Angeline Woods
Director
Budget and Finance

PINAL COUNTY
OFFICE OF BUDGET & FINANCE

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

PURCHASING DIVISION REPORT

October 30, 2024

CONTRACT AWARD RECOMMENDATIONS:

The Board is requested to approve the following contract awards:

1. RFP 220226 – Specialty Legal Services - Recommend Wood Smith Henning & Berman LLP be awarded a contract beginning October 30, 2024 through June 30, 2025 with one (1) optional one-year extensions. This contract will be used by the County Attorney's Office.

2. RFP 242929 – Property Abatement Services - Recommend contracts be awarded to the following suppliers:

   Apache Sands Service Center, Inc. Salt River Steel, LLC

   The initial one year term of the contract begins October 30, 2024 with four (4) optional one-year extensions. This contract will be used by Development Services – Community Development Division.

3. ROQ 244927 – Pinal County Administration (STAR) Building Design Project – Recommend Swan Architects, Inc. be awarded a contract in the bid amount of $4,304,466.00. This contract will be used by the Facilities Management Department.

4. RFP 231527 – Vehicle and Equipment Parts, Repair and Services - Recommend Mobile Techs LLC be awarded a contract beginning October 30, 2024 through October 25, 2025 with two (2) optional one-year extensions. This contract will be used by the Fleet Services Department.

CONTRACT AMENDMENTS:

The Board is requested to approve the following contract amendments:

1. RFP 202725 – Court Ordered Evaluations - Recommended approval of Amendment No. 4 to exercise the optional extension period from December 16, 2024 through March 21, 2025 with the following suppliers:

   Community Bridges Sonora Behavioral Health

   There are no optional extensions remaining. This contract is used by the Public Fiduciary Department.

2. IFB 221126 – Landfill Disposal Services - Recommended approval of Amendment No. 3 to exercise the optional extension period from September 29, 2024 through September 28, 2025 with Waste Management of Arizona. There is one (1) optional extension remaining. This contract is used Countywide.

3. RFP 222426 – Trauma Counseling - Recommended approval of Amendment No. 3 to exercise the optional extension period from November 18, 2024 through November 17, 2025 with E-Therapy, LLC. There are no optional extensions remaining. This contract is used by the Public Health Department.

4. RFP 231527 – Vehicle and Equipment Parts, Repair and Services - Recommended approval of Amendment No. 2 to exercise the optional extension period from Choose Date through Choose Date with the following suppliers:

Callahan Enterprises, LLC	Earnhardt Chevrolet
Earnhardt Ford Company Sales	Houseright & Sons LLC
Napa/ Day Auto Supply	Pinal County Autoglass
Quality Vans & Specialty Vehicles	Reparto Veloce
Rodeo Chrysler Dodge Jeep Ram	RWC Group
Sonsray Machinery	Watson Chevrolet

There are two (2) optional extensions remaining. This contract is used by the Fleet Services Department.

COMPETITION IMPRACTICABLE PROCUREMENT OVER $100,000:

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

AMOUNT: $585,236.40
SUPPLIER: Accela
DESCRIPTION: Yearly Maintenance
DEPARTMENT: Information Technology

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

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

PO NO.: 253088
SUPPLIER: Motorola Solutions, Inc
AMOUNT: $109,683.16
ITEM(S): APX8000 Flash port License Upgrade for Radio License
DEPARTMENT: Information Technology

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

To: Pinal County Board of Supervisors

From: Brisna Canizalez, Procurement Officer

Date: October 30, 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

Two (2) proposals were received and opened on October 8, 2024, at 2:00 p.m. One (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 Responders.

Responders:

Ballard Spahr LLP
Wood Smith Henning & Berman LLP

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 Wood Smith Henning & Berman LLP. The term of the proposed contract is an initial term beginning October 30, 2024, through June 30, 2025, 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.

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

Respectfully submitted,

Brisna Canizalez

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

Attachment: Evaluation and Award Determination

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
OFFICE OF BUDGET & FINANCE

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

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

Supplier	Total / 1,000 pts	Capacity of the Responder / 800 pts	Conformance / 100 pts	Pricing / 100 pts
Wood Smith Henning & Berman LLP	720	520	100	100
Ballard Spahr LLP*	-	-	-	-

*The firm has been eliminated, but it is currently on the 220226RFP Specialty Legal contract.

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

PINAL COUNTY

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 Wood Smith Henning & Berman, LLP (Contractor), whose primary address is 2525 E Camelback Rd, Suite 450, 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.pinalcountyaz.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
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 contact by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.

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

14. CONTRACT ADMINISTRATION AND OPERATION.

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

County	Contractor
Name: Brisna Canizalez	**Name:** Jack C. Pemberton
Address: PO Box 1348 Florence, AZ 85132	**Address:** 2525 E Camelback Rd, Suite 450 Phoenix, AZ 85016
Title: Procurement Officer	**Title:** Partner
Email: Brisna.Canizalez@pinal.gov	**Email:** jpemberton@wshblaw.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	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 $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

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.

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

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

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

BY: Mike Goodman
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

(Signature)

DATE: October 30, 2024

WOOD SMITH HENNING & BERMAN, LLP
2525 E Camelback Rd, Suite 450
Phoenix, AZ 85016

BY: Jack C. Pemberton
(Name)

Partner
(Title)

(Signature)

DATE: OCTOBER 11, 2024

Approved as to Legal Content:

10-15-24
Pinal County Attorney's Office (Date)

PINAL COUNTY

Exhibit A

Scope of Work

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

PINAL COUNTY

Exhibit B

Contract Pricing

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

PINAL COUNTY

Exhibit C

Responder's Proposal

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

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
OFFICE OF BUDGET & FINANCE

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

To: Pinal County Board of Supervisors

From: Brisna Canizalez, Procurement Officer

Date: October 30, 2024

Re: Contract Award of RFP #242929 Property Abatement Services

Background

Request for Proposal 242929 was published to solicit proposals from qualified suppliers to provide property clean-up and abatement services for Development Services. Initial contracts were awarded on January 03, 2024 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

Two (2) proposals were received and opened on August 20, 2024, at 2:00 p.m., deemed responsive and responsible, and evaluated by a three-person committee. The proposals were scored on the Method of Approach, Capacity of the Responder, Conformance to Terms and Condition and Scope of Work and Cost. A summary of the evaluation score for the responders are included in the attached Evaluation and Award Determination.

Responders:

Apache Sands Service Center, Inc.
Salt River Steel, LLC.

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 242929 – Property Abatement Services to Apache Sands Service Center, Inc., and Salt River Steel, LLC. The term of the proposed contract is an initial term beginning October 30, 2024, through January 3, 2025, with four (4) one-year optional extensions. The estimated cost to the County for the initial contract term is $300,000.00.

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

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

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

Attachment: Evaluation and Award Determination

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
OFFICE OF BUDGET & FINANCE

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

October 30, 2024

RFP 242929 Property Abatement Services
Evaluation and Award Determination

In accordance with the Pinal County Procurement Code, the suppliers who have scored six-hundred (600) points or higher have been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

Supplier	Total / 1,000 pts	Method of Approach / 400 pts	Capacity of the Responder / 300 pts	Cost / 200 pts	Conformance / 100 pts
Apache Sands Service Center, Inc.	640	160	180	200	100
Salt River Steel, LLC.	920	320	300	200	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.gov

PINAL COUNTY

Contract 242929RFP
Property Abatement 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 Apache Sands Service Center, Inc., (Contractor), whose primary address is 7602 E Main St, Mesa, AZ 85207.

1. CONTRACT TERM. The resultant contract term will commence upon contract execution, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.

2. CONTRACT EXTENSION. The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.

3. CONTRACT TYPE.

   Firm-Fixed 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.

5. INVOICING AND PAYMENTS.

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

a. Company name, address and contact
b. County bill-to name and contact information
c. Contract Number
d. County purchase order number
e. Invoice number and date
f. Payment terms
g. Itemized service price as outlined in the Pricing Response Form
h. Location/address of property being abated
i. Date the abatement was performed
j. Name of on-site Community Development staff member

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

financeinvoices@pinal.gov
Pinal County Finance Department
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

5.3 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.

PINAL COUNTY

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

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

14. CONTRACT ADMINISTRATION AND OPERATION.

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

County	Contractor
Name: Brisna Canizalez	**Name:** Brian Fredrickson
Address: 31 N. Pinal St. Bldg A PO Box 1348 Florence, AZ 85132	**Address:** 7602 E Main St Mesa, AZ 85207
Title: Procurement Officer	**Title:** General Manager
Email: Purchasing@Pinal.gov	**Email:** brian@apachesands.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 certificaiton 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 notificaiton 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 Insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 General Aggregate Limit, and $2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. 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 and trailers assigned to or used in performance of the Contractor's work or services under this contract.

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

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

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

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

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor.

This coverage requirement shall not apply to each Contractor this is exempt under A.R.S. 23-902(E), and when the Contractor executes the appropriate sole proprietor waiver form.

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

(1) The Contractor's policies, as applicable, shall be primary and non contributory with respect to any insurance or self-insurance carried by the County.

(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.

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/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

c. Protected Health Information. Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

(1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;

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

17.6 Intellectual Property. Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except

only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

17.7 Compliance with Applicable Laws, Licensing and Permits. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

17.8 Lobbying. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include "anti-lobbying" provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County's benefit or on the County's behalf.

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

18. COUNTY'S CONTRACTUAL REMEDIES

18.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.

18.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.

18.3 Non-exclusive Remedies. The County's rights and remedies under the contract are not exclusive.

18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.

18.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

19.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

19.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.

19.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.

19.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.

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

a. Comply with any requirement, term, or condition of the contract;

b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;

c. Make satisfactory progress in carrying out the work; or

d. Failure to conduct business in an ethical or legal manner.

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

20. CONTRACT CLAIMS

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

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

PINAL COUNTY

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

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

PINAL COUNTY **31 N. Pinal Street** **Florence, AZ 85132**	**APACHE SANDS SERVICE CENTER, INC.** **7602 E Main St** **Mesa, AZ 85207**
BY: Mike Goodman (Name)	BY: Brian Fredrickson (Name)
Chairman, Pinal County Board of Supervisors (Title)	GM (Title)
(Signature)	(Signature)
DATE: October 30, 2024	DATE: October 15, 2024

Approved as to Legal Content:

10/16/24

Pinal County Attorney's Office (Date)

PINAL COUNTY

Exhibit A

Scope of Work

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

PINAL COUNTY

Exhibit B

Contract Pricing

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

PINAL COUNTY

Exhibit C

Responder's Proposal

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

PINAL COUNTY

Contract 242929RFP
Property Abatement 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 Salt River Steel, LLC., (Contractor), whose primary address is 35219 N Ellsworth Ave, Queen Creek, AZ 85142.

1. CONTRACT TERM. The resultant contract term will commence upon contract execution, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.

2. CONTRACT EXTENSION. The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.

3. CONTRACT TYPE.

   Firm-Fixed 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.

5. INVOICING AND PAYMENTS.

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

a. Company name, address and contact
b. County bill-to name and contact information
c. Contract Number
d. County purchase order number
e. Invoice number and date
f. Payment terms
g. Itemized service price as outlined in the Pricing Response Form
h. Location/address of property being abated
i. Date the abatement was performed
j. Name of on-site Community Development staff member

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

financeinvoices@pinal.gov
Pinal County Finance Department
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

5.3 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.

PINAL COUNTY

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

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

14. CONTRACT ADMINISTRATION AND OPERATION.

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

County	Contractor
Name: Brisna Canizalez	**Name:** Charles French
Address: 31 N. Pinal St. Bldg A PO Box 1348 Florence, AZ 85132	**Address:** 35219 N Ellsworth Rd Queen Creek, AZ 85142
Title: Procurement Officer	**Title:** Owner
Email: Purchasing@Pinal.gov	**Email:** saltriversteel1@gmail.com

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

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

14.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County

during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

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

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

14.6 Acceptance of Work.

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

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

14.7 Ownership of Intellectual Property.

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

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

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

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

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

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

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

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

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

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

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

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

14.11 Offshore Performance of Certain Work Prohibited. Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

14.12 Estimated Quantities. Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.

14.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.

14.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.

14.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).

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

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

14.19 Work on County Premises.

a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.

b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."

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

14.21 Israel Boycott Prohibited. **Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law**, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of $100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

14.22 Use of Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People's Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certificaiton 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 notificaiton 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 Insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 General Aggregate Limit, and $2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. 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 and trailers assigned to or used in performance of the Contractor's work or services under this contract.

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

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

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

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

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor.

This coverage requirement shall not apply to each Contractor this is exempt under A.R.S. 23-902(E), and when the Contractor executes the appropriate sole proprietor waiver form.

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

(1) The Contractor's policies, as applicable, shall be primary and non contributory with respect to any insurance or self-insurance carried by the County.

(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.

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/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

c. Protected Health Information. Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

(1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;

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

17.6 Intellectual Property. Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except

only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

17.7 Compliance with Applicable Laws, Licensing and Permits. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

17.8 Lobbying. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include "anti-lobbying" provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County's benefit or on the County's behalf.

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

18. COUNTY'S CONTRACTUAL REMEDIES

18.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.

18.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.

18.3 Non-exclusive Remedies. The County's rights and remedies under the contract are not exclusive.

18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.

18.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

19.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

19.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.

19.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.

19.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.

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

a. Comply with any requirement, term, or condition of the contract;

b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;

c. Make satisfactory progress in carrying out the work; or

d. Failure to conduct business in an ethical or legal manner.

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

20. CONTRACT CLAIMS

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

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

PINAL COUNTY

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

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

PINAL COUNTY **31 N. Pinal Street** **Florence, AZ 85132**	**SALT RIVER STEEL, LLC.** **35219 N Ellsworth Ave** **Queen Creek, AZ 85142**
BY: Mike Goodman (Name)	BY: Charles French (Name)
Chairman, Pinal County Board of Supervisors (Title)	Owner, Salt River Steel (Title)
(Signature)	(Signature)
DATE: October 30, 2024	DATE: October 15, 2024

Approved as to Legal Content:

10-15-24

Pinal County Attorney's Office (Date)

PINAL COUNTY

Exhibit A

Scope of Work

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

PINAL COUNTY

Exhibit B

Contract Pricing

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

PINAL COUNTY

Exhibit C

Responder's Proposal

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

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
OFFICE OF BUDGET & FINANCE

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

To: Pinal County Board of Supervisors

From: Lorina Gillette, Procurement Officer

Date: October 30, 2024

Re: Contract Award of ROQ #244927 Pinal County Administration (STAR) Building Design Project

Background

Review of Qualifications 244927 was published to solicit proposals from qualified suppliers to provide design services for the Pinal County Administration (STAR) building for the Facilities Management Department.

Selection Process

Ten proposals were received and opened on April 9, 2024, at 2:05 p.m. All ten of the proposals were deemed responsive and responsible and were evaluated by a three-person committee. Proposals were scored on firm information including percentage of time to be committed to this project, experience and qualifications of the firm, experience and qualifications of key personnel, project understanding and approach, office location and success of past projects. The top five scoring firms were invited to provide presentations. Presentations were scored by a five person committee and scored on challenges they foresee and how they would solve them, the value of pre-construction tasks and steps they recommend in negotiating GMP. A summary of the evaluation scores for each Responder is included in the attached Evaluation and Award Determination.

Responders:

Arrington Watkins Architects
BWS Architects
Corgan
DLR Group
Gensler
GH2 Architects, LLC
GLHN Architects & Engineers
RSP Architects
SmithGroup
Swan Architects, Inc.

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 244927 Pinal County Administration (STAR) Building Design Project to Swan Architects, Inc. The estimated cost to the County for the design is $4,304,466.00.

PINAL COUNTY
WIDE OPEN OPPORTUNITY

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

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

Respectfully submitted,

Lorina Gillette

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

Attachment: Evaluation and Award Determination

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
OFFICE OF BUDGET & FINANCE

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

October 30, 2024

ROQ 244927 Pinal County Administration (STAR) Building Design Project
Evaluation and Award Determination

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

Score Tabulation

	Total	A-1 - General Information	A-2 - Experience & Qualifications of Firm	A-3 - Experience of Key Personnel	A-4 - Project Understanding and Approach	A-5 - Principal Office Location/Local Participation	A-6 - Other Selection Criteria	B - Conformance	C - Presentations
Supplier	**/ 130 pts**	**/ 15 pts**	**/ 20 pts**	**/ 20 pts**	**/ 15 pts**	**/ 10 pts**	**/ 10 pts**	**/ 10 pts**	**/ 30 pts**
Swan Architects, Inc.	114.87	13.33	14	18.33	13.67	9.333	9	10	27.2
DLR Group	108.2	13	16	13	13	8	8	10	27.2
Arrington Watkins Architects	105.4	13	15	15	12	8	8	10	24.4
RSP Architects	101.13	13.67	18	16	10	8	8.667	8	18.8
BWS Architects	101	13	14	16	12	8	8	10	20
SmithGroup	72	13	13	14	9	7	8	8	
Gensler	71.33	11.33	14	15	9	8	5	9	
GLHN Architects & Engineers	71	10	12	13	12	7	7	10	
Corgan	70	13	14	14	12	6	6	5	
GH2 Architects, LLC	64	10	10	12	9	7	6	10	

PINAL COUNTY
WIDE OPEN OPPORTUNITY

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

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

PINAL COUNTY

CONTRACT 244927ROQ
Design Services for Pinal County Administration (STAR) Building Project
Professional Services Contract

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 Swan Architects Inc., whose primary address is 833 N. 5th Ave., Phoenix, AZ 85003.

