder's Proposal**

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

To: Pinal County Board of Supervisors  
From: Brisna Canizalez, Procurement Officer  
Date: August 7, 2024  
Re: Contract Award of RFP #220226 Specialty Legal Services

Background

Request for Proposal (RFP) 220226 was published to solicit proposals from qualified suppliers to provide legal services in support of the County Attorney in various practice areas. Practice areas may involve the County as a party to litigation, conflict situations or may require outside legal services in a specific matter in which there is a need to supplement the resources available in the County Attorney's Office. Initial contracts were awarded on June 9, 2021 and the County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

Selection Process

One (1) proposal was received and opened on July 9, 2024, at 2:00 p.m. The (1) proposal was deemed responsive and responsible and was evaluated by a committee. The proposal was scored on the Capacity of the Responder, Conformance to Terms and Conditions, Scope of Work, and Pricing. The attached Evaluation and Award Determination includes a summary of the evaluation scores for the Responder.

Responder:

Fennemore Craig, P.C.

Recommendation

After review and scoring of the proposal by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 220226RFP – Specialty Legal Services to Fennemore Craig, P.C. The term of the proposed contract is an initial term beginning August 7, 2024, through June 30, 2024, with (1) one-year optional extension. 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 Brisna Canizalez, Procurement.

Respectfully submitted,

*Brisna Canizalez*

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

**Leo Lew**  
County Manager



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

Attachment: Evaluation and Award Determination



August 7, 2024

RFP 220226 Specialty Legal Services  
**Evaluation and Award Determination**

In accordance with the Pinal County Procurement Code, awarding contracts to the following suppliers has been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

	Total	Capacity of the Responder	Conformance	Pricing
Supplier	/ 1,000 pts	/ 800 pts	/ 100 pts	/ 100 pts
Fennemore Craig, P.C.	986.67	786.67	100	100

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

Brisna Canizalez  
Procurement Officer  
520-866- 6223  
Brisna.Canizalez@pinal

**Contract 220226RFP  
Specialty Legal 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 Fennemore Craig, P.C., (Contractor), whose primary address is 2934 E. Camelback Rd, Suite 600, Phoenix, AZ 85016.

1. **CONTRACT TERM.** The resultant contract term will commence upon contract execution and run concurrently with the current term of the contract 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 one (1) additional automatic one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.

3. **CONTRACT TYPE.**

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

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

4. **PRICING**

4.1 Most Favored Customer Pricing.

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

4.2 All-Inclusive Pricing.

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



**4.3 Price Reductions and Sales Promotions.**

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

**4.4 Price Increase.**

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

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

**4.5 Delivery.**

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

**4.6 Change Orders.**

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

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

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

**4.7 Travel.**

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 monthly invoice(s) before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall be submitted no later than the 15th of the month following the month in which the services were performed or expenses incurred, and must in any event be submitted by the close of the month following the month in which the services were performed or incurred. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. Where the fee agreement is on an hourly charge basis, the billings shall conform to the then-current ABA Uniform Task Based Billing Codes applicable to the matter or case where feasible. Contractor shall not block bill. At a minimum, the invoice must provide the following information:

- a. Company name, address and contact
- b. County bill-to name and contact information
- c. Contract Number
- d. County purchase order number and case number
- e. County Attorney file number (if applicable)
- f. Invoice number and date
- g. Payment terms
- h. Date of service provided
- i. Actual hours worked with time charged by tenth of hour supported by the Contractor's detailed time sheets which show hours and specific contract tasks worked by each person
- j. Personnel classification and name or initial of person performing services
- k. Hourly rate
- l. Extended amount of fees being billed for all appropriate Contractor personnel
- m. Sales tax (if applicable)
- n. Total Amount Due
- o. A separate running total of fees for each case.

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

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

Pinal County Finance Department

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

### 5.2 Intentionally Omitted.

### 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 the stated in it.
8. PUBLIC RECORD. This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County.
9. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with

the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

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

10. **RELATIONSHIP OF THE PARTIES.** The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.
11. **SEVERABILITY.** Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.
12. **NO PAROLE EVIDENCE.** The contract, including any documents incorporated into the contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.
13. **NO WAIVER.** Either party's failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.
14. **CONTRACT ADMINISTRATION AND OPERATION.**

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

County	Contractor
<b>Name:</b> Brisna Canizalez	<b>Name:</b> Patrick Irvine
<b>Address:</b> PO Box 1348 Florence, AZ 85132	<b>Address:</b> 2934 E. Camelback Rd, Suite 600 Phoenix, AZ 85016
<b>Title:</b> Procurement Officer	<b>Title:</b> Director
<b>Email:</b> Brisna.Canizalez@pinal.gov	<b>Email:</b> pirvine@fennemorelaw.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 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 departments, 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 recover (subrogation) against the County, its departments, 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 departments, 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 recover (subrogation) against the County, its departments, 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. 23-901, 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 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

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

16.5 Force Majeure.

- a. Relief From Performance. The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably



have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

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

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

## 17. WARRANTIES

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

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

- 17.3 Product Safety. 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.

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/wp-content/uploads/legacy\\_drupal\\_files/omb/memoranda/2007/m07-16.pdf](https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/memoranda/2007/m07-16.pdf)

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

<https://www.gsa.gov/directives-library/gsa-rules-of-behavior-for-handling-personally-identifiable-information-pii-2>

- b. 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**

**FENNEMORE CRAIG, P.C.**  
**2934 E. Camelback Rd, Suite 600**  
**Phoenix, AZ 85016**

BY: Mike Goodman  
(Name)

Chairman, Pinal County Board of Supervisors  
(Title)

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

DATE: August 7, 2024

BY: Patrick Irvine  
(Name)

Director  
(Title)

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

DATE: 7-15-2024

Approved as to Legal Content:

[Signature] 7/16/24  
Pinal County Attorney's Office (Date)

Exhibit A  
Scope of Work

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To be included as a separate exhibit to the contract.