1. CONTRACT TERM.
The resultant contract term will commence on upon issuance of Notice to Proceed, and will be completed no later than December 31, 2025, unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the Contract past the initial term.

2. TIME IS OF THE ESSENCE.
Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Contract.

3. DEFINITIONS.

3.1. Additional Services. Those Design Professional Services specified in Section 4.3.

3.2. As-Built Drawings. The As-Built Drawings (provided by Contractor) shall consist of a set of drawings which clearly indicate all field changes (modifications, additions and deletions) that were made to the Contract Documents to adapt to field conditions and field changes. Such drawings shall include but not be limited to all new and existing buried and concealed installation of piping, conduit and utility services identified and/or field-surveyed in the course of design through construction. All buried and concealed items both inside and outside the facility shall be accurately located on the As-Built Drawings as to depth, size and material and in relationship to not less than two permanent features such as interior or exterior wall faces. The As-Built Drawings shall be clean and all changes, corrections, and dimensions shall be indicated in a neat and legible manner and fully comply with the format guidelines prescribed.

3.3. Authority Having Jurisdiction. The Pinal County Facilities Department, the State Fire Marshal, the State Elevator Inspector and any Arizona municipal corporation within which the Project is situated

3.4. Basic Services. Those Design Professional Services defined in Section 4.2.

3.5. Board of Supervisors (BOS). The Pinal County Board of Supervisors, its successors, and assigns.

3.6. Change Order. A written amendment of the Contract, contract documents, or both issued after execution of this Contract or future GMP Amendments signed by the County, CMAR, and other parties, as may be required or appropriate, agreeing to addition, deletion, or revision in the Scope of Services, an adjustment to the Contract Price, an adjustment to the Contract Time or other modifications to Contract terms which is not effective until after approval by the Contractor and the Pinal County Board of Supervisors.

3.7. Check Set. A set of drawings that have been checked for errors and discrepancies between the design disciplines.

3.8. Construction Documents. The documents prepared by DP and its Sub-consultants and referred to in Section 4.2 of this Agreement to be used for permitting and construction of the Project.

3.9. Construction Estimate. A detailed estimate of all construction costs, including but not limited to all on-site and off-site construction activities, all utility designs, equipment and construction fees, Contractor general conditions, general requirements, mark-ups and contingencies and escalation.

3.10. Construction Manager at Risk (CMAR). A consultant selected pursuant to a Request for Qualifications that shall contract with Owner in two (2) phases: initially as a consultant to Owner during the design phase, and then serving the function of the Contract Manager during construction if a Contract is executed.

3.11. Construction Management at Risk. A process that allows Pinal County to select a CMAR based on qualifications; makes the CMAR a member of a collaborative project team; centralize responsibility for construction under a single contract; obtain a bonded, guaranteed maximum price; produce a more manageable, predictable project; saves time and money; and reduces risk for the client, County, DP and the CMAR.

3.12. Construction Project Manager. An employee of Owner or agent of the Owner assigned by the Director to monitor the construction and design services to be performed under this Agreement and the construction of the Project as a direct representative of Owner. The Director reserves the right, not to assign a Construction Project Manager to the project. In such case the Owner's Project Manager will assume all Owner responsibilities for the project.

3.13. Consultant. The individual, partnership, corporation, association, joint venture, or any combination thereof of property, registered professional architects, and/or engineers, which has entered into an agreement to provide professional services to the County.

3.14. Contract Documents. This Agreement, the CMAR Proposal the, the Design Proposal by CMAR, the Construction Contract for this Project (with its attachments), the Drawings and Project Specifications and Construction Documents and exhibits and documents related thereto or contemplated thereby, as well as all Addenda, Amendments and Change Orders related to each with respect to the Project and all changes to said documents issued by Owner after execution of this Agreement..

3.15. Contract Time. The time between the date when the Notice to Proceed is issued to the CMAR and the Final Completion of the Work.

3.16. County. Pinal County, Arizona, a political subdivision of the State of Arizona which is a party hereto for which this Contract is to be performed. In all respects hereunder, the County's performance is pursuant to the County's position as the Owner of a construction project. In the event the County exercises its regulatory authority as a governmental body, the exercise of such authority and the enforcement of any rules, regulations, laws, and ordinances shall be deemed to have occurred pursuant to the County's authority as a governmental body and shall not be attributable in any manner to the County as the party to this Contract.

3.17. Day. A calendar day.

3.18. Deferred Submittals. Design deferred to the Contractor by the DP for completion of the design due to the complexity and associated Code impacts. Typical Deferred Submittals may include Curtain Wall Systems, Stairs, Precast, Fire Alarm, and Fire Protection System. DP shall provide a list of recommended Deferred Submittals to the County for approval.

3.19. Design Development Documents. The drawings, outline specifications and other documents to delineate and describe the size and character of the entire Project as to architectural, civil, structural, mechanical, plumbing, fire alarm, and electrical systems, landscaping, construction and finish materials and other items incidental thereto, and as required by the Project Manager.

3.20. Design Professional (DP). The individual, partnership, LLC, professional association, corporation, association, joint venture, or any combination thereof of properly registered professional architects and/or engineers that have entered into the agreement to provide professional services to the County. DP is the prime project professional as defined in the Rules issued by the Arizona Board of Technical Registration.

3.21. Designee. The person or entity named, nominated, or selected for the purpose identified in that section of the Contract.

3.22. Director. The Director of the Pinal County Facilities Management Department, having the authority and responsibility for management of the specific project(s) authorized under this Contract. From time to time, the Director may act through a Director's designee.

3.23. Final Construction Documents. A complete and accurate set of drawings and specifications advancing the content of Design Development documents so as to allow the permitting and construction of the Project.

3.24. Inspector. An employee or consultant assigned by the Project Manager or Construction Project Manager to make observations of Work performed by the CMAR.

3.25. Maximum Cost Limit. The maximum amount budgeted by Pinal County for the total cost of the construction of the Work on the Project.

3.26. Notice to Proceed. A letter from the County governmental unit authorizing the respondent to start the work specified in the contract.

3.27. Owner. The Owner is Pinal County, the public body which is a party hereto and the entity for which this contract is to be performed. In all respects hereunder, Owner's performance is pursuant to Owner's position as Owner of the Project. In the event Owner exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and

the enforcement of any rules, regulations, codes, laws, and ordinances shall be deemed to have occurred pursuant to Owner's authority as a governmental body and shall not be attributable in any manner to Owner as a party to this contract.

3.28. Payment Application. The certified form submitted by the CMAR requesting payment for construction work to be reviewed by DP and approved by the Construction Project Manager and/or Project Manager.

3.29. Project. The scope of construction, alteration, or repair and all services and incidents thereto of a Pinal County, Arizona facility as contemplated, budged, and approved by the County as described in the contract documents, to include the work described therein.

3.30. Project Manager. An employee of Owner or agent of the Owner assigned by the Director to monitor the services to be performed under this Agreement and the construction of the Project as a direct representative of Owner.

3.31. Project Development Schedule. A written document providing the proposed completion date of each Phase of the Project through design, selection of CMAR, construction and proposed date of occupancy by Owner.

3.32. Record Drawings. Record Drawings are the official record drawings that document what was constructed. The DP shall prepare Record Drawings from the As-Built documents for the Project. The DP shall provide to County one (1) set of Record Drawings as a printed, hard-copy full-sized set with one (1) corresponding set of digital media containing the complete Construction Drawings for the Project in AutoCAD, complying with the guidelines prescribed herein. The resulting image produced on the viewing screen shall include all of the kinds of information that is visible on full-sized originals approved for permit and issued for construction. These provisions apply to all projects conducted at Maricopa County. All electronic media with As-Built or Record Drawings shall be in AutoCAD or BIM format with a matching PDF.

3.33. Schematic Design Documents. The drawings and other documents illustrating the scale and relationship of the Project components including the selection of materials, systems, and equipment, as well as initial program drawings and documents that establish and describe the size and character of the Project as to architectural, structural, mechanical, electrical, plumbing, fire alarm, and fire protection systems, materials and additional engineering services as deemed necessary by the County and DP to produce a complete and accurate set of drawings and specifications for the permitting and construction of the Project.

3.34. Schematic Design Studies. Site and floor plans, elevations, sections, and other items as required by the Project Manager and shall show the scale and relationship of the parts and the design concept of the whole.

3.35. Substantial Completion. The date upon which, as certified in writing by DP, the Work, or a portion thereof designated by the Construction Project Manager or Project Manager, is at a level of completion in substantial compliance with or has been completed in accordance with the Contract Documents and has satisfied all requirements in the Project Specification and other Contract documents to the extent that Pinal County can use or occupy the entire project, or the designated portion of the project for the use intended without any outstanding, concurrent construction at the site, except as may be required to complete or correct Punch List items.

3.36. Sub-Consultant. A person or organization of properly registered professional architects and/or engineers, who has entered into an agreement with DP to furnish professional services for a project or task, described under Basic Services or a task described under Additional Services or Reimbursable Costs.

3.37. Value Engineering. An organized approach to providing the necessary function or product which provides equal or better performance at a lower cost.

3.38. Work. The entire construction or various separately identifiable parts thereof are required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing incorporating materials and equipment into the construction, all as required by the Contract Documents.

3.39. Written Notice. Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended if delivered at or sent by registered mail or another traceable delivery service to the last known business address. Electronic, facsimile (fax), or other telephonic transmissions shall not be considered written notice.

4. DESIGN PROFESSIONAL'S SERVICES AND RESPONSIBILITIES

4.1. Sustainability. The project shall comply with designated Pinal County goals for sustainability. The project shall incorporate "green" building practices to achieve the highest efficiency standards reasonable to reduce operating costs via energy savings, improve worker productivity, and reduce potential liability resulting from indoor air quality problems.

4.2. Basic Services. DP agrees to provide complete professional A/E Services set forth in Exhibit A - Scope of Work, including code-compliant architectural, civil, structural, mechanical, electrical engineering, plumbing, fire protection systems, landscape design and other engineering services normally required for a project of this specific type, hereinafter collectively called "Basic Services."

4.2.1. Programming and Schematic Design:

4.2.1.1. DP shall confer with the Director or Director's designee to establish the Program or program verification, consisting of a detailed listing of all functions and spaces together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements. Based upon Owner's input, DP shall establish a design concept which shall incorporate environmental and visual elements. Design of the Project is to include wastewater, storm water, drainage, parking, lighting and any other design element necessary to complete the facility.

4.2.1.2. DP shall prepare and present, for approval by Owner, a Design Concept and Schematics Report, comprising the Schematic Design Studies, including identification of any special requirements affecting the Project. All presentations shall be made to FMD and approved prior to proceeding with further design. Written approval from FMD is required prior to the release of any information to the end user or stakeholders.

a. Schematic Design Documents shall consist of but not be limited to site and floor elevation plans, elevations, sections, etc. as required by the Project Manager and the scale of the relationship of the parts and design concept of the Project and shall also include a review of all Building Codes and applicable laws to determine compliance, scheduling and construction budget information.

b. Schematic Design Studies shall consist of but not be limited to site and floor plans, elevations, sections, etc. as required by the Project Manager and shall show the scale and relationship of the parts and the design concept of the whole.

c. DP shall submit hard copies and one (1) electronic media set (in PDF format, but generated from AutoCAD files complying with guidelines prescribed in Exhibit C on disk of all documents required, without additional charge, for approval by Owner. DP shall not proceed with the Design Development Phase until the documents have been approved by Owner and a written Authorization to Proceed with the next phase of the design has been issued by the Director or Director's designee.

d. DP shall prepare an energy efficiency study necessary to comply with all applicable mechanical and electrical codes, requirements and standards for Owner.

4.2.2. Selection and Award of Construction Manager at Risk Contractor.

4.2.2.1. Solicitation of CMAR: At such other time as County may elect, DP may participate in the evaluation and selection of a qualified construction management firm to serve as the CMAR.

4.2.2.2. Issuance of Addenda and Selection:

a. At the request of the Project Manager, DP shall participate in any selection committee meetings and meet with the Owner's staff and Project Manager to assist in evaluating Responses to the RFQ and qualifications.

b. At the direction of the Project Manager, DP shall attend all presentations or interviews with CMAR candidates.

4.2.3. Design Development:

4.2.3.1. Working from previously approved Schematic Design Documents, DP, with requisite input and assistance from the CMAR, shall prepare and present, for review and approval by County, the Design Development Documents, comprising the drawings, outline specifications and other documents necessary to delineate and describe the size and character of the entire Project including architectural, civil, structural, mechanical, plumbing, fire alarm and fire protection, and electric systems, landscaping, construction materials and finish materials. DP shall fully involve the CMAR during this phase to allow the CMAR to prepare and deliver ongoing constructability and bidding

reviews, value engineering proposals, and construction cost estimates. DP shall be required to make at least one (1) presentation of the Design Development Documents to Owner. As and if requested by the Project Manager, Sub-consultants engaged by DP shall attend this presentation to explain the design concept of their respective systems. All presentations shall be made to the County and approved prior to proceeding with further design. Written approval from Director of the Facilities Management Department shall be received by DP prior to the release of any information to the end user or stakeholders.

4.2.3.2. If the CMAR's Design Development Construction Estimate exceeds the County's Construction Budget the DP shall provide a list of appropriate cost or scope reduction recommendations at no cost to the County.

4.2.3.3. DP shall submit hard copies and, one (1) electronic media set (in PDF format, but generated from AutoCAD files complying with guidelines prescribed in Exhibit C) on disk of all documents required under this Phase, for approval by County, without additional charge, and DP shall not proceed with the next Phase of the design until the County has approved the documents and a written authorization for the next Phase has been issued.

4.2.3.4. If requested by the Project Manager, DP shall prepare Finish Material Sample boards as necessary to review the color selections of all finish materials with the Project Manager and DP will furnish the approved colors to the CMAR within a timeframe acceptable to the Project Manager. This shall be done in a timely manner so as to not delay Project progress.

4.2.4. Construction Documents Development:

4.2.4.1. Working from the approved Design Development Documents, DP with assistance from the CMAR shall prepare for approval by County 50% Construction Documents, setting forth in detail all requirements necessary for the permitting, bidding and construction of the Project. DP shall fully involve the CMAR during this design phase to perform as needed or authorized, ongoing bidding and constructability reviews, value engineering proposals, estimate of final construction cost and a, preliminary baseline construction schedule. DP is responsible for full compliance of the design and the Construction Documents with all applicable codes of building officials or entities having jurisdiction and shall express to the County whether the Project can be constructed within the construction budget established by the County.

4.2.4.2. 50% Construction Documents Submittal:

DP shall complete and submit a 50% Construction Document set and Specifications to the CMAR for review. Upon review and acceptance of the CMAR that the drawings and specifications represent a 50% Construction Document set, the DP shall submit the 50% Construction Documents and Specifications, with the CMAR comments incorporated to the Owner for approval. The submission shall include:

a. Hard copies and one (1) electronic media set of all drawings (AutoCAD complying with guidelines prescribed in Exhibit C with matching PDF) and specifications (complying with designated products/materials/systems prescribed by the Owner).

b. A complete index of every document sheet, to become part of the Construction Documents.

c. DP shall, in the preparation of the Project Specifications, use the most recent edition of CSI Standards promulgated by the Construction Specifications Institute and these technical specifications shall not be merely outline specifications as were submitted during the Design Development Phase. Specification content shall be coordinated in conjunction with prescribed products/materials/systems of the Owner, as identified during Design Development. The specifications content shall be coordinated and comply with the Owner provided preferred equipment product and system specifications.

d. A Notice to Proceed with the completion of 100% Construction Documents will not be issued by the Director or Director's designee if CMAR latest Construction Estimate exceeds the Construction Budget, unless Owner increases the Construction Budget or the CMAR, DP and Owner mutually agree on methods of cost reduction sufficient to enable construction of the Project within the Construction Budget.

4.2.4.3. DP shall not proceed with further design until approval from the Director or Director's designee is received. DP, with input from the CMAR, shall make all required changes to the documents and resolve all questions prior to proceeding with the design.

a. 100% Construction Document Submittal:

b. Upon completion of the 100% Construction Documents, DP shall submit the 100% Construction Document set to the CMAR for review. Upon review and acceptance of the CMAR that the drawings and specifications represent a complete 100% Construction Document set, the DP shall submit the 100% Construction Documents and Specifications, with the CMAR comments incorporated to the Owner for approval. Submission shall include:

i. Hard copies and one (1) electronic media set (AutoCAD complying with guidelines prescribed in Exhibit C with matching PDF) on disk. Including all drawings, specifications, reports, programs, etc. All recommendations of Owner and CMAR from this review shall be incorporated by DP into the Construction Documents prior to submission of the 100% Construction Documents for permit. Once approved by Owner, the 100% Construction Documents shall not be altered, modified or revised without Owner's prior written consent. Construction Documents must be reviewed by the CMAR and confirmed by its written guarantee that the entire project can be constructed within the construction budget set by the Owner.

c. Following approval by the Owner the DP shall be responsible for preparing and submitting the completed construction documents for approval by governmental authorities having jurisdiction over the Project and in obtaining certifications of "permit approval" by such reviewing authorities. Any revisions required by permitting agencies comments shall be incorporated into the Construction Documents. Upon receiving permitted construction documents the DP shall make the permit and approved documents available to Owner for reproduction of additional copies as may be required for bid solicitation and/or construction purposes.

d. DP expressly warrants that the Drawings and Project Specifications and Construction Documents for the Project have been prepared by DP and the Sub-consultants by exercising their professional skills with care and diligence and in a reasonable non-negligent manner consistent with the standard of care of like professionals in Pinal County, Arizona.

e. DP shall be responsible for the cost of any additional design necessary to correct errors or omissions caused by or attributable to DP that fall outside the applicable standard of care.

4.2.4.4. CMAR Contract:

a. During the timeframe of Owner's Agreement with the CMAR for Pre-Construction Services, DP shall, as requested by the Project Manager or Construction Project Manager, provide assistance to Owner in connection with Owner's acceptance of CMAR's Guaranteed Maximum Price (GMP) proposal, including but not limited to determining and memorializing the criteria and factors on which the GMP proposal is based;

b. In the event Owner does not accept the CMAR's last proposal of a GMP, after value engineering and other steps to arrive at a GMP have been taken, Owner may, in accordance with ARS § 34-104(E), direct DP at no added cost to Owner to revise the Project scope or quality or both as approved by Owner, and then assist Owner in soliciting bids from qualified, licensed general contractors in accordance with ARS § 34-201 in its then existing statutory form.

c. During the timeframe of Owner's agreement with CMAR for Construction Phase Services, DP acknowledges its responsibility and duties called out and set forth in Owner's agreement with CMAR (incorporated herein by this reference) in addition to the responsibilities set forth therein.

4.2.5. Phase V – Observation and Administration of the Construction Contract:

4.2.5.1. The Construction Phase of the Project will commence with the award of the Construction Contract and will end when final payment is made by Owner. During this period, DP shall observe and provide administration of the Construction Contract as set forth in the Construction Contract entered and other Contract Documents and as provided herein.

4.2.5.2. During the Construction Phase, DP shall advise and consult with Owner and shall have authority to act on behalf of Owner only as set forth therein and to the extent provided in the Construction Contract between Owner and CMAR, incorporated by this reference.

4.2.5.3. DP shall be responsible for and provide all special inspections required for the project.

4.2.5.4. DP shall visit the site at least weekly and at such times as requested by the Project Manager, and at all key construction events. DP's Sub-Consultants shall visit the site weekly, to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, DP shall endeavor to guard Owner against defects and deficiencies in the Work. DP shall notify Owner of any non-compliant work discovered during the site visits. DP will not be required to make extensive inspections or provide continuous daily on-site inspections to check the quality or quantity of the Work unless otherwise set forth in this Agreement.

DP is not responsible for the CMAR's construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the performance of the Work, nor will DP be held responsible for the CMAR's or subcontractors', or any of their agents' or employees', failure to perform the Work in compliance with the Contract Documents.

4.2.5.5. DP shall furnish Owner with a written report of all observations of the Work made by DP during each visit made to the Project. DP shall keep a log of all non-compliant work and shall keep track of all such issues to resolution. DP shall also state in the log the final resolution action and the date correction was made. DP shall also note the general status and progress of the Work, and submit same in a timely manner or more often if requested by the Construction Project Manager or Project Manager. DP shall ascertain that the CMAR is making timely, accurate and complete notations on its As-Built Drawings as the Work proceeds by reviewing the CMAR As-Built Drawings on a monthly basis and providing written confirmation to the Owner, prior to the CMAR application for payment.

4.2.5.6. Based on observations at the site and consultation with the Construction Project Manager, DP shall assist in determining the amount due the CMAR in progress payments and shall recommend approval or disapproval of amounts applied for by executing AIA Form G702. This recommendation shall constitute a representation by DP to Owner that, to the best of DP's knowledge, information and belief, the Work has progressed to the point indicated in the pay application and the quality of the Work is in compliance with the Contract Documents subject to:

a. An evaluation of the Work for compliance with the Contract Documents upon Substantial Completion,

b. the results of any subsequent tests required by the Contract Documents,

c. minor deviations from the Contract Documents correctable prior to Project completion, and

d. any specific qualifications stated in the Payment Application.

4.2.5.7. If Owner elects to withhold, in whole or in part, any progress payment to CMAR, DP may be required to assist Owner in preparation of specific written findings about the deficiency in the Work and in calculating the reasonable cost necessary to correct the deficient work and complete same.

4.2.5.8. DP shall be the initial interpreter of the requirements of the Contract Documents and the initial judge of performance thereunder. DP shall render written interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either Owner or the CMAR. If revisions to the Drawings and/or Project Specifications become necessary, DP shall make a written proposal as to the cost unless the need for revision is attributable to DP.

4.2.5.9. DP shall render written recommendations, within a reasonable time, on all claims, disputes or other matters in question between Owner and the CMAR relating to the execution or progress of the Work or the interpretation of the Contract Documents. The Director or Director's designee shall make final decisions regarding interpretations or disputes related to or arising therefrom.

4.2.5.10. Such interpretations and recommendations of DP shall be consistent with the intent of and reasonably inferable from, the Contract Documents and shall be in written form with graphic supplementation if helpful. In the capacity of interpreter, DP shall endeavor to secure faithful performance of the Contract by both Owner and the CMAR, and shall not show partiality to either.

4.2.5.11. DP shall have authority to recommend rejection of Work which does not conform to the Contract Documents. Whenever, in DP's reasonable opinion, it is necessary or advisable to insure compliance of the work with the Contract Documents, DP will recommend special inspection or testing of any Work deemed to be not in compliance with the Contract Documents, whether or not such Work has been fabricated and delivered to the Project, or installed and completed but such inspection or testing may only be authorized by Owner. DP shall provide such normal mechanical, plumbing, electrical, structural, landscape or other related inspection expertise and services as is necessary from time to time to determine compliance with the Construction Contract.

4.2.5.12. DP shall review and return all submittals, shop drawings, samples, deferred submittals and other submissions of the CMAR for conformance with the design concept of the Project and for compliance with the Contract Documents within fourteen (14) days from receipt.

4.2.5.13. DP shall respond to all Requests for Information or Clarification from the CMAR or Owner within seven (7) days from receipt and shall do so with graphic supplementation when requested. All reviews are to be conducted in a timely manner so as to not delay progress of the construction. Changes to or substitution of Construction Documents shall not be authorized without the written concurrence of Owner.

4.2.5.14. DP shall issue a Change Order Request to the Owner for each revision to the contract but only after consulting with and with the agreement of the Owner. The DP shall review and make recommendations to the Owner on all Change Order Requests submitted by the CMAR. DP shall assist the Owner in review of all Contractor requests for time extensions and make recommendations to the Owner. DP may issue supplemental instruction or interpretation of the Contract Documents or order minor changes in the Work so long as they involve no change in Contract Time or Contract Price.

4.2.5.15. Upon receipt of CMAR's request for Substantial Completion with CMAR's Punch List attached, DP shall, prior to occupancy by Owner, confirm and recommend to the Owner that the project is substantially complete in accordance with the Contract requirements. Upon Owner written concurrence, DP shall develop a complete, final punch list of any remaining defects and discrepancies in the Work. The punch list shall be created with the Owner's involvement and include Owner's comments. The complete punch list shall be attached to the DP Certificate of Substantial Completion. DP shall be responsible for all punch list back-checks and confirmation of full and satisfactory performance before DP recommends to the Owner that a Final Acceptance Final Payment be made to the CMAR.

4.2.5.16. For Substantial Completion, DP shall obtain from the CMAR all guarantees, Operation and Maintenance manuals for equipment, and such other documents and certificates as may be required by applicable codes, laws, Project Specifications and the Owner, review them for compliance with Contract requirements, and deliver them to Owner if in compliance.

4.2.5.17. DP shall provide assistance in obtaining the CMAR's compliance with the Contract Documents relative to 1) initial instruction of Owner's personnel in the operation and maintenance of any equipment or system, 2) initial start-up and testing, adjusting and balancing of equipment and systems, and 3) final clean-up of the Project.

4.2.5.18. During all Phases of the Project, DP shall notify Owner in writing of all conflicts between the Plans and Specifications and/or Contract Documents and any laws, codes, ordinances, rules, regulations and restrictions that come to the attention of DP or should have reasonably come to DP's attention with the exercise of due care.

4.2.5.19. DP shall prepare and submit to Owner weekly and/or monthly reports, as required by the Owner, throughout the Construction Phase of the Project. The reports shall provide the current status of activities of DP, CMAR, subcontractors, Consultants, Sub-consultants, and others whose activities affect the Project. The reports shall also include a copy of the log on all non-compliant work and all resolution information.

4.2.5.20. For both Basic and Additional Services, DP shall prepare Record Drawings (reference Exhibit C) based on the CMAR's As-Built Drawings and provide to Owner one (1) printed hard-copy full-size set of Record Drawings and one (1) corresponding set of digital media containing the complete drawings for the Project in AutoCAD and in matching PDF. The image on screen shall include all title blocks,

borders, details, and all notes that are visible on the full-sized originals. Each sheet provided shall indicate it is a Record Drawing. DP shall also prepare a simplified version of all approved Egress Plans in the Drawings used in the permit approval process and provide such to Owner upon request for purposes of installation of evacuation / exiting diagrams in the completed Project. DP acknowledges that the quantity thereof and extent of depicted information may be determined by the Authority Having Jurisdiction over the Project.

4.2.5.21. In connection with Final Acceptance and final payment, DP shall inspect the Work and determine:

a. Whether the CMAR has satisfactorily completed or corrected all items on the punch list attached to the Request for Substantial Completion;

b. Whether the work complies with i) the Contract Documents, and ii) all applicable laws, building codes or authorities having jurisdiction;

c. Whether required inspections by building officials have been completed; and

d. In consultation with Owner, whether the Work is finally complete.

If the Work is not finally complete, the process as set forth above shall be repeated until such time as the Work is finally completed in compliance with the Contract Documents. DP shall also incorporate As-Built Drawings as defined in Section 3, above, into the Record Drawings prior to Final Acceptance.

4.2.5.22. DP shall assist Owner in conducting a post-construction inspection at least thirty (30) days prior to the expiration of the one-year post-construction warranty period to identify deficiencies and warranty-related problems. DP shall note, prepare and submit to Owner a written report on all faults, deficiencies or warranty problems observed.

4.2.6. Maximum Cost Limit:

If at any time during the design phase the latest Construction Estimate submitted by CMAR exceeds Owner's Maximum Cost Limit, DP shall, with the CMAR's assistance, at no additional cost to Owner, revise the Design Documents to bring the Project costs within the Maximum Cost Limit. Such revised Design Documents must be completed by DP within the time period designated in writing by the Owner. The Maximum Cost Limit for the Work is not to be changed unless amended by Pinal County.

4.3. Additional Services.

4.3.1. The Additional Services listed below are beyond the scope of the Basic Services as same are defined in this Agreement, and if authorized in advance by an appropriate written directive from the Director or Director's designee, will be compensated for by lump sum, not-to-exceed agreed to by Owner under Section 8.2.

4.3.1.1. Special analyses of Owner's needs, and special detailed programming requirements for the Project authorized by Director or Director's designee.

4.3.1.2. Financial feasibility, life cycle costing and other special studies.

4.3.1.3. If not provided for in Basic Services or Owner's own program, planning surveys, site evaluations, geo-technical surveys or comparative studies of prospective sites as authorized by Director or Director's designee.

4.3.1.4. Design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

4.3.1.5. Providing services to investigate existing conditions of facilities or to make measured drawings thereof, after DP has expended an amount of time deemed to be the normal requirement for renovation and alteration projects.

4.3.1.6. Detailed Estimates of Construction Cost consisting of quantity surveys itemizing all material, equipment and labor required for the Project.

4.3.1.7. Excluding all equipment, materials, supplies and related items included in the Construction Contract, design services required for or in connection with the selection of furniture or furnishings or fixtures.

4.3.1.8. Investigation and making detailed appraisals and valuations of existing facilities, and surveys or inventories in connection with construction performed by Owner.

4.3.1.9. Any additional special professional services (other than the customary architectural, civil, structural, geo-technical, mechanical, plumbing, fire alarm, fire protection, security and electrical engineering and landscape design services) as may be required for the Project, including but not limited to: acoustical, food service, theatrical, electronic, telephone/data, artists, and sculptors.

4.3.1.10. The services of one or more full-time Project Field Representatives during construction as deemed appropriate and as approved and authorized, in advance by the Owner.

4.3.1.11. Extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of Owner's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the CMAR, subcontractor, or equipment manufacturer.

4.3.1.12. A/E Services concerning replacement of any Work damaged or built in non-compliance with the Contract Documents, providing the cause for such non-compliance is determined by Owner to be other than by fault of DP or beyond control of DP.

4.3.1.13. Making major revisions changing the scope of the Project, to Drawings and Project Specifications, when such revisions are inconsistent with written approvals or instructions previously given by Owner and are due to causes beyond the control of DP. (Major revisions are defined as those changing the scope and arrangement of spaces and/or scheme and/or any significant portion thereof.)

4.3.1.14. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration or legal proceeding, providing, however, that DP cannot testify or give evidence against Owner in any matters during the course of providing services under this Agreement.

4.3.1.15. Providing services after Final Completion and final payment has been made to the CMAR, other than those called for in this Agreement.

4.3.1.16. Additional Observation and Administration, in the event the time period of Observation of DP under Basic Services exceeds the Contract Time for the Work by more than 15%, and only if the delay in completion of the Work is in the opinion of Owner beyond the control of DP and the Additional Observations and Administration is approved by the Owner.

4.3.1.17. Renderings, sketches, models or photographs to further convey the proposed design concept to the Owner.

4.3.1.18. Any other services not otherwise included in this Agreement.

4.3.2. Failure to timely perform any part of requested Additional Services identified in this Agreement shall be a breach of the Agreement and Owner may, in its sole discretion, without liability, contract with others to perform those services and the cost for these services and others incurred by Owner shall be borne by DP.

4.3.3. DP shall not perform any services not covered by this Agreement and any such services performed by DP without prior written authorization shall be at DP's own risk and cost. DP hereby agrees that in the absence of prior written authorization, DP's work will be at its own risk, cost and expense and DP agrees that without such prior written authorization, DP will make no claim for compensation for unauthorized services.

4.4. Reimbursable Costs.
Reimbursable Costs are those items that are authorized by Owner in writing for payment in addition to the Basic and Additional Services and consist of actual expenditures (as verified by invoices) made by DP and its Sub-consultants in the interest of the progress of Work and in accordance with the County's Contractor Travel Policy for the following purposes:

4.4.1. Identifiable transportation expenses in connection with the Project to locations outside the Pinal County area or from locations outside the Pinal County area will not be reimbursed unless specifically pre-authorized in writing by the Owner.

4.4.2. Meals and lodging expenses will not be reimbursed for temporarily relocating DP's employees from one of DP's offices to another office if the employee is relocated for more than ten (10) consecutive working days.

4.4.3. Identifiable communication expenses approved by the Owner, long distance telephone, courier and express mail between DP's various permanent offices. DP's field office at the Project is not considered a permanent office.

4.4.4. Cost of printing, reproduction or photography which is required by or of DP to deliver services set forth in this Agreement.

4.4.5. Identifiable testing costs approved by the Owner.

4.4.6. All Permit fees paid to regulatory agencies for approvals directly attributable to the Project.

4.4.7. Reimbursable Sub-consultant expenses are limited to the items described above and on the same basis.

4.4.8. All Reimbursable Costs will be approved by Owner only if prior written approval was received and pursuant to verified invoices, receipts or other acceptable proof of expenditure provided by DP in accordance with the Pinal County Contractor Travel Policy. The County's contractor travel policy can be found at https://www.pinal.gov/175/Purchasing.

5. SUBCONSULTANTS

5.1. Registration of Sub-consultants.
All contracts entered into by DP with Sub-consultants or Special Sub-consultants engaged to provide professional services on the Project must be registrants with the Arizona Board of Technical Registration. All such contracts with Sub-consultants must incorporate all terms and provisions of this Agreement (including those re: Alternative Dispute Resolution) as they relate to the duties and responsibilities of DP on the Project.

5.2. Sub-consultant's Relationship.

5.2.1. All services provided by the Sub-consultants shall be pursuant to appropriate written agreements between DP and the Sub-consultants, which shall contain provisions that preserve and protect the rights of Owner and DP under this Agreement.