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

Exhibit B  
Contract Pricing

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

Exhibit C  
**Responder's Proposal**

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



To: Pinal County Board of Supervisors  
From: Eric Zander, Procurement Officer  
Date: August 7, 2024  
Re: Contract Award of RFP #250725 Legal Publication Services

Background

Request for Proposal 250725 was published to solicit proposals from qualified suppliers to provide Legal Publication Services for Pinal County Countywide Departments.

Selection Process

One (1) proposal was received and opened on June 27, 2024, at 2:15 p.m. The proposal was deemed responsive and responsible and was evaluated by a three-person committee. The proposal was scored on Capacity of the Responder, Cost, Method of Approach, References, Conformance to Terms and Conditions, and Statement of Work. A summary of the evaluation scores for the Responder is included in the attached Evaluation and Award Determination.

Responder:

Casa Grande Valley Newspapers, Inc.

Recommendation

After review and scoring of the proposal by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 250725RFP Legal Publication Services to Casa Grande Valley Newspapers, Inc. The term of the proposed contract is an initial one (1) year term beginning August 2, 2024 through August 1, 2025 with no more optional extensions. The estimated cost to the County for the initial contract term is \$30,000.

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 Eric Zander, Procurement Officer.

Respectfully submitted,

*Eric Zander*

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

Attachment: Evaluation and Award Determination



August 7, 2024

RFP 250725 Legal Publication Services  
**Evaluation and Award Determination**

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

Score Tabulation

Supplier	Total	A - Conformance	B-1 - Capacity of the Responder	B-2 - Method of Approach	D - Cost
	/ 1,000 pts	/ 100 pts	/ 300 pts	/ 250 pts	/ 350 pts
Casa Grande Valley Newspapers Inc.	922 pts	100 pts	227 pts	245 pts	350 pts

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

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

# Request for Proposal

## Legal Publication Services

### 250725RFP

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#### Attachment C: Draft Contract

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**Contract 250725RFP  
Legal Publication 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 Casa Grande Valley Newspapers Inc. (Contractor), whose primary address is 200 W 2<sup>nd</sup> St. Casa Grande, AZ 85122.

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 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.

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



- 2.2 Personnel-Related Expenses. The County will only reimburse for those items of personnel-related expense expressly indicated in the Scope of Work as a reimbursable item, and it is agreed that the costs of all other such expenses applicable to its personnel and otherwise as required to carry out the work are adequately compensated in the contractual fee mark-up.
- a. For items to be paid on a “unit rate” basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is “at risk” for costs it incurs that are in excess of the extended value unless the County has issued a change order for the excess.
  - b. For items to be paid on a “cost” basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to County’s travel policy, which is available at <http://www.pinalcountyyaz.gov/Purchasing/Pages/DoingBusiness.aspx>.
  - c. For items to be paid on a “lump sum” basis, Contractor shall request payment for the applicable proportion of such items at least monthly.
- 3.1 Unless specified otherwise in the requested Pricing Document, base price is the price that is most widely offered to general customers at the time of the order.
- a. The catalogs used to establish base price are specified otherwise in the requested Pricing Document. If nothing is so specified, then the commercially available catalogs published by Contractor or Subcontractor to a dealer or reseller network for the covered materials or services are to be used.
  - b. Each catalog must list all materials or services Contractor is authorized to sell under the contract;
  - c. Each catalog and its accompanying price list must include for each item: (1) a part or model number, if applicable; (2) a complete and accurate description of the item; (3) the manufacturer’s suggested retail price (MSRP) or Contractor’s list price; (4) a stock keeping unit number (SKU) , if applicable; (5) the item’s unit of measure (UOM), if applicable; and (6) the quantity in the unit of measure (QUOM), if applicable.
- 3.2 Contractor shall provide and maintain concurrent and identical electronic or hardcopy versions of all contracted price lists and catalogs. The County, at its discretion, may host Contractor's electronic price lists and catalogs directly, or may provide link through Bonfire.

### 3. PRICING

- 3.1 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.

3.2 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.

3.3 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.

3.4 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.

3.5 Change Orders.

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

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

- a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.

- b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.

#### 4. INVOICING AND PAYMENTS.

##### 5.1 Invoices.

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

- a. Company name, address and contact name and email
- b. County bill-to name and contact information
- c. Contract Number
- d. County purchase order number
- e. Invoice number and date
- f. Payment terms
- g. Date of service or delivery
- h. Contract Item number(s)
- i. Description of product
- j. Pricing per unit
- k. Quantity per unit
- l. Extended price
- m. Discount off list or catalog price (if applicable)
- n. Shipping/Freight (if applicable)
- o. Sales tax (if applicable)
- p. Total Amount Due

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

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

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

- 5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:
- Charges or fees not delineated in the contract.
  - Materials or services that have not been authorized on a purchase order.
  - Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
  - Materials or services that are the subject of a contract amendment or change order that has not been fully signed.
- 5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.
- 5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.
- 5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.
- 5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
5. 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.
6. 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.
7. 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
8. 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

9. **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.

10. **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.

11. **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.

12. **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.

13. **CONTRACT ADMINISTRATION AND OPERATION.**

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

<b>County</b>	<b>Contractor</b>
<b>Name: Eric Zander</b>	<b>Name: Zoe Cooper</b>
<b>Address: 31 N Pinal Streer Florence, AZ 85132</b>	<b>Address: 200 W 2<sup>nd</sup> St. Casa Grande, AZ 85122</b>
<b>Title: Procurement Officer</b>	<b>Title: Creative Advertising Manager</b>
<b>Email: Purchasing@Pinal.gov</b>	<b>Email: zcooper@pinalcentral.com</b>



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

- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.

### 13.6 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.

### 13.7 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.

13.8 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.

13.9 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.

13.10 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.

- 13.11 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.
- 13.12 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.
- 13.13 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.
- 13.14 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.
- 13.15 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.
- 13.16 Eligible Agencies.

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

- 13.17 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.
- 13.18 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.
- 13.19 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.
- 13.20 Israel Boycott Prohibited. **Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law,** if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 13.21 Use of Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People's Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the contract will

terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the contract terminates on the contract termination date.

#### 14. CONTRACT CHANGES.

- 14.1 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.
- 14.2 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.

#### 15. RISKS AND LIABILITIES

- 15.1 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.
- 15.2 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. 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

- (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 (E ), and when such Contractor executes the appropriate sole proprietor waiver form.

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



- f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.
- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

15.3 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.

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



- 15.5 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.
- 15.6 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.



- 15.7 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.

## 16. WARRANTIES

- 16.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.
- 16.2 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.

- 16.3 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.
- 16.4 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.
- 16.5 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>

- 16.6 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.
- 16.7 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.
- 16.8 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.
- 16.9 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.

## 17. COUNTY’S CONTRACTUAL REMEDIES

- 17.1 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.
- 17.2 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.
- 17.3 Non-exclusive Remedies. The County’s rights and remedies under the contract are not exclusive.
- 17.4 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.

- 17.5 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.

## 18. CONTRACT TERMINATION

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 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.

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

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

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

## 19. CONTRACT CLAIMS

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

19.2 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

**Casa Grande Valley Newspapers Inc.**  
200 W. 2<sup>nd</sup> St.  
Casa Grande, AZ 85122

BY: Mike Goodman  
(Name)

BY: Zoe Cooper  
(Name)

Chairman, Pinal County Board of Supervisors  
(Title)

Creative Advertising Manager  
(Title)

(Signature)

(Signature)

DATE: August 7, 2024

DATE: 7/8/24

Approved as to Legal Content:

7/3/24  
Pinal County Attorney's Office (Date)

Exhibit A  
**Scope of Work**

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

Exhibit B  
Contract Pricing

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

Exhibit C  
**Responder's Proposal**

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



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Eric Zander, Procurement Officer

Date: August 7, 2024

Re: Contract Amendment for RFP #193425 Credit and Debit Card Processing

It is requested the Board approve a contract term extension with Point and Pay who provides payment processing services to include credit and debit cards and other types of electronic payments for fees assessed by Pinal County. This Contract is used by the Treasurer's Office and other County Departments.

There is no cost to the County for this contract.

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

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

Respectfully submitted,

*Eric Zander*

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



## Contract Amendment

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

**Contract: 193425RFP**  
**Amendment #5**  
Procurement Officer: Eric Zander  
Eric.Zander@pinal.gov

### Credit and Debit Card Processing

Contractor Name: **Point and Pay**

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 5, 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 August 7, 2024

Date



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Kristen Grieco, Procurement Officer

Date: August 7, 2024

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

It is requested that the Board approve a contract amendment with Olivia Linn, Esq. of Linn Legal Consulting, PLLC to add Paralegal Services to her Attorney Services for the Public Defense Services Office Department.

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

Respectfully submitted,

*Kristen Grieco*

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



## Contract Amendment

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

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

### Public Defense Services Office – Attorney Services

Contractor Name: **Olivia Linn of Linn Legal Consulting, PLLC**

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

1. Modified Exhibit C (Responder's Proposal) of the Contract. Pursuant to Paragraph 15 (Contract Changes), Exhibit C – Responder's Proposal is modified and superseded in its entirety by the attached Exhibit C – Responder's Proposal.

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

Contractor hereby acknowledges receipt and understanding of the above amendment.


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

BY: Olivia Linn, Esq.  
(Name)

BY: Mike Goodman  
(Name)

President, Linn Legal Consulting PLLC  
(Title)

Chairman, Pinal County Board of Supervisors  
(Title)

  
(Signature)

(Signature)

Olivia Linn, Esq. | Linn Legal Consulting PLLC  
(Print Contractor Name)

DATE: August 7, 2024

DATE: July 15, 2024

Attachment B-6  
Response Form

Follow the instructions under each greyed heading. Additional pages may be added, provided they are clearly referenced in the spaces provided.

**A. GENERAL ATTORNEY INFORMATION**

*To be considered responsive, Contractor (Attorney) shall complete this section in its entirety.*

1. Attorney Contractor Name: Olivia Linn, Esq.
2. List Attorney's State Bar of Arizona number: Arizona 036138
3. Contractor shall describe their experience providing attorney services to entities of similar size and scope to that of Pinal County. Describe how Contractor has supplied expertise for similar contracts and include the extent of Contractor's experience, expertise, and knowledge as a contractor for these services.

[Click here to enter text.](#)

4. Contractor shall detail their formal education as it applies to this solicitation. Contractor shall also list all continuing education they have attended for the last three (3) years that relate to the specialty or areas of practice to which they are responding. Include any relevant classes where Contractor served as a presenter. Documentation of education and any relevant certifications shall be included in the proposal response.

[Click here to enter text.](#)

5. Has Contractor been a member in good standing of the State Bar of Arizona for at least the two (2) years immediately preceding the date of this solicitation response? If not, explain in detail.

[Click here to enter text.](#)

6. Is Contractor presently or has Contractor recently applied to practice law in other states. If so, provide applicable dates, license number, and whether status is active or inactive.

[Click here to enter text.](#)

7. If Contractor is a named partner or has a partnership interest in a law firm, provide the name of all persons with a partnership interest and the date that the law firm came into existence. Note whether any other partner or associate with Contractor's firm has had a contract with Pinal County in the five (5) years immediately preceding the date of this solicitation response.