5.2.2. Nothing contained in this Agreement shall create any contractual or business relationship between Owner and the Sub-consultants. DP acknowledges the Sub-consultants are to perform those professional services under the direction, control and supervision of DP as the prime Project professional.

5.2.3. DP proposes to utilize the following Sub-consultants:

FIRM NAME	CONSULTING SERVICE
Lerch Bates	3rd Party Envelope & Façade Consulting, Vertical Transportation Consulting
Hess-Rountree	Civil Engineering and Survey
Associated Construction Economists	Construction Cost Estimating
Jensen Hughes	Fire Protection Design and Consulting
Interior Architecture + Design Studio, LLC	Interior architectural services
Thomas+Crowley	Landscape Architectural Design
Applied Engineering	Mechanical, Plumbing and Electrical Engineering
Caruso Turley Scott Structural Engineers	Structural Engineering and Drafting
EJ Street Design	Interior Wayfinding and Identification Sign

5.2.4. DP shall not change or replace any Sub-consultant without first obtaining prior written approval from the Director or Director's designee in response to a written request stating the reason for any proposed substitution. Such approval shall not be unreasonably delayed by the Director or Director's designee and, if the request is denied, an explanation will be provided.

6. OWNER'S RESPONSIBILITIES

6.1. Information Furnished. If available, the Owner at its expense shall furnish DP with the following information:

6.1.1. Surveys of building sites, giving boundary dimensions, locations of existing structures and/or trees, the grades and lines of street, pavement and adjoining properties; the rights restrictions, easements, boundaries and topographic data of a building site, and such information as it has relative to sewer, water, gas and electrical services. Information contained in such provided documents will be provided by Owner with no express guarantee for their accuracy or completeness or lack thereof. DP agrees to field-verify the accuracy or completeness of any information provided by the Owner as deemed necessary by the DP to provide Contract Documents meeting expectations set forth in Sections 4 and 5 herein.

6.1.2. If available, soil borings or test pits information, mechanical, structural or other tests when deemed necessary by Owner.

6.1.3. If available, drawings representing as-built conditions at the time of original construction will be furnished to DP; however, they are not warranted to represent conditions as the date of this Agreement. DP must perform field investigations as deemed necessary by the DP and Sub-consultants in order to obtain sufficient information to perform services complying with Sections 4 and 5 herein.

7. PROJECT MANAGEMENT AND REVIEW PROCEDURES

7.1. Project Management.

7.1.1. The Director or Director's designee shall act on behalf of the Owner in all matters pertaining to this Agreement, and with the approval of the County Manager, the Director or Director's designee shall issue all Authorizations to Proceed to DP. The Director or Director's designee shall approve all invoices for payment to DP upon recommendation of the Project Manager or Construction Project Manager.

7.1.2. Pinal County is the Owner. The Director shall designate a Project Manager and/or a Construction Project Manager to have general responsibility for management of the Project through all Phases of this Agreement. The Project Manager and Construction Project Manager shall have authority to issue Authorizations to Proceed to DP and meet with DP at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the design and professional services and the Work in accordance with approved schedules. The Project Manager and Construction Project Manager shall also examine documents submitted by DP, including invoices, and shall promptly render decisions and/or recommendations pertaining thereto, to avoid unreasonable delays in the progress of DP's work.

7.1.3. If Owner observes or otherwise becomes aware of any faulty or defective work in the Project, or other nonconformance with the Contract Documents during the Construction Phase, Owner shall give prompt notice thereof to DP.

7.2. Review Procedures. The following procedures shall be followed for review of all submittals required by Section 4 of this Agreement:

7.2.1. DP shall submit programming when called for herein, Schematic Studies and Schematic Documents, Design Development Documents and Construction Documents for review by Owner and CMAR in accordance with the Project Design Schedule.

7.2.2. Owner and CMAR will be required to provide all review comments to DP within thirty (30) calendar days from receipt of the submittal.

7.2.3. DP shall respond to and incorporate review comments transmitted by Owner and CMAR. Any budgetary overruns or discrepancies shall be resolved by design and engineering modifications to match or get below the Construction Budget established by the Owner.

7.2.4. Unless otherwise agreed to in writing, DP shall respond in writing within seven (7) calendar days of receipt of the review comments. Owner Project Manager or Construction Project Manager will log, transmit and facilitate the exchange of review comments. DP shall also maintain a similar log and make it available to Owner at all times.

7.2.5. Replies to DP Responses: Owner, Project Manager, Construction Project Manager or CMAR will reply within fourteen (14) calendar days to any responses requiring confirmation and will advise DP if any further reconciliation is required.

7.2.6. Resolution of Differences: Owner, Project Manager or Construction Project Manager will schedule a meeting between DP, CMAR and Owner, to take place within fourteen (14) calendar days after review comments are issued to DP, in order to resolve all issues between teams. The Owner will arrange additional meetings or conference calls as necessary, in order to expedite resolution and avoid impact to the Project Schedule or the Contract Documents.

7.2.7. Punch List and Back-Check Review: Upon notice from the Contractor that the project is substantially complete, the DP shall develop a punch list with assistance from the Owner, incorporating all comments into one punch list for issuance with the Certificate of Substantial Completion. The DP will be responsible for all back-checks to the punch list. If any comments remain unsatisfied, additional back-checks shall be required from DP until all comments have been satisfied. Any costs associated with DP's preparation of the back-checks shall be DP's responsibility.

7.2.8. Resolution of all review comments is requisite for completion of any phase of the Design Services.

7.2.9. Any failure of Owner to make a decision within the time limits set forth herein shall not be construed as acquiescence in all or any part of a subsequent DP claim for relief or remedy.

8. BASIS OF COMPENSATION

8.1. Fees for Professional Services. Owner agrees to pay DP, and DP agrees to accept as payment for all of the Basic Services rendered pursuant to this Agreement, a Lump Sum, Not-to-Exceed Fee mutually agreed upon of **$4,304,466.00** as set forth on Exhibit B, DP's Proposal, based upon hourly rates and hours, which shall be indicated in DP's proposal and in Exhibit B. DP Basic Proposal of fees shall indicated positions, hours and rates per hour required for each design phase as follows: Programming/Schematic Design, Design Development, Construction Document, and Post Construction. Fee for Construction Administration shall be determined prior to beginning Construction Administration activities. Construction Administration fee is estimated to be 2% to 3% of the construction value and shall be a lump sum for effort required based on Swan Architects, Inc. hourly rates set forth in Exhibit B.. DP shall also include a Design Schedule indicating days required for each phase, including days for Owner review and permitting of the Construction Documents.

8.1.1. Payment to DP on account of the Lump Sum Fee shall be made on the percentage of the services completed and approved.

8.1.2. The Lump Sum feel shall include all costs associated with performing the Basic Services including but not limited to attendance at all meetings with Owner staff, Project Manager, Construction Project Manager, CMAR and Sub-consultants necessary to perform all of the Basic Services.

8.1.3. Owner shall have no obligation or liability to pay any fee, expenditure or cost beyond the Lump Sum Compensation agreed to. Unless specifically authorized in writing in advance as part of the approved scope of work, the County will not pay for any of the following expense of the DP or its Sub-consultant: 1. Vehicle mileage to any County owned facility located within the State of Arizona, 2. Vehicle mileage for the DP or its sub-consultants to attend project related meetings located within the State of Arizona, 3. Meal costs for employees of DP or its sub-consultants whether or not employees of the County are in attendance for meetings or other gatherings related to project work for the County, except where authorized in writing in advance for out-of-state consultants/sub-consultants traveling to Arizona or out of state travel related to the assignment.

8.2. Additional Services/Reimbursable Fee.

DP may be authorized to perform Additional Services described under Section 4.3 and Reimbursable Costs described in 4.4. The proposal for such services will be a negotiated Lump Sum, Not-to-Exceed Fee (negotiated by reference to the hours and hourly rates):

8.2.1. Hourly rates shall be as defined pursuant to Exhibit B.

8.2.2. The following principals may be employed on the Project:

Jeffry Swan, President	Swan Architects

8.2.3. Personnel directly engaged on a Project by DP may include architects, engineers, designers, mob captains, draftsmen, specification writers, field accountants and manufacturer representatives engaged in consultation, research and design, production of drawings, specifications and related documents construction inspection and other services pertinent to a project during all phases therein.

8.2.4. Any authorized reimbursable services fee shall not include charges for office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, internet services, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to a project. For all reimbursable services Owner will pay DP the direct cost of the service without a multiplier. Authorized reproductions and duplicate BIM models in excess of sets required at each phase of the work will be a Reimbursable Service.

8.2.5. Owner upon recommendation of the Director or Director's Designee will reimburse DP for authorized Reimbursable Services as verified by appropriate bills, invoices or statements pursuant to Section 9.2.

8.3. Absent an Amendment to the Agreement, the aggregate total of Reimbursable Costs under Section 4.4 shall not exceed **$30,000.00**, without the prior written approval of the Director or Director's designee. In the event that sum is exceeded, Owner shall have no liability or responsibility for paying any such excess which will be DP's own cost and expense.

9. PAYMENTS TO DP

9.1. Payment for Basic Services.

9.1.1. Payments for Basic Services will be made monthly in proportion to the professional services performed during each Phase of DP Services.

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

financeinvoices@pinal.gov
Pinal County Finance Department
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

9.2. Payment for Additional / Reimbursable Services.

9.2.1. Payment for Additional Services may be requested monthly in proportion to the services performed. When such services are authorized as an hourly rate, DP shall submit for approval by the Director or Director's designee, a duly certified invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a project or task. To the sum thus obtained, any authorized Reimbursable Services Cost may be added. DP shall attach to the invoice all supporting data for payments made to the Sub-consultants engaged on the Project or task.

9.2.2. In addition to the invoice, DP shall, for Hourly Rate authorizations, submit a progress report giving the percentage of completion of the Project development and the total estimated fee to completion.

9.3. Deductions. No deductions shall be made from the DP's compensation on account of liquidated damages assessed against CMAR or other sums withheld from payments to CMAR.

9.4. 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.

9.5. 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.

9.6. 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 DP under the federal tax identifier indicated on the accepted offer.

9.7. Payments to Sub-consultants. DP shall make payment of all undisputed amounts due to Sub-consultants, as applicable to their services, within thirty (30) days of receipt of funds from the County.

10. RISKS AND LIABILITIES

10.1. 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.

10.2. DP Insurance. The DP and any tier of Sub-consultant 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 and in connection with the performance of work hereunder by the DP, his agents, representatives, employees, or Sub-consultants. 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 indemnity covenants contained in this contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the DP, from liabilities that might arise out of the performance of work under this contract by the DP, its agents, representatives, employees or Sub-consultants, and the DP is free to purchase additional insurance.

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

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

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the DP. Insurance purchased and maintained by the DP 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 DP's work or service.

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

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

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

10.2.1.3. 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 DP. This requirement shall not apply to DP or each Sub-consultant exempt under A.R.S. 23-902 (E), when the appropriate sole proprietor waiver form is executed.

10.2.1.4. Professional Errors and Omissions Liability. Coverage shall be for a minimum amount of $1,000,000 per claim and $2,000,000 annual aggregate.

10.2.2. Additional Insurance Requirements.

10.2.2.1. The DP's General and Auto Liability policies, shall stipulate that the insurance afforded the DP shall be primary and non contributory with respect to any self-insurance or insurance carried by the County.

10.2.2.2. Insurance provided by the DP shall not limit the DP's liability assumed under the indemnification provisions of this contract.

10.2.2.3. In the event any insurance policy(ies) required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the DP's work or services and as evidence by annual certificates of insurance.

10.2.3. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, DP'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.

10.2.4. Acceptability of Insurers. DP 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 DP from potential insurer insolvency.

10.2.5. Verification of Coverage. DP shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise DP 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 DP's obligations under this Contract.

10.2.6. Sub-consultants. DP's certificates shall include coverages for all tiers of Sub-consultants as additional insureds under its policies OR DP shall be responsible for ensuring and verifying that all Sub-consultants have valid and collectable insurance to comply with 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 DP that its Sub-consultants have the required coverage.

10.2.7. 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.

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

10.3.1. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;

10.3.2. Arise out of or are recovered under workers' compensation laws; and/or

10.3.3. Arise out of a DP 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 DP 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, DP is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other DP indemnitors with respect to County indemnitees, and accordingly DP is also responsible for any cooperation, contribution, or subordination between or amongst the DP indemnitors. In consideration of the award of the contract by a County indemnitee, DP hereby waives all rights of subrogation against County indemnities for losses arising from the work.

10.3.4. It is the specific intention of the County and the DP 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 DP from and against any all demands, claims, suits, losses, and damages.

10.4. Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a DP indemnitor for performance under the contract, DP 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:

10.4.1. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;

10.4.2. DP, 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;

10.4.3. County may elect to participate in such action at its own expense; and

10.4.4. 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.

10.5. Force Majeure.

10.5.1. 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.

10.5.2. 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.

10.5.3. 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.

11. PERFORMANCE

11.1. Performance and Delegation.

11.1.1. DP services to be performed hereunder shall be performed by DP's own staff, unless otherwise approved in writing by Owner. Said approval shall not be construed as constituting an agreement between Owner and said other person or firm. DP's services shall be performed in all respects in a manner consistent with the degree of

skill and care ordinarily exercised by practicing design professionals performing such services in Pinal County under the same or similar circumstances and conditions and in a reasonable and non-negligent way.

11.1.2. DP agrees, within fourteen (14) calendar days of receipt of a written request from Owner, to promptly remove and replace any personnel employed or retained by DP, any Sub-consultants or subcontractors or any personnel of any such Sub-consultants or subcontractors engaged by DP, to provide and perform services or work pursuant to the requirements of this Agreement, whom Owner shall request in writing to be removed, which request may be made by Owner with or without cause.

11.2. Time for Performance.

11.2.1. DP agrees to start all work hereunder upon receipt of a Notice to Proceed issued by the Director or Director's designee and to complete each Phase within the time stipulated in the Authorization to Proceed. Time is of the essence with respect to Performance of this Agreement.

11.2.2. The Project schedule establishes the critical time limit of DP's services. DP shall not, except for cause beyond the reasonable control of DP, exceed time limits established by this Agreement. Any adjustments in the schedule must be approved in writing by Owner and must be requested in writing within ten (10) days after the occurrence upon which DP's request for adjustment is based.

11.3. No Waiver of Performance.

11.3.1. The failure of the Owner to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

11.3.2. Any failure of Owner to make a decision within the time limits set forth herein shall not be construed as acquiescence in all or any part of a subsequent DP claim for relive or remedy.

12. OWNERSHIP OF DOCUMENTS

12.1. Ownership of Documents.

12.1.1. By execution of this Agreement, DP assigns all copyright ownership and other intellectual property interest in the Design Documents and Construction Documents prepared by DP and further agrees to execute and to cause any Sub-Consultant to execute any separate assignment agreement necessary to implement such assignment.

12.1.2. The Drawings and Project Specifications as instruments of service are and shall become the property of Owner whether the Project for which they are made is executed or not. DP shall be permitted to retain copies of the Drawings and Project Specifications for information and reference in connection with Owner's use and occupancy of the Project.

12.1.3. Submission or distribution of Contract Documents to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of DP's rights.

12.1.4. To extent allowed by law, DP agrees no to divulge, furnish or make available to any third person, firm or organization, without Owner's prior written consent, or unless incidental to the proper performance of DP's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by DP hereunder, and DP shall require all of its employees, agents and Sub-consultants to comply with the provisions of this paragraph.

12.1.5. In the event of future reuse of the Construction Documents by Owner, DP's name and seal shall be removed and DP shall not be liable to Owner or third parties in their reuse.

12.1.6. DP shall not use, or allow to be used, the Contract Documents, Drawings, Project Specifications and reports or the unique aspects of this Project in any other project without the prior written approval of Owner. DP's use of standard specifications texts and details are specifically excluded from the provisions of this paragraph.

13. CHANGE ORDERS

13.1. 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.

13.2. 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:

13.2.1. 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.

13.2.2. 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.

14. ALTERNATIVE DISPUTE RESOLUTION

14.1. Scope. Notwithstanding anything to the contrary provided elsewhere in the Contract, the alternative dispute resolution (ADR) process provided herein shall be the exclusive means for resolution of claims or disputes arising under or related to the Contract, the interpretation thereof or the performance or breach by any party thereto, including but not limited to original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision. No changes can be made to this process without the mutual assent of the County and the claimant. The parties have structured this procedure with the goal of providing for the prompt, efficient and final resolution of all disputes falling within the purview of this ADR process.

14.2. Meeting of Principals. When a claim is made or a dispute (hereafter "dispute") as described in Paragraph 27.1 arises, senior representatives of the County and claimant will meet personally within ten (10) business days to discuss the dispute and attempt to resolve it. If, after good faith efforts, resolution is not achieved, the dispute will proceed to mediation.

14.3. Qualifications of Mediator and Arbitrators. Any person selected as mediator or arbitrator, either as single arbitrator as a member or Chair of the arbitration panel, shall be a member of the State Bar of Arizona and have experience in construction law.