[Click here to enter text.](#)

8. Has Contractor ever been terminated or suspended from a contract or Panel relating to representation of defendants in similar areas of practice for that which you are applying? Has Contractor been denied appointment as a Panel member or award of a contract for which Contractor has applied for any reason relating to qualifications or conduct? If so, explain in detail.

[Click here to enter text.](#)

9. Contractor shall provide details about any charges of professional misconduct (including negligence) that have ever been filed against them by a State Bar or other official attorney disciplinary body in any jurisdiction that resulted in disciplinary action? Disciplinary action excludes records of professional misconduct that resulted in a completed diversion agreement or order of diversion.

[Click here to enter text.](#)

10. If Contractor is currently subject to a diversion agreement or an order of diversion in any jurisdiction, provide details here.

[Click here to enter text.](#)



- 
11. Have sanctions ever been imposed upon the Contractor by any court for violation of a rule, court ruling prior to or at trial, or for any professional impropriety? If so, provide details.

[Click here to enter text.](#)

12. Describe the nature, resources and scope of Contractor's practice. Include any current or anticipated commitments that may impact Contractor's availability to fulfill any obligations to the County.

[Click here to enter text.](#)

13. Describe any firm resources that Contractor would like the County to consider.

[Click here to enter text.](#)

14. Other than the Area(s) of Practice for which Contractor is applying, detail any other areas of the law to which Contractor devotes themselves in their practice.

[Click here to enter text.](#)

15. Does Contractor maintain, or if awarded, will the Contractor maintain a "regular office presence" in Pinal County while handling court appointments?

[Click here to enter text.](#)

16. Contractor shall detail their personal performance standards and practices, such as frequency of meeting with in-custody clients, time to respond to calls, preparation in advance of hearings, and general quality and efficiency in delivery of professional services.

[Click here to enter text.](#)

17. Based on a review of the past two (2) years, how many trials has the Contractor engaged in as sole counsel where they were privately retained? Provide numbers for each case type (for example, felony, misdemeanor, dependency, etc.).

[Click here to enter text.](#)

18. Based on a review of the past two (2) years, how many multi-defendant trials has the Contractor engaged in as appointed counsel? Provide numbers for felony cases and misdemeanor cases. If this question does not apply to Contractor's area of practice, "N/A" is considered a valid response.

[Click here to enter text.](#)

19. Contractor shall list five (5) cases which they consider to be good indicators of the quality of their work. Include client/defendant name, name of the judge, case number, name of opposing counsel and name(s) of co-counsel (if any).

[Click here to enter text.](#)

20. Contractor shall detail any current or prior experience they have working with the Pinal County Superior Court (if any).

[Click here to enter text.](#)

21. Contractor shall detail their participation in any quasi-volunteer activities with the Court, if any, such as serving as an arbitrator.

[Click here to enter text.](#)

22. Contractor shall detail computer programs and systems with which they are familiar.

[Click here to enter text.](#)

23. Contractor shall provide contact information for a minimum of two (2) public entity references who can comment on the Contractor's professional work in providing legal services in the area(s) of practice designated by the Contractor. Contractor shall include name, title, phone, email address, physical address and number of years
-

working with each reference. References must include a valid email address. References should not include Pinal County staff or representatives who may have been appointed by the County or elected to serve the County.

[Click here to enter text.](#)

24. Contractor shall list six (6) professional references including two (2) judges, two (2) opposing counsel and two (2) co-counsel (if any) or colleagues who are familiar with the quality of their work. Contractor shall include name, title, phone, email address, physical address and number of years working with each reference. References must include a valid email address. References should not include Pinal County staff or representatives who may have been appointed by the County or elected to serve the County.

[Click here to enter text.](#)

## B. AREAS OF PRACTICE: ATTORNEY CONTRACTOR

*In the table below, Contractor shall indicate the Area(s) of Practice for which they are submitting a proposal by placing an X in the appropriate column next to each Area of Practice. Contractors shall then answer the questions in the corresponding Engagements section (below) for which they are applying. To be considered responsive, at least one (1) Area of Practice Engagements section (1 through 6) must be completed in its entirety.*

AREA(S) OF PRACTICE	YES	NO	
Capital Engagements	<input type="checkbox"/>	<input type="checkbox"/>	<i>If yes, complete Section 1 below</i>
Adult Criminal Engagements	<input type="checkbox"/>	<input type="checkbox"/>	<i>If yes, complete Section 2 below</i>
Juvenile Delinquency / Incurigibility Engagements	<input type="checkbox"/>	<input type="checkbox"/>	<i>If yes, complete Section 3 below</i>
Juvenile Dependency / Retained Counsel / Ad Hoc Engagements	<input type="checkbox"/>	<input type="checkbox"/>	<i>If yes, complete Section 4 below</i>
General Engagements	<input type="checkbox"/>	<input type="checkbox"/>	<i>If yes, complete Section 5 below</i>
Appeals and Post-Conviction Relief Engagements (non-capital)	<input type="checkbox"/>	<input type="checkbox"/>	<i>If yes, complete Section 6 below</i>

### 1. CAPITAL ENGAGEMENTS

- a. Describe in detail Contractor's experience and qualifications for an assignment to capital cases, including all capital trial experience, recency of experience, qualification to handle capital litigation as lead counsel or co-counsel, appellate or PCR counsel, citations to reported cases, and specialized training:

[Click here to enter text.](#)

- b. Describe current experience with providing services under this area of practice to entities of similar scope and size to that of Pinal County.

[Click here to enter text.](#)

- c. Is Contractor now certified as or have they recently applied to become a Criminal Law Specialist by the State Bar of Arizona? If so, provide applicable dates and/or application status.