14.4. Mediation. If the parties have been unable to resolve the dispute after a meeting of principals, the parties may enter into mediation. The parties shall jointly select a mediator. The parties may mutually agree to waive mediation and proceed directly to arbitration. If the mediation process is requested by either party, the mediation period shall be informal and shall not exceed sixty (60) calendar days from the selection of the mediator. During the mediation process either party may terminate mediation on written notice to the party and the mediator.

14.5. Binding Arbitration Procedure. The following binding arbitration procedure shall serve as the exclusive method to resolve a dispute if mediation is unsuccessful, if mediation has been waived by the parties, or if a party requests arbitration during the mediation process. Except as provided in Section 27.7.5 and 27.7.9, the decision of the arbitrator or arbitrator panel is final and binding on the parties and not subject to further judicial review.

14.5.1. A party requesting binding arbitration shall notify the other party of their demand for arbitration in writing within seven (7) calendar days of (1) the failure of mediation; (2) waiver of mediation; or (3) of the party's demand to terminate mediation.

14.5.2. If the Architect requests arbitration is shall post a cash bond with the arbitrator in an amount agreed upon by the parties or, in the event of no agreement, the arbitrator shall establish the amount of the cash bond to defray the cost of the arbitration and the proceeds from the bond shall be allocated in accordance with paragraph 27.7.7 the bond must be in the full amount agreed upon or as established by the Arbitrator to pay potential cost of the full arbitration proceeding. The bond must be posted with and received by the arbitrator within five (5) calendar days after the demand for arbitration.

14.5.3. Disputes involving less than $200,000 shall be heard by one single arbitrator chose by agreement of the parties. If the parties cannot agree on the single arbitrator, then the parties shall each submit two names to a Judge designated by Pinal County who shall select the single arbitrator.

14.5.4. For disputes in excess of $200,000, the arbitration panel shall consist of three arbitrators: the Architect's appointed arbitrator, the CMAR's appointed arbitrator and a third arbitrator who shall be selected by the parties' arbitrators and serve as the Chair of the arbitration panel.

14.5.5. The arbitration is to be convened and administered under the Revised Uniform Arbitration Act (RUAA) (ARS § 12-3001 *et seq*.) and the American Arbitration Association Construction Rules shall serve as a guideline for proceedings, thus as a supplement to the RUAA.

14.6. Expedited Hearing. Any party can request the single arbitrator or the Chair of the arbitration panel to set an expedited hearing. If the single arbitrator or the Chair of the arbitration panel determines that the circumstances justify it, the single arbitrator or the Chair of the arbitration panel will arrange for scheduling of the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical but in no event later than thirty (30) calendar days after notification of request for arbitration having been received. This deadline can be extended only with the consent of all the parties to have dispute, or by decision of the single arbitrator or the Chair of the arbitration panel upon a showing of good cause.

14.7. Procedure. The single arbitrator or the arbitration panel will conduct the hearing in such a manner that will resolve disputes in a prompt, cost efficient manner giving regard to the rights of all parties. Each party shall supply to the single arbitrator or arbitration panel a written pre-hearing statement which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The single arbitrator or the Chair of the arbitration panel shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of any materials or information for which a privilege is recognized by Arizona law. The single arbitrator or the Chair upon proper application shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Pinal County Superior Court to have a protective order entered as may be appropriate to confirm or enforce such orders of the Chair.

14.7.1. Hearing Days. In order to effectuate parties' goals, the hearing once commenced, will proceed from working day to working day until concluded, absent a showing of good cause.

14.7.2. Award. The single arbitrator shall within ten (10) calendar days of the conclusion of a hearing issue an award. The arbitration panel shall, within ten (10) calendar days from the conclusion of any hearing, by majority vote, issue its award. The award shall include an allocation of fees and costs pursuant to 27.7.7 herein. The award is to be in accordance with the Contract and the law of the State of Arizona.

14.7.3. Scope of Award. Regardless of the provisions of the RUAA, the arbitration panel shall be without authority to award punitive damages, and any such punitive damage award shall be void. If an award is made against any party in excess of one hundred thousand dollars ($100,000), exclusive of interest, arbitration fees, costs and attorneys' fees, it shall be supported by written findings of fact, conclusions of law and a statement as to how damages were calculated.

14.7.4. Jurisdiction. The arbitration shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction over the claim as regards its amount upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing. If the dispute is determined to involve less than $200,000, the arbitration shall continue before the Neutral Arbitrator as a single arbitrator, with the party appointed arbitrators being excused.

14.7.5. Entry of Judgement. As provided in the RUAA, any party can make application to the Pinal County Superior Court for confirmation of an award, and for entry of judgement on it.

14.7.6. Severance and Joinder. To reduce the possibility of inconsistent adjudications, the Mediator or the single arbitrator or arbitration panel, may: (i) at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and (ii) the Mediator, on his own authority, or the single arbitrator or arbitration panel may, on its own authority, join or sever parties and/or claims subject to this ADR process as deemed necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes, provided; however, that the A/E, OWNER and Project Professionals shall not be joined as a party to any claim made by an Architect. Nothing herein shall create the right by any party to assert claims against another party not arising under or related to the Contract or not recognized under the substantive law as applicable to the dispute. Neither the Mediator nor the single arbitrator or arbitration panel is authorized to join to the proceeding parties not in privity with the County. The Architect cannot be joined to any pending arbitration proceeding, without Architect's express written consent and unless Architect is given the opportunity to participate in the selection of the single arbitrator or non-County appointed arbitrator.

14.7.7. Fees and Costs. Each party shall bear its own fees and costs in connection with any informal hearing before the mediation. All fees and costs associated with any arbitration before the single panel or arbitration panel, including without limitation the arbitrator fees, and the prevailing party's reasonable attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. In the event that Architect is the non-prevailing party, all fees and costs as noted above shall first be paid out of the bond posted with the arbitrator. In no event shall the Architect's obligation to pay fees and costs be limited to the amount of the bond posted herein. In no event shall any arbitrator's hourly fees be awarded in an amount in excess of $250 per hour and (i) costs shall not include any travel expenses in excess of mileage at the rate paid by Pinal County, not to exceed a one way trip of 150 miles, and (ii) all travel expenses, including meals, shall be reimbursed pursuant to the travel policy of Pinal County in effect at the time of the hearing. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the single arbitrator or arbitration panel.

14.7.8. Confidentiality. Any proceeding initiated under this ADR provision shall be deemed confidential to the maximum extent allowed by Arizona law and, except for disclosures to a party's attorneys or accountants, no party shall make any disclosure related to the disputed matter or to the outcome of any proceeding except to the extent required by law, or to seek interim equitable relief, or to enforce an agreement reached by the parties or an award made hereunder. This provision does not affect the County's right to inform the County Supervisors of the dispute.

14.7.9. Equitable Litigation. Notwithstanding any other provision of ADR to the contrary, any party can petition the Pinal County Superior Court for interim equitable relief as may become necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to the Project pending resolution of a dispute pursuant to ADR provided herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order entered by the arbitration panel. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

14.7.10. Change Order. Any award in favor of the Architect against the County or in favor of the County against the Architect shall be reduced to a Change Order and executed by the parties in accordance with the award and the provisions of the Contract or a settlement agreement as appropriate.

14.7.11. Merger and Bar. Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of the Contract performance period which reasonably should or could have been brought against any party that was or could have been brought into this ADR process, with respect to the subject claim. The arbitration panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error, or omission.

14.8. Inclusion in Other Contracts. The Architect shall cooperate with the County in efforts to include this ADR provision in all other Project contracts.

15. SUSPENSION AND TERMINATION

15.1. Project Suspension. Owner may suspend the Project and DP's services without cause but if the Project is suspended for more than one-hundred eighty (180) days, DP shall be paid for all Basic Services and Reimbursables that have been authorized by a Notice to Proceed and that were performed by DP and accepted by Owner prior to the date of such suspension. If the Project is resumed after having been suspended or more than 180 day, DP's further compensation shall be subject to negotiation.

15.2. Termination of Agreement.

15.2.1. Owner has the right to terminate this Agreement for its convenience upon seven (7) days written notice to DP. Upon such termination, all charts, sketches, studies, drawings, models and other documents related to services performed under this Agreement, whether finished or not, shall be turned over to Owner within ten (10) days of notice of termination provided that DP has been paid in full for services rendered and approved by Owner as of the date of termination and reasonable termination costs supported by documentation.

15.2.2. Owner has the right to terminate this Agreement for default upon seven (7) days written notice stating the grounds for default or material breach. If DP has not cured the default or breach to the satisfaction of Owner, Owner shall receive ownership of all design documents upon request of Owner and Owner has the right to use, renovate and to make derivative works of the design documents in order to complete the Project.

15.2.3. Termination, for whatever cause or on whatever basis, shall not result in DP's being entitled to claim any lost profits as a result of the termination.

15.3. 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 DP or a representative of DP 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 DP.

15.4. Suspension or Debarment. The County may, by written notice to DP, terminate the contract immediately if the County discovers that DP 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 DP's submittal of the accepted offer and will take its performance under the contract as DP's attestation that it is not currently suspended or debarred. If DP subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.

16. MISCELLANEOUS

16.1. Maintenance of Records. DP shall maintain and require Sub-consultant to retain adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by DP for a minimum of six (6) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Owner, or any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the six (6) year period noted above. Refusal of DP to comply with the provisions of this section shall be grounds for termination for cause of this Agreement by Owner.

16.2. Cancellation. Owner may cancel this Agreement without penalty or further obligation under ARS § 38-511 if any person significantly involved with this Agreement on behalf of Owner is or becomes a consultant to DP or a Sub-consultant with respect to the subject matter of the Agreement or an employee of DP does so.

16.3. Payment Obligations. All payment of obligations of Owner are conditioned on the availability of funds which are approved and allocated for such obligation. If funds are not allocated and available for continuation of DP's services, this Agreement may be terminated or suspended at the end of the time period for which funds are available. No liability or penalty shall accrue or be attributable to Owner in the event it becomes necessary to exercise rights under this provision.

16.4. Non-Defined Terms. If no specifically defined herein, terms, words and phrases will have their ordinary and common meaning and they, together with abbreviations, shall be interpreted consistent with the design professional industry standards and technical and trade meanings.

16.5. Non-Waiver Provisions. The failure of the Owner to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of the Agreement, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment of such terms, covenant, conditions or right with respect to further performance.

16.6. No Hazardous Substances or Products. DP shall use reasonable care not to specify for use in the Project any product known by DP to contain hazardous substances as deemed in 42 U.S.C 9601, et seq., unless no reasonable alternative is available and in that case Owner consent to sue shall first be obtained.

16.7. Environmental Contamination. DP shall immediately notify Owner both verbally and in writing of the presence of and location of any environmental contamination of the site which it becomes aware of or reasonably should become aware, including, but not limited to, hazardous substances and petroleum releases.

16.8. ADA Requirements. The Americans with Disabilities Act (ADA) is applicable to the Project. DP will use its skill and training as a design professional and exercise the applicable standard of care to design the Project in compliance with ADA requirements.

16.9. Successors and Assigns.

16.9.1. The performance of this Agreement shall not be transferred, pledged, sold, delegated or assigned, in whole or in part, by DP without the written consent of Owner.

16.9.2. DP and Owner each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

16.10. Certification of Wage Rates and Unit Costs. For any Authorization to Proceed for a project to be compensated under the Lump Sum method, DP shall certify that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of said Authorization to Proceed. The original Project price and any addition thereto will be adjusted to exclude any significant sums by which Owner determines the project price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such price adjustments will be made within one (1) year following the end of the Project.

16.11. Notices. Whenever any party is required to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

Pinal County Facilities Management	**Design Professional**
Attn: Himanshu Patel, Director	**Name:** Jeffry Swan, President
Address: PO Box 876 Florence, AZ 85132	**Address:** 855 N. 5th Ave Phoenix, AZ 85003
	E-mail: jeff@swanarchitects.com
With Copies to Pinal County Purchasing: **Attn:** Lorina Gillette, Procurement Officer	**With Copies to Construction Manager at Risk:** **Attn:**
Address: P.O. Box 1348 Florence, AZ 85132	**Address:**
E-mail: Purchasing@Pinal.gov	**E-mail:**

An authorized County representative and an authorized DP 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.

16.12. Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the agreement between the parties.

16.13. Survival of Provisions. All terms, conditions, and obligations of Owner and DP hereunder shall survive the termination or expiration of this Agreement as necessary and appropriate for such parties to fulfill their obligations that accrued during the Term of this Agreement.

16.14. Extent of Agreement. This Agreement represents the entire and integrated agreement between Owner and DP and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any way, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of any provision of this Agreement.

16.15. No Contingent Fee. DP (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for DP (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee

working solely for DP (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

16.16. Applicable Law and Venue of Litigation. This Agreement shall be enforced, interpreted, and construed in accordance with and governed by the laws of the State of Arizona, including the Revised Uniform Arbitration Act (A.R.S. § 12-3001 et seq.), which is applicable hereto. Any suit or action brought by any party concerning this Agreement, or arising out of this Agreement, shall be brought in Pinal County, Arizona.

16.17. 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.

16.18. 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

16.19. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” ‘hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

16.20. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

16.21. Compliance with Laws. DP shall comply with all applicable laws, codes, ordinances, rules, regulations and resolutions in performing its duties, responsibilities and obligations related to this Agreement.

16.22. Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alternation in the terms or conditions contained herein shall be effective unless set forth in writing.

16.23. Legal Worker Requirements. As required by ARS § 41-4401, Owner is prohibited after September 30, 2008 from awarding a contract to any service or construction contractor who fails, or whose subcontractors fail, to comply with ARS § 23-214-A. CMAR warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administrated by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to CMAR. CMAR acknowledges that a breach of this warranty by CMAR or by any subcontractor or sub-subcontractor under this Agreement shall be deemed a material breach of this Agreement, and is grounds for penalties, including termination of this Agreement by Owner. Owner retains the right to inspect the records of any DP, subcontractor and sub-subcontractor employee who performs work under this Agreement, and to conduct random verification of the employment records of CMAR any subcontractor and sub-subcontractor who works on this Contract, to ensure that CMAR and each subcontractor and sub-subcontractor is complying with the warranties set forth above. CMAR shall be responsible for all costs associated with compliance with this requirement.

16.24. Influence. As prescribed in PC1-1202 of the Pinal County Procurement Code, any effort to influence an employee or agent to breach the Pinal County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under PC1-902. An attempt to influence includes, but is not limited to:

16.24.1. A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment, educational passes, tickets, or any type of valuable contribution or subsidy;

16.24.2. That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

16.25. Amendments. The contract 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 DP will be void and without effect; DP will not be entitled to any claim made under the contract based on any such purported changes.

16.25.1. Contractor's counter-signature (or approval) of contract modifications is not required to give effect if the contract amendment only covers either:

16.25.1.1. Extension of the term of the contract within the maximum aggregate term;

16.25.1.2. Revision to Procurement Officer appointment or contact information; or

16.25.1.3. 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 17.25.1.1 – 17.25.1.3 above, both parties' signature (or approval) of a contract modification is required to give it effect.

16.26. Non-Discrimination. DP 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.

16.27. Uniform Administrative Requirements. When applicable and by entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

PINAL COUNTY

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

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

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

BY: Mike Goodman
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

(Signature)

DATE: 10/30/2024

SWAN ARCHITECTS INC.
833 N. 5th Ave.
Phoenix, AZ 85003

BY: Jeffry Swan
(Name)

President
(Title)

(Signature)

DATE: 9.27.2024

Approved as to Legal Content:

9/27/24
Pinal County Attorney's Office (Date)

PINAL COUNTY

Exhibit A – Scope of Work

PINAL COUNTY

Exhibit B – Lump Sum Amount, Hourly Rates and Hours

PINAL COUNTY

Exhibit C – Record Drawing Procedures

Introduction

These guidelines are issued to promote the development of electronic drawings suitable for use in the Maricopa County Facilities Management Department CAD environment. Consistency and compatibility with existing Maricopa County documents can only be achieved when these standards are strictly adhered to. Electronic drawings produced and submitted in accordance with these standards have significantly greater value to Maricopa County. Design Professionals (DP), their Sub-consultants, CMR's delivering documentation to Maricopa County must ensure these standards are reviewed, understood and followed by those people responsible for preparing electronic drawings.

Renovations and Space Change Projects Requirements

For typical Renovation and Space Planning projects, the DP is responsible for submitting a complete set of Construction Documents (CDs) to Maricopa County prior to the beginning of construction. Upon completion of construction, CMRs are responsible for submitting complete As-Built documentation (per definitions included in the Agreement Between The County of Maricopa, Arizona and Design Professional) to the Owner (in both electronic and hardcopy formats) and DP is responsible for submitting the Record Drawings to the Owner based on this As-Built documentation. Construction Documents and Record Drawings submitted to the Owner need to adhere the criteria outlined in this document.

All “DWG” files and AutoCAD drawing entities submitted at the end of a project must be able to be manipulated using standard AutoCAD drafting procedures. Non-compliance with this policy may result in the rejection of AutoCAD files submitted at project closeout, in addition to delayed rendering of final project payment. “DXF” files will not be accepted at project closeout as a substitution for “DWG” AutoCAD file deliverables. **Projects using Building Information Modeling (BIM) software are still required to submit “DWG” formats for their projects.**

Electronic File Format

CAD drawings must be submitted in full compliance with AutoCAD software 2007 drawing file format (file extension = .DWG).