[Click here to enter text.](#)

- d. What percentage of your firm's legal practice is devoted solely to Capital Criminal Engagements?

[Click here to enter text.](#)

- e. If awarded, what would Contractor's requested limitations be (lead counsel, co-counsel, Appeals-PCR, etc.)? Are there any ranking preferences?

[Click here to enter text.](#)

### 2. ADULT CRIMINAL ENGAGEMENTS



- a. Describe in detail Contractor's experience and qualifications for assignment to adult criminal cases, including trial experience, recency of experience, citations to reported cases, and specialized training.

[Click here to enter text.](#)

- b. Describe current experience with providing services under this area of practice to entities of similar scope and size to that of Pinal County.

[Click here to enter text.](#)

- c. Is Contractor now certified as or have they recently applied to become a Criminal Law Specialist by the State Bar of Arizona? If so, provide applicable dates and/or application status.

[Click here to enter text.](#)

- d. What percentage of your firm's legal practice is devoted solely to Adult Criminal Engagements?

[Click here to enter text.](#)

- e. If awarded, what would Contractor's requested limitations be (tier one, tier two, EDC, probation violations, misdemeanors)? Are there any ranking preferences?

[Click here to enter text.](#)

### 3. JUVENILE DELINQUENCY / INCORRIGIBILITY ENGAGEMENTS

- a. Describe in detail Contractor's specific experience and qualifications for assignment to juvenile delinquency cases, including trial experience, recency of experience, and specialized training.

[Click here to enter text.](#)

- b. Describe current experience with providing services under this area of practice to entities of similar scope and size to that of Pinal County.

[Click here to enter text.](#)

- c. What percentage of your firm's legal practice is devoted solely to Juvenile Delinquency / Incurrigibility Engagements?

[Click here to enter text.](#)

- d. If awarded, what would Contractor's requested limitations be? Are there any ranking preferences?

[Click here to enter text.](#)

### 4. JUVENILE DEPENDENCY, RETAINED COUNSEL AND/OR AD HOC ENGAGEMENTS

- a. Please describe in detail Contractor's experience and qualifications for assignment to juvenile dependency, termination, adoption, and related proceedings, including trial experience, recency of experience, qualification to serve as juvenile dependency attorney, and specialized training.

[Click here to enter text.](#)

- b. Describe current experience with providing services under this area of practice to entities of similar scope and size to that of Pinal County.

[Click here to enter text.](#)

- c. What percentage of your firm's legal practice is devoted solely to Juvenile Dependency, Retained Counsel and/or Ad Hoc Engagements?

[Click here to enter text.](#)

- d. If awarded, what would Contractor's requested limitations be (retained counsel, ad hoc counsel)? Are there any ranking preferences?

[Click here to enter text.](#)



- e. If selected to provide Juvenile Dependency Retained Counsel services, will Contractor agree to limit their practice and accept no work that will materially conflict? ☐ Yes ☐ No

i. If no, explain:

[Click here to enter text.](#)

ii. If Contractor has other current commitments, by what date should those substantially end?

[Click here to enter text.](#)

#### 5. GENERAL ENGAGEMENTS

- a. Describe in detail Contractor's specific experience and qualifications for the assignments you are willing to accept as a General Hourly Engagement, including trial experience, recency of experience, and specialized training.

[Click here to enter text.](#)

- b. Describe current experience with providing services under this area of practice to entities of similar scope and size to that of Pinal County.

[Click here to enter text.](#)

- c. What percentage of your firm's legal practice is devoted solely to General Engagements?

[Click here to enter text.](#)

- d. If awarded, what would Contractor's requested limitations be (guardian ad litem, mental health, sexual violent persons, witness representation, other)? Are there any ranking preferences?

[Click here to enter text.](#)

- e. List any additional Area(s) of Practice or expertise outside of the Scope of Work which Contractor would like to offer to the County. Describe in detail Contractor's experience and qualifications for assignments in these additional areas and include experience providing these services to entities of similar scope and size to that of Pinal County.

[Click here to enter text.](#)

#### 6. APPEALS & POST-CONVICTION RELIEF ENGAGEMENTS (non-capital)

- a. Describe in detail Contractor's specific experience and qualifications for the assignments you are willing to accept in Appeals and/or Post-Conviction Relief Engagements, including trial experience, recency of experience, and specialized training.

[Click here to enter text.](#)

- b. Describe current experience with providing services under this area of practice to entities of similar scope and size to that of Pinal County.

[Click here to enter text.](#)

- c. What percentage of your firm's legal practice is devoted solely to Appeals and Post-Conviction Relief Engagements?

[Click here to enter text.](#)

- d. If awarded, what would Contractor's requested limitations be? Are there any ranking preferences?

[Click here to enter text.](#)

#### C. PARALEGAL CONTRACTOR SERVICES

*Complete this section only if Paralegal services will be included in your offer. A Paralegal Contractor may only be included in a response if they are employed by or otherwise affiliated with the Attorney who is responding to the solicitation. Offers from independent Paralegals shall not be considered. Contractor may offer the services of multiple Paralegal Contractors as part of their response. The following information shall be provided for each Paralegal Contractor. Include any supporting documents for Paralegal Contractors in the Supplemental Materials section of your proposal response.*