All Construction and Record Document project drawings must be submitted to Maricopa County Facilities Management Department in all file formats listed below; other formats are not acceptable without the prior consent of Maricopa County Facilities Management Department.

- AutoCAD® 2007 or higher – DWG format only.
- Adobe® PDF version 6.0 or higher.

Scale, Units, Coordinate System and Orientation

AutoCAD drawings should be drafted at full scale in architectural or engineering units, such that one drawing unit equals one inch. The User Coordinate System (UCS) for all AutoCAD drawings should be set to “World”.

Tolerances

When projects require creation of new AutoCAD floor plans from field measurements, exterior building dimensions should reconcile to within one (1) inch of actual building dimensions as measured in the field. Interior building dimensions must reconcile to within half (1/2) inch of actual field dimensions. However, individual project requirements may vary. Please confirm requirements with the Project Manager designated by Maricopa County.

Blocks

The following rules must be employed when handling block entities:

1. All entities within a block must be created on layer 0.
2. Drawing entities translated into AutoCAD blocks from non-AutoCAD systems must revert to layer 0 when exploded within AutoCAD.

Policy on External Reference Files (XREFs)

Maricopa County **will not** accept the submission of any AutoCAD drawing deliverable which contains unbound references to external source drawing files. All externally referenced data sources that were used during the AutoCAD drawing production phase should be incorporated as a block within a single drawing file, including the title block and all identifying information visible in the printed image, upon project completion and prior to submission to Maricopa County. Layers

contained in XREF's inserted as blocks should conform to Maricopa County guidelines. The resulting self-contained drawing file is an acceptable deliverable to Maricopa County.

Owner Supplied CAD Files

Prior to commencement of design and construction services, Maricopa County will provide past Record Drawings in AutoCAD per the Contract Agreement that can be used as the background for space documentation projects. These have been generated using a variety of methods and may require field verification. When no pre-existing Record Drawings in AutoCAD are available, consultants will be required to produce drawings entirely from field measurements. AutoCAD files are transmitted for the convenience and expediency of the DP, their Sub-consultants and the CMR but bear no implicit or explicit guarantee of accuracy, reliability or correctness". It is recommended to all recipients of Owner-supplied drawing files to perform their own verifications as necessary to develop drawings for each phase of the project.

Layers for CAD Files

All AutoCAD Files shall include but not be limited to the following building features that define the physical boundaries necessary to define space, such as: 1) exterior walls; 2) vertical elevations & sections; 3) details; 4) schedules; 5) doors; 6) glazing; 7) elevator shafts; 8) stair wells and other changes in floor elevation; 9) built-in furniture and/or modular systems. The DP, their Sub-consultants and the CMR shall adhere to these layer standards as much as possible, although additional layers, conforming to standard formats, may be necessary, while some layers may not be applicable to every space documentation project (furniture, roof lines, etc.).

AutoCAD layers should be named in accordance with the latest U.S. National CAD Standard (NCS) which can be obtained from the National Institute of Building Sciences. Custom layers added by Maricopa County begin with MC-. The specific name of custom layers may vary slightly by Maricopa County owner.

AIA CAD Layer Guidelines

See U.S. National CAD Standard Version 3 (attached).

USE OF BUILDING INFORMATION MODELING (BIM)

Although projects may utilize Building Information Modeling (BIM) for conveying three-dimensional design, two-dimensional deliverables are still required as outlined in this guideline and as specified in Maricopa County Agreements with the DP, their Sub-consultants and CMRs.

BIM Execution Plan

Projects utilizing BIM are required to provide a BIM Execution Plan to document modeling practices. This document declares what is being modeled, the accuracy of the models, the intent of the models, and how project teams work within the models.

BIM Standards

Modeling practices and standards should be declared and agreed upon in the Project's BIM Execution Plan.

BIM Models and Deliverables

Models turned over to Maricopa County as a deliverable must meet the requirements of the agreed upon BIM Execution Plan.

Use of Revit

Models are to be created in the most current version of Autodesk Revit. Modeling practices are to be declared in the project's BIM Execution Plan.

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
OFFICE OF BUDGET & FINANCE

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

To: Pinal County Board of Supervisors

From: Eric Zander, Procurement Officer

Date: October 30, 2024

Re: Contract Award of RFP #231527 Vehicle and Equipment Parts, Repair and Services

Background

Request for Proposal 231527 was published to solicit proposals from qualified suppliers to provide vehicle and equipment parts, repair, and services for the Fleet Services department.

Selection Process

Three (3) proposals were received and opened on September 19, 2024, at 2:15 p.m., and one (1) of the proposals was deemed responsive and responsible and was 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.

Responders:

Element Fleet Corp.
Mobile Techs LLC
Watson Chevrolet

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 231527RFP Vehicle and Equipment Parts, Repair, and Services to Mobile Techs LLC. The term of the proposed contract will run concurrent with the current contract through October 25, 2025, with two (2) one-year optional extensions. The estimated cost to the County for the initial contract term is $400,000.00

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

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

Respectfully submitted,

Eric Zander

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

PINAL COUNTY

Contract 231527RFP
Vehicle and Equipment Parts, Repair, & 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, Mobile Techs LLC, whose primary address is 12438 Wiles Road Coral Springs, FL 33076

1. CONTRACT TERM. The resultant contract term will commence upon contract execution, and will run concurrent 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 four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.

3. CONTRACT TYPE.

   Contracted Labor Rates. The contracted labor rates are the fully-burdened and marked-up billing rates for Contractor's labor scheduled in the requested Pricing Document, 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.

   Discount Off List or Catalog. A discount off list or catalog means a percentage discount to be applied to a base price or from one or more contractually-established price lists against published catalogs. The applicable discounts are scheduled in the requested Pricing Document.

   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.

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. N/A

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 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
Pinal County Finance Department
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 herein.

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

9. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

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

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

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

12. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the contact 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:

PINAL COUNTY

County	Contractor
Name: Pinal County Purchasing **Attn:** Eric Zander	**Name: Mobile Techs, LLC** **Luis Ferrer**
Address: PO Box 1348 Florence, AZ 85132	**Address:** 12438 Wiles Rd. Coral Springs FL, 33076
Title: Procurement Officer	**Title: Owner**
Email: Purchasing@Pinal.gov	**Email: Luis@mobiletechs-fl.com**

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

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

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

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

14.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor's or Subcontractors' plant(s) or places of business related to performance under the contract.

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

14.6 Acceptance of Work.

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

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

14.7 Ownership of Intellectual Property.

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

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

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

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

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

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

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

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

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

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

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

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

14.11 Offshore Performance of Certain Work Prohibited. Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

14.12 Estimated Quantities. Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.

14.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.

14.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons

employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.

14.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).

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

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

14.19 Work on County Premises.

a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.

b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 “Right to Offset.”

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

14.21 Israel Boycott Prohibited. **Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law**, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of $100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

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

15. CONTRACT CHANGES.

15.1 Contract Amendments. The contract is issued under the authority of the Pinal County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.

15.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:

a. Extension of the term of the contract within the maximum aggregate term;
b. Revision to Procurement Officer appointment or contact information; or
c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

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

15.3 Assignment and Delegation. Contractor shall not assign in whole or in part its rights or delegate in whole or in part 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. Notwithstanding any other provisions of this section, 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) or Garage Liability. 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 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.

Coverage must be endorsed to include Garagekeepers liability for vehicles being repaired, stored or transported by Contractor, written on a Direct Primary basis with $1,000,000 per Occurrence and $100,000 for each vehicle.

Policy must include coverage for losses on Contractor's garage premises or due to operations necessary and incidental to the garage business, or automobile service and repair operations.

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

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

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract.

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

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

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$1,000,000

Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

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

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

(1) The Contractor's coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the County, its agents, officials, or employees.

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

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

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

e. Verification of Coverage. Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.

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

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

a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;

b. Arise out of or are recovered under workers' compensation laws; and/or

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

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

16.4 Public Health Information Indemnification. N/A

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

a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;

b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;

c. County may elect to participate in such action at its own expense; and

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

16.6 Force Majeure.

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

b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

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

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

17. WARRANTIES

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

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

a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;

b. Be free from defects of material and workmanship;

c. Conform to or perform in a manner consistent with current industry standards; and

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

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

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

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

17.5 Data Protection and Confidentiality of Records.

a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:

(1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

(2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.

b. Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the

contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.) NOTE: For convenience of reference only, the OMB memorandum is available at: https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf. NOTE: For convenience of reference only, the GSA directive is available at: http://www.gsa.gov/portal/directive/d0/content/658222

c. Protected Health Information. Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

(1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;

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

17.6 Intellectual Property. Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

17.7 Compliance with Applicable Laws, Licensing and Permits. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

17.8 Lobbying. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include "anti-lobbying" provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County's benefit or on the County's behalf.

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

18. COUNTY'S CONTRACTUAL REMEDIES

18.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.

18.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.

18.3 Non-exclusive Remedies. The County's rights and remedies under the contract are not exclusive.

18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.

18.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

19.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

19.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.

19.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.

19.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.

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

a. Comply with any requirement, term, or condition of the contract;

b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;

c. Make satisfactory progress in carrying out the work; or

d. Failure to conduct business in an ethical or legal manner.

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

services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

20. CONTRACT CLAIMS

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

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

PINAL COUNTY

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

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

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

BY: Mike Goodman
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

(Signature)

DATE: 10/30/2024

Mobile Techs, LLC
12438 Wiles Rd.
Coral Springs, FL 33076

BY: Luis Ferrer
(Name)

President
(Title)

(Signature)

DATE: 10/1/24

Approved as to Legal Content:

10/4/24
Pinal County Attorney's Office (Date)

PINAL COUNTY

Exhibit A

Scope of Work

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

PINAL COUNTY

Exhibit B

Contract Pricing

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

PINAL COUNTY

Exhibit C

Responder's Proposal

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

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
OFFICE OF BUDGET & FINANCE

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

To: Pinal County Board of Supervisors

From: Kristen Grieco, Procurement Officer

Date: October 30, 2024

Re: Contract Amendment for RFP #202725 Court Ordered Evaluations

It is requested the Board approve a contract term extension with the following suppliers who provide Court Ordered Evaluations for the Public Fiduciary Department :

Community Bridges, Inc.
Sonora Behavioral Health

The County has spent approximately $975,000 on these contracts in the last year and $370,000 is anticipated in the upcoming months of the contract.

The current term of this contract expires on December 15, 2024. The new term, if approved, will begin on December 16, 2024, and will continue through March 21, 2025. This extension will ensure that Court Ordered Evaluations continue uninterrupted while transitioning to a new vendor. 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,

Kristen Grieco

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

PINAL COUNTY

Contract Amendment

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

Contract: 202725RFP
Amendment #4
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Court Ordered Evaluation Services

Contractor Name: **Community Bridges, Inc.**

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 March 21, 2025.

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

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

X	X October 30, 2024
Mike Goodman, Chairman Pinal County Board of Supervisors	Date

PINAL COUNTY

Contract Amendment

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

Contract: 202725RFP
Amendment #4
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Court Ordered Evaluation Services

Contractor Name: Sonora Behavioral Health

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 March 21, 2025.

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

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

X	X October 30, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
OFFICE OF BUDGET & FINANCE

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

To: Pinal County Board of Supervisors

From: Eric Zander, Procurement Officer

Date: October 30, 2024

Re: Contract Amendment for IFB #221126 Landfill Disposal Services
It is requested the Board approve a contract term extension with Waste Management of Arizona who provides Landfill Disposal Services Countywide.

The County has spent approximately $15,000 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 September 28, 2024. The new term, if approved, will begin on September 29, 2024, and will continue through September 28, 2025. After this extension, one (1) one-year optional extension will remain.

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

Respectfully submitted,

Eric Zander

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

PINAL COUNTY

Contract Amendment

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

Contract: 221126IFB
Amendment #3
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Landfill Disposal Services

Contractor Name: **Waste Management of Arizona, Inc.**

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 September 28, 2025.

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

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

X	X October 30, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
OFFICE OF BUDGET & FINANCE

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

To: Pinal County Board of Supervisors

From: Kristen Grieco, Procurement Officer

Date: October 30, 2024

Re: Contract Amendment for RFP #222426RFP Trauma Counseling

It is requested the Board approve a contract term extension with E-Therapy, LLC who provides Trauma Counseling for the Public Health Department .

The County has spent approximately $5,000 on this contract in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on November 17, 2024. The new term, if approved, will begin on November 18, 2024, and will continue through November 17, 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,

Kristen Grieco

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

PINAL COUNTY

Contract Amendment

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

Contract: 222426RFP
Amendment #3
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Trauma Counseling

Contractor Name: **E-Therapy, 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 November 17, 2025.

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

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

X	X October 30, 2024
Mike Goodman, Chairman Pinal County Board of Supervisors	Date

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
OFFICE OF BUDGET & FINANCE

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

To: Pinal County Board of Supervisors

From: Eric Zander, Procurement Officer

Date: October 30, 2024

Re: Contract Amendment for RFP #231527 Vehicle and Equipment Parts, Repair, and Services.

It is requested the Board approve a contract term extension with the following suppliers who provide vehicle and equipment parts, repair, and services for the Pinal County Fleet Services Department.

Callahan Enterprises, LLC
Earnhardt Chevrolet
Earnhardt Ford Company Sales
Houseright & Sons LLC
Napa/Day Auto Supply
Pinal County Autoglass
Quality Vans & Specialty Vehicles
Reparto Veloce
Rodeo Chrysler Dodge Jeep Ram
RWC Group
Sonsray Machinery
Watson Chevrolet

The County has spent approximately $400,000 on this contract in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on October 26, 2024. The new term, if approved, will begin on October 27, 2024, and will continue through October 26, 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

PINAL COUNTY

Contract Amendment

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

Contract: 231527RFP
Amendment #1
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Vehicle and Equipment Parts, Repair, and Services

Contractor Name: **Callahan Enterprises, 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 October 26, 2025.

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

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

X	X October 30, 2024
Mike Goodman, Chairman Pinal County Board of Supervisors	Date

PINAL COUNTY

Contract Amendment

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

Contract: 231527RFP
Amendment #2
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Vehicle and Equipment Parts, Repair, and Services

Contractor Name: **Earnhardt Chevrolet**

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 October 26, 2025.

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

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

X	X October 30, 2024
Mike Goodman, Chairman Pinal County Board of Supervisors	Date

PINAL COUNTY

Contract Amendment

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

Contract: 231527RFP
Amendment #2
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Vehicle and Equipment Parts, Repair, and Services

Contractor Name: **Earnhardt Ford Company Sales**

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 October 26, 2025.

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

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

X	X October 30, 2024
Mike Goodman, Chairman Pinal County Board of Supervisors	Date

PINAL COUNTY

Contract Amendment

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

Contract: 231527RFP
Amendment #2
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Vehicle and Equipment Parts, Repair, and Services

Contractor Name: **Houseright and Sons 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 October 26, 2025.

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

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

X	X October 30, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	

PINAL COUNTY

Contract Amendment

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

Contract: 231527RFP
Amendment #2
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Vehicle and Equipment Parts, Repair, and Services

Contractor Name: **Napa/Day Auto Supply**

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 October 26, 2025.

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

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

X	X October 30, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	

PINAL COUNTY

Contract Amendment

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

Contract: 231527RFP
Amendment #2
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Vehicle and Equipment Parts, Repair, and Services

Contractor Name: **Pinal County Autoglass**

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 October 26, 2025.

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

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

X	X October 30, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	

PINAL COUNTY

Contract Amendment

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

Contract: 231527RFP
Amendment #1
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Vehicle and Equipment Parts, Repair, and Services

Contractor Name: **Quality Vans & Specialty Equipment**

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 October 26, 2025.

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

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

X	X October 30, 2024
Mike Goodman, Chairman Pinal County Board of Supervisors	Date

PINAL COUNTY

Contract Amendment

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

Contract: 231527RFP
Amendment #1
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Vehicle and Equipment Parts, Repair, and Services

Contractor Name: **Reparto Veloce**

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 October 26, 2025.

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

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

X	X October 30, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	

PINAL COUNTY

Contract Amendment

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

Contract: 231527RFP
Amendment #2
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Vehicle and Equipment Parts, Repair, and Services

Contractor Name: **Rodeo Chrysler Dodge Jeep Ram**

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 October 26, 2025.

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

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

X	X October 30, 2024
Mike Goodman, Chairman Pinal County Board of Supervisors	Date

PINAL COUNTY

Contract Amendment

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

Contract: 231527RFP
Amendment #1
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Vehicle and Equipment Parts, Repair, and Services

Contractor Name: **RWC Group**

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 October 26, 2025.

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

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

X	X October 30, 2024
Mike Goodman, Chairman Pinal County Board of Supervisors	Date

PINAL COUNTY

Contract Amendment

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

Contract: 231527RFP
Amendment #2
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Vehicle and Equipment Parts, Repair, and Services

Contractor Name: **Sonsray Machinery**

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 October 26, 2025.