#### 1. PARALEGAL CONTRACTOR INFORMATION

- a. Paralegal Contractor Name: Anthony French
- b. List all degree(s) and certification(s) held by Contractor. Documentation of education and any relevant certifications shall be included in the proposal response.  
2024 Associate of Applied Science in 'Justice Professions, Law Enforcement' from Pima Community College. 2024 Paralegal Certificate from University of Arizona. 2014 Certificate of Completion for Law Enforcement Academy. 2014 Certificate of Completion for Arizona Peace Officer Standards and Training.
- c. How many years of experience does the Contractor have in performing relevant job duties under the supervision of an Attorney who has the same qualifications required in the Scope of Work of this solicitation?  
2015 to 2021: Arizona Certified Peace/Police Officer at Pima Community College Police Department. 2014 to 2015: Arizona Certified Peace/Police Officer at Mammoth Police Department in Mammoth, Arizona.
- d. How is the Paralegal Contractor associated with the Attorney who is responding to this solicitation?  
W-4 Employee of Linn Legal Consulting PLLC

#### 2. PARALEGAL CONTRACTOR INFORMATION

- a. Paralegal Contractor Name: Click here to enter text.
- b. List all degree(s) and certification(s) held by Contractor. Documentation of education and any relevant certifications shall be included in the proposal response.  
Click here to enter text.
- c. How many years of experience does the Contractor have in performing relevant job duties under the supervision of an Attorney who has the same qualifications required in the Scope of Work of this solicitation?  
Click here to enter text.
- d. How is the Paralegal Contractor associated with the Attorney who is responding to this solicitation?  
Click here to enter text.



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Eric Zander, Procurement Officer

Date: August 7, 2024

Re: Contract Amendment for RFP #208025 On-Site Tire Consignment

It is requested the Board approve a contract term extension with Southern Tire Mart who provides tire consignment services to the Pinal County Fleet Department.

The County has spent approximately \$365,000 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 expired on June 29, 2024. The new term, if approved, will begin on June 30, 2024, and will continue through June 30, 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,

*Eric Zander*

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



## Contract Amendment

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

**Contract: 208025RFP**  
**Amendment #3**  
Procurement Officer: Eric Zander  
Eric.Zander@pinal.gov

### On-Site Tire Consignment

Contractor Name: **Southern Tire Mart, LLC**

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

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

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

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

<b>X</b>	<b>X</b> August 7, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	



To: Pinal County Board of Supervisors

From: Brisna Canizalez, Procurement Officer

Date: August 7, 2024

Re: Contract Amendment for ROQ #226327 JOC for Housing Electrical Installation, Repair, Renovation and Replacement

It is requested the Board approve a contract term extension with JMAC Electric who provide JOC for housing electrical installation, repair, renovation and replacement for Housing and CDBG.

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

The current term of this contract expires on August 2, 2024. The new term, if approved, will begin on August 3, 2024, and will continue through August 2, 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

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

**Contract: #226327**  
**Amendment #2**  
Procurement Officer: Brisna Canizalez  
Brisna.Canizalez@pinal.gov

### JOC for Housing Electrical Installation, Repair, Renovation, and Replacement

Contractor Name: JMAC Electric

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

1. Contract Term. The term of this Contract is hereby extended to August 2, 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

August 7, 2024

Date



To: Pinal County Board of Supervisors

From: Brisna Canizalez, Procurement Officer

Date: August 7, 2024

Re: Contract Amendment for ROQ #226527 JOC for Housing Roofing Installation, Repair, Renovation and Replacement

It is requested the Board approve a contract term extension with Post & Beam Construction who provide JOC for housing roofing installation, repair, renovation and replacement for Housing and CDBG.

The County has spent approximately \$236,000.00 on this contract in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on August 2, 2024. The new term, if approved, will begin on August 3, 2024, and will continue through August 2, 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

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

**Contract: #226527**  
**Amendment #2**  
Procurement Officer: Brisna Canizalez  
Brisna.Canizalez@pinal.gov

### JOC for Housing Roofing Installation, Repair, Renovation, and Replacement

Contractor Name: Post & Beam Construction

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

1. Contract Term. The term of this Contract is hereby extended to August 2, 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

August 7, 2024

Date

To: Pinal County Board of Supervisors

From: Bobby Tolliver, Procurement Officer

Date: August 7, 2024

Re: Contract Amendment for RFP #230127 Correctional Health Services

It is requested the Board approve modification to the contract with Wexford Health Sources, Inc. who provide Correctional Health Services for the Pinal County Sheriff's Office and the Youth Justice Center.

The proposed contract amendment includes negotiated changes to the pricing and scope of work:

**6 PHARMACEUTICAL OPERATIONS AND ADMINISTRATION OF MEDICATIONS.**

Exhibit A is modified as follows:

**6.7 Medications for Opioid Use Disorder ("MOUD") Program**

Contractor will establish a comprehensive Medication for Opioid Use Disorder ("MOUD") Program. The program will include a medication therapy component and a behavioral health interventional medicine element consistent with current healthcare guidelines as detailed in the Wexford "MOUD Guideline for Pinal County Jail".

**6.7.1 Cost of the Program will include Staffing, Pharmaceuticals and Administration.**

- Staffing will include:
  - Substance Abuse Counselors – 2 FTE's
  - Behavioral Health Technician – 1 FTE
  - Administrative Assistant – 1 FTE
  - Staffing costs will be the responsibility of the County.
- Pharmaceuticals
  - All pharmaceuticals will be part of the Aggregate CAP as described in Contract Exhibit B. All costs above the CAP will be the responsibility of the County.
- Program Administrative Fee
  - Program Administrative Fee will be the responsibility of the County.

The estimated cost of administering this comprehensive MOUD program is \$431,000 per year.

The current term of this contract expires on June 30, 2025.