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

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

X	X October 30, 2024
Mike Goodman, Chairman Pinal County Board of Supervisors	Date

PINAL COUNTY

Contract Amendment

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

Contract: 231527RFP
Amendment #1
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Vehicle and Equipment Parts, Repair, and Services

Contractor Name: **Watson Chevrolet**

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 October 26, 2025.

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

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

X	X October 30, 2024
Mike Goodman, Chairman Pinal County Board of Supervisors	Date

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Requisition

Req. Number
171751

.

Req. Date: 10/14/2024

Department Contact:	Ship to:	Supplier:
TRAWLE, CHRISTINE A Phone: - Branch Plant: IT-EXECUTIVE MANAGEMENT Fund Source: GENERAL FUND	INFORMATION TECHNOLOGY DEPARTMENT IT RECEIVING BLDG 75 N. MAIN STREET FLORENCE AZ 85132	ACCELA PO BOX 208298 DALLAS TX 75320-8298 Phone: 925 - 659-3200 EXT 3 Fax: 925 - 560-6570

Buyer: Riley Brimhall, Buyer
Phone: -
Email: Riley.Brimhall@pinal.gov

Requested Delivery Date: 10/14/2024
Payment Terms: Net 30
Shipping Terms: FOB Destination

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

Contract Entity Pinal County
Contract Number CI
Contract Expiry 8/22/2026

Reference: Accela Maintenance year 2 of 10 Term: 10/01/2024 - 09/30/2025

Department Contact: Robert Stanley robert.stanley@pinal.gov | Christine Trawle christine.trawle@pinal.gov |

itadmins@pinal.gov

Vendor Contact: MDonocan@accela.com | Accountsreceivable@accela.com

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00		LS		Accela Maintenance year 2 10/01/2024 - 09/30/2025 .	$0.00	$543,900.00
2.00		LS		sales tax	$0.00	$41,336.40

Total Order: $585,236.40

Accela

Accela Inc.
9110 Alcosta Blvd
Ste H #3030
San Ramon CA 94583

Invoice #	INV-ACC60427
Invoice Date	9/18/2024
Invoice Due Date	10/18/2024
Invoice Currency	USD
Term Start Date	10/13/2023
Term End Date	10/12/2028
Open Air #	
Page	1 of 1

Bill To:
Pinal County Finance Department
P.O. Box 1348
Florence AZ 85132

Ship To:
Information Technology Department
Pinal County, AZ
75 North Main Street
Florence AZ 85132-0140

Q-31700; Terms: 10/13/2024 - 10/12/2025

Purchase Order No.	Customer ID	Sales Order	Payment Terms
	2058 Pinal, AZ - County of	SO-ACC20265	Net 30

Item Number	Description	Quantity	Ext. Price
SS	Multi Solution User	250	$459,375.00
SS	> Accela Building - SaaS	250	$0.00
SS	> Accela Planning - SaaS	250	$0.00
SS	> Accela Environmental Health - SaaS	250	$0.00
SS	> Accela Service Request Management - SaaS	250	$0.00
SS	> Accela Custom (Asset Management) - SaaS	250	$0.00
AS	Enhanced Reporting Database (ERD)	1	$55,125.00
SS	OpenCities OpenForms (3rd Party Service)	1	$12,075.00
SS	OpenCities Department Website (3rd Party Service)	1	$14,700.00
AS	- Interface OpenCities - Accela Connector	1	$2,625.00

Subtotal	$543,900.00
Trade Discount	
Tax	$41,336.40
Total Invoice Amount USD	$585,236.40
Balance Due USD	$585,236.40

Please direct inquiries to:
Accounts Receivable Dept. at (925) 659-3275
Send an email to: accountsreceivable@accela.com

Accela TAX ID: 94-276-7678

Remit To:
Accela Inc.
P.O. Box 208298
Dallas, TX 75320-8298

Wiring Instructions
Wells Fargo Bank
For credit to: Accela Inc.
Account: 412-1765507
ABA: 121000248

2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Matthew Donovan
Contact Phone:
Contact Email: mdonovan@accela.com
Quote ID: Q-31607
Valid Through: 9/30/2023
Currency: USD

Order Form

Address Information

Bill To:
Pinal County
PO Box 1348
Florence, Arizona 85132
United States

Billing Name: Christine Trent
Billing Phone: (520) 866-6888
Billing Email: christine.trent@pinalcountyaz.gov

Ship To:
Pinal County
75 N. Main Street
Florence, Arizona 85132
United States

Services

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	10/1/2023	9/30/2024	12	$1,750.00	250	$437,500.00
> Accela Building - SaaS	Year 1	10/1/2023	9/30/2024	12	$0.00	250	$0.00
> Accela Planning - SaaS	Year 1	10/1/2023	9/30/2024	12	$0.00	250	$0.00
> Accela Environmental Health - SaaS	Year 1	10/1/2023	9/30/2024	12	$0.00	250	$0.00
> Accela Service Request Management - SaaS	Year 1	10/1/2023	9/30/2024	12	$0.00	250	$0.00
> Accela Custom (Asset Management) - SaaS	Year 1	10/1/2023	9/30/2024	12	$0.00	250	$0.00
Enhanced Reporting Database (ERD)	Year 1	10/1/2023	9/30/2024	12	$52,500.00	1	$52,500.00
OpenCities OpenForms (3rd Party Service)	Year 1	10/1/2023	9/30/2024	12	$11,500.00	1	$11,500.00
OpenCities Department Website (3rd Party Service)	Year 1	10/1/2023	9/30/2024	12	$14,000.00	1	$14,000.00
- Interface OpenCities - Accela Connector	Year 1	10/1/2023	9/30/2024	12	$2,500.00	1	$2,500.00
Training Unit - Training		10/1/2023		120	$0.00	25	$0.00
						Services TOTAL:	$518,000.00

MAS

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Managed Application Services	Year 1	4/1/2024	3/31/2025	12	50,000.00	1	$250,000.00
						MAS TOTAL:	$250,000.00

Services

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	10/1/2024	9/30/2025	12	$1,837.50	250	$459,375.00
> Accela Building - SaaS	Year 2	10/1/2024	9/30/2025	12	$0.00	250	$0.00
> Accela Planning - SaaS	Year 2	10/1/2024	9/30/2025	12	$0.00	250	$0.00
> Accela Environmental Health - SaaS	Year 2	10/1/2024	9/30/2025	12	$0.00	250	$0.00
> Accela Service Request Management - SaaS	Year 2	10/1/2024	9/30/2025	12	$0.00	250	$0.00
> Accela Custom (Asset Management) - SaaS	Year 2	10/1/2024	9/30/2025	12	$0.00	250	$0.00
Enhanced Reporting Database (ERD)	Year 2	10/1/2024	9/30/2025	12	$55,125.00	1	$55,125.00
OpenCities OpenForms (3rd Party Service)	Year 2	10/1/2024	9/30/2025	12	$12,075.00	1	$12,075.00
OpenCities Department Website (3rd Party Service)	Year 2	10/1/2024	9/30/2025	12	$14,700.00	1	$14,700.00
- Interface OpenCities - Accela Connector	Year 2	10/1/2024	9/30/2025	12	$2,625.00	1	$2,625.00
						Services TOTAL:	$543,900.00

Services

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	10/1/2025	9/30/2026	12	$1,929.38	250	$482,343.75
> Accela Building - SaaS	Year 3	10/1/2025	9/30/2026	12	$0.00	250	$0.00
> Accela Planning - SaaS	Year 3	10/1/2025	9/30/2026	12	$0.00	250	$0.00
> Accela Environmental Health - SaaS	Year 3	10/1/2025	9/30/2026	12	$0.00	250	$0.00
> Accela Service Request Management - SaaS	Year 3	10/1/2025	9/30/2026	12	$0.00	250	$0.00
> Accela Custom (Asset Management) - SaaS	Year 3	10/1/2025	9/30/2026	12	$0.00	250	$0.00
Enhanced Reporting Database (ERD)	Year 3	10/1/2025	9/30/2026	12	$57,881.25	1	$57,881.25

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
OpenCities OpenForms (3rd Party Service)	Year 3	10/1/2025	9/30/2026	12	$12,678.75	1	$12,678.75
OpenCities Department Website (3rd Party Service)	Year 3	10/1/2025	9/30/2026	12	$15,435.00	1	$15,435.00
- Interface OpenCities - Accela Connector	Year 3	10/1/2025	9/30/2026	12	$2,756.25	1	$2,756.25
						Services TOTAL:	$571,095.00

Services

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	10/1/2026	9/30/2027	12	$2,025.84	250	$506,460.94
> Accela Building - SaaS	Year 4	10/1/2026	9/30/2027	12	$0.00	250	$0.00
> Accela Planning - SaaS	Year 4	10/1/2026	9/30/2027	12	$0.00	250	$0.00
> Accela Environmental Health - SaaS	Year 4	10/1/2026	9/30/2027	12	$0.00	250	$0.00
> Accela Service Request Management - SaaS	Year 4	10/1/2026	9/30/2027	12	$0.00	250	$0.00
> Accela Custom (Asset Management) - SaaS	Year 4	10/1/2026	9/30/2027	12	$0.00	250	$0.00
Enhanced Reporting Database (ERD)	Year 4	10/1/2026	9/30/2027	12	$60,775.31	1	$60,775.31
OpenCities OpenForms (3rd Party Service)	Year 4	10/1/2026	9/30/2027	12	$13,312.69	1	$13,312.69
OpenCities Department Website (3rd Party Service)	Year 4	10/1/2026	9/30/2027	12	$16,206.75	1	$16,206.75
- Interface OpenCities - Accela Connector	Year 4	10/1/2026	9/30/2027	12	$2,894.06	1	$2,894.06
						Services TOTAL:	$599,649.75

Services

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	10/1/2027	9/30/2028	12	$2,127.14	250	$531,783.98
> Accela Building - SaaS	Year 5	10/1/2027	9/30/2028	12	$0.00	250	$0.00
> Accela Planning - SaaS	Year 5	10/1/2027	9/30/2028	12	$0.00	250	$0.00
> Accela Environmental Health - SaaS	Year 5	10/1/2027	9/30/2028	12	$0.00	250	$0.00
> Accela Service Request Management - SaaS	Year 5	10/1/2027	9/30/2028	12	$0.00	250	$0.00
> Accela Custom (Asset Management) - SaaS	Year 5	10/1/2027	9/30/2028	12	$0.00	250	$0.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Enhanced Reporting Database (ERD)	Year 5	10/1/2027	9/30/2028	12	$63,814.08	1	$63,814.08
OpenCities OpenForms (3rd Party Service)	Year 5	10/1/2027	9/30/2028	12	$13,978.32	1	$13,978.32
OpenCities Department Website (3rd Party Service)	Year 5	10/1/2027	9/30/2028	12	$17,017.09	1	$17,017.09
- Interface OpenCities - Accela Connector	Year 5	10/1/2027	9/30/2028	12	$3,038.77	1	$3,038.77
						Services TOTAL:	$629,632.24

Services

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 6	10/1/2028	9/30/2029	12	$2,233.49	250	$558,373.18
> Accela Building - SaaS	Year 6	10/1/2028	9/30/2029	12	$0.00	250	$0.00
> Accela Planning - SaaS	Year 6	10/1/2028	9/30/2029	12	$0.00	250	$0.00
> Accela Environmental Health - SaaS	Year 6	10/1/2028	9/30/2029	12	$0.00	250	$0.00
> Accela Service Request Management - SaaS	Year 6	10/1/2028	9/30/2029	12	$0.00	250	$0.00
> Accela Custom (Asset Management) - SaaS	Year 6	10/1/2028	9/30/2029	12	$0.00	250	$0.00
Enhanced Reporting Database (ERD)	Year 6	10/1/2028	9/30/2029	12	$67,004.78	1	$67,004.78
OpenCities OpenForms (3rd Party Service)	Year 6	10/1/2028	9/30/2029	12	$14,677.24	1	$14,677.24
OpenCities Department Website (3rd Party Service)	Year 6	10/1/2028	9/30/2029	12	$17,867.94	1	$17,867.94
- Interface OpenCities - Accela Connector	Year 6	10/1/2028	9/30/2029	12	$3,190.70	1	$3,190.70
						Services TOTAL:	$661,113.84

Services

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 7	10/1/2029	9/30/2030	12	$2,345.17	250	$586,291.84
> Accela Building - SaaS	Year 7	10/1/2029	9/30/2030	12	$0.00	250	$0.00
> Accela Planning - SaaS	Year 7	10/1/2029	9/30/2030	12	$0.00	250	$0.00
> Accela Environmental Health - SaaS	Year 7	10/1/2029	9/30/2030	12	$0.00	250	$0.00
> Accela Service Request Management - SaaS	Year 7	10/1/2029	9/30/2030	12	$0.00	250	$0.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
> Accela Custom (Asset Management) - SaaS	Year 7	10/1/2029	9/30/2030	12	$0.00	250	$0.00
Enhanced Reporting Database (ERD)	Year 7	10/1/2029	9/30/2030	12	$70,355.02	1	$70,355.02
OpenCities OpenForms (3rd Party Service)	Year 7	10/1/2029	9/30/2030	12	$15,411.10	1	$15,411.10
OpenCities Department Website (3rd Party Service)	Year 7	10/1/2029	9/30/2030	12	$18,761.34	1	$18,761.34
- Interface OpenCities - Accela Connector	Year 7	10/1/2029	9/30/2030	12	$3,350.24	1	$3,350.24
						Services TOTAL:	$694,169.54

Services

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 8	10/1/2030	9/30/2031	12	$2,462.43	250	$615,606.43
> Accela Building - SaaS	Year 8	10/1/2030	9/30/2031	12	$0.00	250	$0.00
> Accela Planning - SaaS	Year 8	10/1/2030	9/30/2031	12	$0.00	250	$0.00
> Accela Environmental Health - SaaS	Year 8	10/1/2030	9/30/2031	12	$0.00	250	$0.00
> Accela Service Request Management - SaaS	Year 8	10/1/2030	9/30/2031	12	$0.00	250	$0.00
> Accela Custom (Asset Management) - SaaS	Year 8	10/1/2030	9/30/2031	12	$0.00	250	$0.00
Enhanced Reporting Database (ERD)	Year 8	10/1/2030	9/30/2031	12	$73,872.77	1	$73,872.77
OpenCities OpenForms (3rd Party Service)	Year 8	10/1/2030	9/30/2031	12	$16,181.65	1	$16,181.65
OpenCities Department Website (3rd Party Service)	Year 8	10/1/2030	9/30/2031	12	$19,699.41	1	$19,699.41
- Interface OpenCities - Accela Connector	Year 8	10/1/2030	9/30/2031	12	$3,517.75	1	$3,517.75
						Services TOTAL:	$728,878.01

Services

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 9	10/1/2031	9/30/2032	12	$2,585.55	250	$646,386.76
> Accela Building - SaaS	Year 9	10/1/2031	9/30/2032	12	$0.00	250	$0.00
> Accela Planning - SaaS	Year 9	10/1/2031	9/30/2032	12	$0.00	250	$0.00
> Accela Environmental Health - SaaS	Year 9	10/1/2031	9/30/2032	12	$0.00	250	$0.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
> Accela Service Request Management - SaaS	Year 9	10/1/2031	9/30/2032	12	$0.00	250	$0.00
> Accela Custom (Asset Management) - SaaS	Year 9	10/1/2031	9/30/2032	12	$0.00	250	$0.00
Enhanced Reporting Database (ERD)	Year 9	10/1/2031	9/30/2032	12	$77,566.41	1	$77,566.41
OpenCities OpenForms (3rd Party Service)	Year 9	10/1/2031	9/30/2032	12	$16,990.74	1	$16,990.74
OpenCities Department Website (3rd Party Service)	Year 9	10/1/2031	9/30/2032	12	$20,684.38	1	$20,684.38
- Interface OpenCities - Accela Connector	Year 9	10/1/2031	9/30/2032	12	$3,693.64	1	$3,693.64
						Services TOTAL:	$765,321.93

Services

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 10	10/1/2032	9/30/2033	12	$2,714.82	250	$678,706.09
> Accela Building - SaaS	Year 10	10/1/2032	9/30/2033	12	$0.00	250	$0.00
> Accela Planning - SaaS	Year 10	10/1/2032	9/30/2033	12	$0.00	250	$0.00
> Accela Environmental Health - SaaS	Year 10	10/1/2032	9/30/2033	12	$0.00	250	$0.00
> Accela Service Request Management - SaaS	Year 10	10/1/2032	9/30/2033	12	$0.00	250	$0.00
> Accela Custom (Asset Management) - SaaS	Year 10	10/1/2032	9/30/2033	12	$0.00	250	$0.00
Enhanced Reporting Database (ERD)	Year 10	10/1/2032	9/30/2033	12	$81,444.73	1	$81,444.73
OpenCities OpenForms (3rd Party Service)	Year 10	10/1/2032	9/30/2033	12	$17,840.27	1	$17,840.27
OpenCities Department Website (3rd Party Service)	Year 10	10/1/2032	9/30/2033	12	$21,718.60	1	$21,718.60
- Interface OpenCities - Accela Connector	Year 10	10/1/2032	9/30/2033	12	$3,878.32	1	$3,878.32
						Services TOTAL:	$803,588.01

Pricing Summary

Period	Net Total
Year 1	$ 768,000.00
Year 2	$ 543,900.00
Year 3	$ 571,095.00
Year 4	$ 599,649.75
Year 5	$ 629,632.24
Year 6	$ 661,113.84
Year 7	$ 694,169.54
Year 8	$ 728,878.01
Year 9	$ 765,321.93
Year 10	$ 803,588.01
Total	**$ 6,765,348.32**

Additional Terms:

(see below)

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.