**Leo Lew**  
County Manager



**Himanshu Patel**  
Deputy County Manager

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

**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

**MaryEllen Sheppard**  
Deputy County Manager

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

Respectfully submitted,

*Bobby Tolliver*

Bobby Tolliver  
Procurement Officer  
(520) 866-6011  
Bobby.Tolliver@pinal.gov

## Contract Amendment

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

**Contract: 230127RFP**  
**Amendment #1**  
Procurement Officer: Bobby Tolliver  
Bobby.Tolliver@pinal.gov

### Correctional Health Services

Contractor Name: **Wexford Health Sources, Inc.**

Pursuant to Paragraph 16 (Contract Changes), the referenced Contract shall be amended as follows:

#### 6 PHARMACEUTICAL OPERATIONS AND ADMINISTRATION OF MEDICATIONS.

Exhibit A is modified as follows:

##### 6.7 Medications for Opioid Use Disorder (“MOUD”) Program

Contractor will establish a comprehensive Medication for Opioid Use Disorder (“MOUD”) Program. The program will include a medication therapy component and a behavioral health interventional medicine element consistent with current healthcare guidelines as detailed in the Wexford “MOUD Guideline for Pinal County Jail”.

##### 6.7.1 Cost of the Program will include Staffing, Pharmaceuticals and Administration.

- Staffing will include:
  - Substance Abuse Counselors – 2 FTE’s
  - Behavioral Health Technician – 1 FTE
  - Administrative Assistant – 1 FTE
  - Staffing costs will be the responsibility of the County.
- Pharmaceuticals
  - All pharmaceuticals will be part of the Aggregate CAP as described in Contract Exhibit B. All costs above the CAP will be the responsibility of the County.
- Program Administrative Fee
  - Program Administrative Fee will be the responsibility of the County.

The estimated cost of administering this comprehensive MOUD program is \$431,000 per year.

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

Contractor hereby acknowledges receipt and understanding of the above amendment.

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

BY: John Froehlich \_\_\_\_\_  
(Name)

Sr. V.P. Finance & C.F.O. \_\_\_\_\_

(Title)

(Signature) John Froehlich

Wexford Health Sources, Inc. \_\_\_\_\_

(Contractor Name)

DATE: 7/25/24

BY: Mike Goodman \_\_\_\_\_  
(Name)

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

(Title)

(Signature)

DATE: August 7, 2024 \_\_\_\_\_



To: Pinal County Board of Supervisors

From: Bobby Tolliver, Procurement Officer

Date: August 7, 2024

Re: Contract Amendment for RFP #230428 – State Lobbyist

It is requested the Board approve a contract term extension with Arizona Capitol Connections who provide State Lobbyist Services for the County Managers Office.

The County has spent approximately \$65,000.00 on this contract in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on September 27, 2024. The new term, if approved, will begin on September 28, 2024, and will continue through September 27, 2025. After this extension, two (1)-year optional extension will remain.

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

Respectfully submitted,

*Bobby Tolliver*

Bobby Tolliver  
Procurement Officer  
(520) 866-6011  
Bobby.Tolliver @pinal.gov



## Contract Amendment

---

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

**Contract: 230428**  
**Amendment #2**  
Procurement Officer: Bobby Tolliver  
[Bobby.Tolliver@pinal.gov](mailto:Bobby.Tolliver@pinal.gov)

## State Lobbyist Services

Contractor Name: Arizona Capitol Connections

Pursuant to Paragraph 2 (Contract Extension) and Paragraph 15 (Contract changes), the above referenced contract shall be amended as follows:

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

<b>X</b>	<b>X</b> <u>August 7, 2024</u>
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	



To: Pinal County Board of Supervisors

From: Lorina Gillette, Procurement Officer

Date: August 7, 2024

Re: Contract Amendment for RFP #230628 Weed Abatement Services

It is requested the Board approve a contract term extension with C4 Weed Control who provides weed abatement services for Development Services – Public Works Division.

The County has spent approximately \$110,000 on this contract in the last year and \$160,000 is anticipated in the next year of the contract.

The current term of this contract expires on August 30, 2024. The new term, if approved, will begin on August 31, 2024, and will continue through August 30, 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,

*Lorina Gillette*

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



## Contract Amendment

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

**Contract: 230628RFP**  
**Amendment #2**  
Procurement Officer: Lorina Gillette  
Lorina.Gillette@pinal.gov

## Weed Abatement Services

Contractor Name: **C4 Weed Control**

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 August 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

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Mike Goodman, Chairman  
Pinal County Board of Supervisors

X

August 7, 2024

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Date



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Eric Zander, Procurement Officer

Date: August 7, 2024

Re: Contract Amendment for RFP #242729 Landscaping Services

It is requested the Board approve a contract revision with the addition of the Pinal Votes Complex, for Epifani Landscaping Inc. who provides Landscaping Services for Pinal County departments Countywide.

The County has spent approximately \$150,000 on this contract in the last year and the contract revision will increase this annual spend by approximately \$45,000

The current term of this contract expires on March 5, 2025. The new revised addition, if approved, will begin on August 7, 2024, and will continue through March 5, 2025.

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: 242729 RFP**  
**Amendment #1**  
Procurement Officer: Eric Zander  
Eric.Zander@pinal.gov

### Landscaping Services

Contractor Name: **Epifani Landscaping**

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

1. Modified Exhibit A of the Contract. Exhibit A is modified and superseded in its entirety by the attached Exhibit A.
2. Modified Exhibit B of the Contract. Exhibit B is modified and superseded in its entirety by the attached Exhibit B.

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

Contractor hereby acknowledges receipt and  
understanding of the above amendment.

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

BY: Antemio Pinedo

(Name)

Chief Estimator

(Title)

Antemio Pinedo

(Signature)

Epifani Landscaping Inc.

(Contractor Name)

DATE: 7/18/2024

BY: Mike Goodman

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: August 7, 2024

Exhibit A  
Scope of Work (SOW)

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The Contractor shall adhere to the following minimum specifications, performance requirements and all terms and conditions within this contract.

**1 LOCATIONS TO SERVICE**

Parking lots are considered to be the perimeters for service areas but include the landscape areas around the parking lots.

**1.1 1891 Pinal County Courthouse** located at 135 N Pinal St, Florence AZ 85132

**1.2 Superior Courthouse** located at 971 Jason Lopez Circle, Florence AZ 85132 which also includes the following:

**1.2.1 Pinal County Sheriff's Office (PCSO) Buildings**

A designated Pinal County employee will escort access to the secured parking lot on the north side of the Sheriff's Office.

**1.2.2 Public Health Administration Building**

**1.3. MARICOPA COMPLEX** located at 19955 N. Wilson Ave., Maricopa, AZ. 85139, buildings 100 & 200.

**1.4. PINAL VOTES COMPLEX** located at 320 W. Adamsville Road, Florence AZ 85132

**1.5. DISTRICT SERVICES: AS NEEDED ON-CALL SERVICES**

As needed On-call landscape services handled in other areas outside of proposed service areas per 206225RFQ A-6 SOW Exhibit- District Map.

**2 SERVICE REQUIREMENTS**

**2.1. Locations listed in 1.1, 1.2 and 1.4**

**2.1.1** Contractor shall come once a week on Mondays to perform all service requirements. If Monday is a holiday, Contractor shall come on Tuesday.

**2.1.2** Contractor shall supply weekly grass mowing and edging. Grass patching shall be required as needed.

**2.1.3** Contractor shall supply and apply fertilizer as required including preparation and application of season winter rye grass.

**2.1.4** Contractor shall provide weed abatement as necessary.



## PINAL COUNTY

- 2.1.5 Contractor shall trim trees and shrubs as necessary. Palm trees shall be trimmed once a year.
- 2.1.6 Contractor shall maintain irrigation system seasonal frequencies as needed. A designated Pinal County employee will give access to the Contractor for adjustments.
- 2.1.7 Contractor shall maintain and groom decomposed granite and leveling.
- 2.1.8 Contractor shall use blower to maintain cleanliness of the concrete sidewalk and asphalt pavement including removal/cleaning of seasonal beans from various trees.
- 2.1.9 Contractor shall remove all bird droppings from areas where the public may congregate (e.g. entrances, sidewalks, bus stops, benches, etc.) on an as-needed basis.
- 2.1.10 Contractor shall remove, transport, and dispose all trash, clippings, trimming, and debris in compliance with federal, state, county and city laws and regulations.
- 2.1.11 Contractor shall submit weekly job reports to a designated Pinal County employee(s).
- 2.12 Other Requirements Paid on a Time and Materials Basis  
Materials will be a pass-through, receipts will be required as backup.
  - 2.1.12.1 Irrigation system repair as required.
  - 2.1.12.2 Removal and replacement of trees, plants, and shrubs as required.

### 3 ORACLE VILLAGE ESTATES – LOCATION TO SERVICE

Parcels: 308-36-1550, 308-36-1560, and the “bridle path” connecting the two parcels listed.

- 3.1 Contractor shall perform mowing services for the parcels and “bridle path” per schedule below. Mow to a 3” – 5” height.

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Service 1x in February			Service 1x in May			<b>Service 2x- once in July and once in late August/early September</b>			Service 1x in late November/early December		

- 3.2 Contractor shall perform normal preventative maintenance and trimming of all trees once per calendar year. These services are to take place between January and March.
- 3.3 Contractor shall remove, transport and dispose of all trash, clippings, trimming and debris in compliance with all federal, state, county, and city laws and regulations.



- 3.4 Contractor shall provide written service report with the invoice.
- 3.5 Parcel 308-36-1570 is not included with this proposal but may be added at a later date.
- 3.6 Any variations to this schedule must be pre-approved by the Open Space & Trails Department.

**4 DISTRICT SERVICES: AS NEEDED ON-CALL SERVICES**

Pinal County may be in need of on-call landscape services handled in other areas outside of proposed service areas from time to time. Please see the attached District map (A-6 SOW EXHIBIT) and include pricing on the proposal for the areas you can service.

- 4.1 Contractor shall provide on-call services as needed by Pinal County.
- 4.2 Contractor shall remove, transport, and dispose all trash, clippings, trimming, and debris in compliance with federal, state, county and city laws and regulations
- 4.3 Contractor shall provide written service report with the invoice.

**5 SAFETY PROVISIONS AND PROTECTION OF THE PUBLIC**

- 5.1 The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed and the Contractor and Contractor's employees shall at all times be attentive to the safe preservation of persons and property at all sites. All fines, penalties and/or repair charges resulting from the Contractor's neglect of safety provisions shall be the sole responsibility of the Contractor.
- 5.2 The Contactor shall outfit all equipment and materials used with any and all such safety devices and warning mechanisms as may be necessary to advise and protect the public and prevent personal injury and property damage.



EXHIBIT B-6 PRICING SHEET 242729RFP - Landscaping Services

Contractor shall provide rates for the listed services. See Further detail in Scope of Work Exhibits. Any fees not included in this section shall not be considered part of the final contract.

SERVICE LOCATION	ADDRESS	CITY	STATE	ZIP	PRICING
1891 Pinal County Courthouse	135 N Pinal Street	Florence	AZ	85132	\$ 1,190.00
31 Pinal Admin Complex	31 North Pinal Street	Florence	AZ	85132	\$ 4,595.00
Superior Courthouse	971 Jason Lopez Circle	Florence	AZ	85132	\$ 2,410.00
Maricopa Complex	19955 Wilson Ave	Maricopa	AZ	85139	\$ 1,720.00
Oracle Village Estates	Parcels 308-36-1550 & 308-1560	Oracle	AZ	85623	\$ 1,950.00
Pinal Votes Complex	320 W Adamsville Rd.	Florence	AZ	85132	\$ 3,395.00

Total Monthly Pricing
\$ 15,260.00