2. This Order Form for SaaS will be governed by the applicable subscription terms and conditions at https://www.accela.com/terms/.

3. Notwithstanding anything to the contrary, the MAS is governed by the Managed Application Services Policy at www.accela.com/terms/ and provided according to the subscription terms at www.accela.com/terms/.

4. Notwithstanding anything to the contrary, ERD is governed by the Enhanced Reporting Databases Policy at www.accela.com/terms/ and its pricing is based on a percentage of SaaS Annual Contract Value. As SaaS Annual Contract Value increases/decreases based on seat count changes or annual uplift, ERD pricing will be adjusted accordingly at contract renewal.

5. Customer has selected OpenCities to provide certain products and/or services. Customer acknowledges and agrees that Accela is not liable or responsible for any products and/or services provided by OpenCities. Customer agrees with the OpenCities applicable terms and conditions provided at https://granicus.com/legal/licensing.

6. All Services are non-cancelable and non-refundable.

7. Additional licenses are priced per user per contract year, with calculations prorated according to the start date.

8. With notice to and consent from Accela, Customer may renew MAS annually after Year 1 with a 5% annual uplift.

9. So long as Customer is receiving the SaaS Services, Customer shall receive free Accelerate Passes (60): 6 Passes (Year 1), 6 Passes (Year 2), 6 Passes (Year 3), 6 Passes (Year 4), 6 Passes (Year 5), 6 Passes (Year 6), 6 Passes (Year 7), 6 Passes (Year 8), 6 Passes (Year 9), and 6 Passes (Year 10).

10. So long as Customer is receiving the SaaS Services, Accela University will offer $10,000 of training credits. Training credits can be used to register select administrators for any regularly scheduled live, virtual training event found on the Accela University Calendar (https://accela.arlo.co/w/US/upcoming/). Additionally, so long as Customer is receiving the SaaS Services, Accela University will offer unlimited courses to the entire library of self-paced elearnings for Civic Platform and Accela Mobile end-users for the entire term of the contract.

11. So long as Customer is receiving the SaaS Services, Customer will have 25 training credits for use within sixty (60) months of execution of the order form.

12. If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.

13. Pricing is based upon payment by ACH or check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

14. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ACCELA'S LIMITATION OF LIABLITY FOR MAS IS AS FOLLOWS: NOTWITHSTANDING ANYTHING TO THE CONTRATY, IN NO EVENT WILL ACCELA'S AGGREGATE LAIBLITY ARISIING OUT OF OR IN CONNECTION WITH MANAGED APPLICATION SERVICES, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABIITY (INCLUDING NEGLIGENCE), EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO ACCELA FOR MAS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE INDICIDENT GIVING RISE TO THE CLAIM. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE.

15. If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

Signatures	
Accela, Inc.	**Customer**
Signature: DocuSigned by: Aaron Haggarty A04499D928344D8...	Signature:
Print Name: Aaron Haggarty	Print Name: Angeline Woods
Title: Chief Legal Officer	Title: Director, Office of Budget and Finance
Date: 9/26/2023	Date: 9/28/2023

Competition Impracticable Justification Form

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

PINAL COUNTY

Requestor and Vendor Information

Requestor Name
CHRISTINE TRAWLE

Request Date
08/22/2023

Requestor Email
CHRISTINE.TRAWLE@PINAL.GOV

Requestor Extension OR Phone #*
6888

Department Name
IT\MIS

Requisition #
168593

Suggested Vendor*
ACCELA

Estimated Yearly Amount*
$920,000.00

Item/Service to be Purchased:*
Cloud Migration for County's primary permitting and land management software

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

- [x] Item or service has been determined as a County-wide standard:

Explain:*
Yes, this product is used by multiple departments in development services. Includes workflow connectivity

- [x] Must match existing item or service to ensure uniformity where costs to manage variations would be prohibitive:

Explain:*
Would be cost prohibitive at this time to consider alternatives

- [x] Use of “certified” or specifically approved vendors of service equipment is required to maintain warranty of equipment:

Explain:*
Pinal County has certified support specialist for Accela.

- [x] Specifications of a particular item or service is such that there is not a comparable product on the market that could provide similar results or quality. Other manufacturers of this type of product or service do not meet our minimum requirements. For example, manufacturer & reason:

Explain:*
High level of customization within the product deem it not comparable to other off the shelf software products on the market. Accela is one of the best permitting products on the market.

- [ ] Other (includes course-specific material):

Supporting Documents Attachment (0)

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

Administration Approval Section

Department Director Approval

Dept Director Approval Name
ROBERTST

Dept Director Response
Approved

Dept Director Approval Date
08/22/2023

Dept Director Approval Comments

Dept Director Denied Comments

Procurement Officer - Review & Recommendation

Procurement Officer Approval Name
MAEGANQ

Procurement Officer Response
Approved

Procurement Officer Approval Date
08/22/2023

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

Procurement Officer Approval Comments

Procurement Officer Denied Comments

Procurement Manager Approval

Procurement Mgr Approval Name
TIARA PETERSON

Procurement Mgr Response
Approved

Procurement Mgr Approval Date
08/23/2023

Procurement Mgr Approval Comments

Procurement Mgr Denied Comments

Finance Director – Under $100K

Finance Director Approval Name

Finance Director Response

Finance Director Approval Date

Finance Director Approval Comments

Finance Director Denied Comments

Procurement FINAL

Procurement FINAL Approval Name

Procurement FINAL Approval Date

Contract # – if applicable

Vendor #

Vendor Name

Execution Date

Retention Date

Denied Information Section

Procurement Officer Denied Queue Comments

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- ◯ Exact Phrase

e.g. 1606N020Q02

accela ×

Federal Organizations

Enter Code or Name

Status

- [x] Active
- [ ] Inactive

Reset

Sort by

Date Modified/Updated

Showing 1 - 2 of 2 results

ACCELA INC. Active Registration

Entity

Unique Entity ID
LJWLDAEBGLL4

CAGE Code
1ZAG0

Physical Address
2633 CAMINO RAMON, STE 500, SAN RAMON, CA 94583 USA

Expiration Date
Aug 19, 2025

Purpose of Registration
All Awards

ACCELA CHEMBIO INC. ID Assigned

Entity

Unique Entity ID
W3DAGRELJ9A8

Physical Address
9883 PACIFIC HEIGHTS BLVD, SAN DIEGO, CA 92121 USA

Assigned Date
Apr 12, 2023

1 of **1**

Results per page

25

Feedback

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PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Order

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

PO Number
253088
This number must appear on all documents pertaining to this order.

PO Date: 10/4/2024

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132 **Or** **email invoice to:** FinanceInvoices@pinal.gov	INFORMATION TECHNOLOGY DEPARTMENT IT RECEIVING BLDG 75 N. MAIN STREET FLORENCE AZ 85132	MOTOROLA SOLUTIONS, INC 13104 COLLECTIONS CENTER DR CHICAGO IL 60693 Phone: 602 - 271-7500 Fax: 602 - 438-1608 **Confirming to: WALTER WHATELY**

Buyer: Riley Brimhall, Buyer
Phone: -
Email: Riley.Brimhall@pinal.gov

Requested Delivery Date: 10/4/2024
Payment Terms: Net 30
Shipping Terms: FOB Destination

The terms and conditions of the following contract apply to this Purchase Order:
Contract Entity Pinal County
Contract Number CI
Contract Expiry 10/3/2027

Reference: Quote: 2762553

Department Contact: Chris Combs chris.combs@pinal.gov | itadmins@pinal.gov

Vendor Contact: Michael Colvin 520-631-5394 mike.colvin@motorolasolutions.com

ALL SOFTWARE LICENSES MUST BE EMAILED TO: ITLICENSES@PINAL.GOV

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS		APX8000 flashport license upgrade for radio licenses .	$0.00	$100,442.16
2		LS		sales tax	$0.00	$9,241.00

Total Order : $109,683.16

NOTE :
Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6397.
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the Purchasing Website unless otherwise directed on this PO

MOTOROLA SOLUTIONS

QUOTE-2762553
125 Flash Codes + two other flash IDs

Billing Address:
PINAL COUNTY ARIZONA
PO BOX 6638 MAIL DROP 1330
PHOENIX, AZ 85005
US

Quote Date:08/22/2024
Expiration Date:11/20/2024
Quote Created By:
Michael Colvin
Sr Account Manager
Mike.Colvin@
motorolasolutions.com
(520) 631-5394

End Customer:
PINAL COUNTY ARIZONA
Chris Combs
chris.combs@pinal.gov
5208666650

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	FLASHport Series	APX8000FLASHPORT				
1	T8627A	TDMA*	1	$0.00	$0.00	$0.00
1a	QA07682AB	ADD: SMARTCONNECT	125	$0.00	$0.00	$0.00
1b	UA00083AA	ADD: SOFTWARE LICENSE ONLINE DELIVERY	1	$0.00	$0.00	$0.00
1c	Q498AX	ENH: ASTRO 25 OTAR W/ MULTIKEY	125	$936.00	$683.28	$85,410.00
	FLASHport Series	APX8000FLASHPORT				
2	T8627A	TDMA*	1	$0.00	$0.00	$0.00
2a	QA07682AB	ADD: SMARTCONNECT	4	$0.00	$0.00	$0.00
2b	UA00083AA	ADD: SOFTWARE LICENSE ONLINE DELIVERY	1	$0.00	$0.00	$0.00
2c	Q498AX	ENH: ASTRO 25 OTAR W/ MULTIKEY	4	$936.00	$683.28	$2,733.12
	FLASHport Series	APX8000FLASHPORT				
3	T8627A	TDMA*	1	$0.00	$0.00	$0.00
3a	QA07682AB	ADD: SMARTCONNECT	18	$0.00	$0.00	$0.00
3b	UA00083AA	ADD: SOFTWARE LICENSE ONLINE DELIVERY	1	$0.00	$0.00	$0.00
3c	Q498AX	ENH: ASTRO 25 OTAR W/ MULTIKEY	18	$936.00	$683.28	$12,299.04

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Subtotal	$100,442.16
Estimated Tax	$9,241.00
Grand Total	$109,683.16(USD)

Notes:

- Additional information is required for one or more items on the quote for an order.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Competition Impracticable Justification Form

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

PINAL COUNTY

Requestor and Vendor Information

Requestor Name
CHRISTINE TRAWLE

Request Date
10/01/2024

Requestor Email
CHRISTINE.TRAWLE@PINAL.GOV

Requestor Extension OR Phone #*
6650

Department Name
IT\MIS

Requisition #
171764

Suggested Vendor*
MOTOROLA SOLUTIONS

Estimated Yearly Amount*
$109,683.16

Item/Service to be Purchased:*
$109,683.16 Software license upgrade of APX8000 RADIOS so they can work on the exsisting channels in Adult Detention

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

- [ ] Item or service has been determined as a County-wide standard:
- [x] Must match existing item or service to ensure uniformity where costs to manage variations would be prohibitive:

Explain:*
PCSO only uses Motorola branded radios which are proprietary due to encryption on the current Motorola Astro P25 radio communication system in use in the county.

- [ ] Use of “certified” or specifically approved vendors of service equipment is required to maintain warranty of equipment:
- [ ] Specifications of a particular item or service is such that there is not a comparable product on the market that could provide similar results or quality. Other manufacturers of this type of product or service do not meet our minimum requirements. For example, manufacturer & reason:
- [ ] Other (includes course-specific material):

Supporting Documents Attachment (0)

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

Administration Approval Section

Department Director Approval

Dept Director Approval Name
ROBERTST

Dept Director Response
Approved

Dept Director Approval Date
10/02/2024

Dept Director Approval Comments

Dept Director Denied Comments

Procurement Officer - Review & Recommendation

Procurement Officer Approval Name
RILEYB

Procurement Officer Response
Approved

Procurement Officer Approval Date
10/03/2024

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

Procurement Officer Approval Comments

Procurement Officer Denied Comments

Procurement Manager Approval

Procurement Mgr Approval Name
ANGELINE WOODS

Procurement Mgr Response
Approved

Procurement Mgr Approval Date
10/03/2024

Procurement Mgr Approval Comments

Procurement Mgr Denied Comments

Finance Director – Under $100K

Finance Director Approval Name

Finance Director Response

Finance Director Approval Date

Finance Director Approval Comments

Finance Director Denied Comments

Procurement FINAL

Procurement FINAL Approval Name
RILEY BRIMHALL

Procurement FINAL Approval Date
10/04/2024

Contract # – if applicable

Vendor #
22402

Vendor Name
MOTOROLA SOLUTIONS, INC

Execution Date
10/04/2024

Retention Date

Denied Information Section

Procurement Officer Denied Queue Comments

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- Exact Phrase

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Date Modified/Updated

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Notice of Intent to Sole Source - Communication Consoles

Contract Opportunities

Notice ID:

This is a notice of intent to award a sole source procurement action for a Motorola Communication Consoles, and is not a request for competitive pr
...

Department/Ind.Agency
DEPT OF DEFENSE

Subtier
DEPT OF THE AIR FORCE

Office
FA5270 18 CONS PK

Current Response Date
September 09, 2024 at 01:00 AM MST

Notice Type
Original Special Notice

Updated Date
Sep 5, 2024

Published Date
Sep 5, 2024

Motorola Radio Repeaters

e.g. 1606N020Q02

"MOTOROLA SOLUTIONS INC" ×

Federal Organizations

Enter Code or Name

Status

- [x] Active
- [ ] Inactive

Reset

Notice ID: W50S7V-24-R-A004

****NOTICE TO OFFEROR(S)/ SUPPLIERS(S): FUNDS ARE NOT PRESENTLY AVAILABLE FOR THIS EFFORT. NO AWARD WILL BE MADE UNTIL FUNDS ARE AVAILABLE. T**

...

Department/Ind.Agency
DEPT OF DEFENSE

Subtier
DEPT OF THE ARMY

Office
W7M7 USPFO ACTIVITY INANG 181

Contract Opportunities

Current Date Offers Due
September 13, 2024 at 10:00 AM MST

Notice Type
Updated Combined Synopsis/Solicitation

Updated Date
Sep 4, 2024 (1)

Published Date
Sep 4, 2024

MOTOROLA SOLUTIONS INC Active Registration

Entity

Unique Entity ID
MSJ4JJEFNDE6

CAGE Code
6H7Z2

Physical Address
2216 GALVIN DR, ELGIN, IL 60124 USA

Expiration Date
Jul 29, 2025

Purpose of Registration
All Awards

MOTOROLA SOLUTIONS CONNECTIVITY, INC. Active Registration

Entity

Unique Entity ID
KHTDDZHHW8L7

CAGE Code
56842

Physical Address
500, W. MONROE STREET, CHICAGO, IL 60661 USA

Expiration Date
Jan 22, 2025

Purpose of Registration
All Awards

Notice of Intent to Sole Source - PA Alert System Upgrade

Contract Opportunities

Notice ID:

This is a notice of intent to award a sole source procurement action for a Motorola PA Alert System Upgrade, and is not a request for competitive p

...

Department/Ind.Agency
DEPT OF DEFENSE

Subtier
DEPT OF THE AIR FORCE

Office
FA5270 18 CONS PK

Current Response Date
September 02, 2024 at 06:00 PM MST

Notice Type
Original Special Notice

Updated Date
Aug 26, 2024

Published Date
Aug 26, 2024

Motorola Solutions, Inc. Active Registration

Entity

Unique Entity ID	CAGE Code	Physical Address
G2LUXP8ND8U6	**7H229**	**500 W MONROE ST FL 44, CHICAGO, IL 60661 USA**

Expiration Date
Jan 25, 2025

Purpose of Registration
All Awards

MOTOROLA SOLUTIONS, INC. Active Registration

Entity

Unique Entity ID	CAGE Code	Physical Address
HFK9V1G2B513	**7XJC0**	**809 PINNACLE DR STE G, LINTHICUM HEIGHTS, MD 21090 USA**

Expiration Date
Jan 3, 2025

Purpose of Registration
All Awards

MOTOROLA SOLUTIONS, INC. Active Registration

Entity

Unique Entity ID	CAGE Code	Physical Address
HFK9V1G2B513	**7XJC1**	**809 PINNACLE DR STE G, LINTHICUM HEIGHTS, MD 21090 USA**

Expiration Date
Jan 3, 2025

Purpose of Registration
All Awards

MOTOROLA SOLUTIONS, INC. Active Registration

Entity

Unique Entity ID	CAGE Code	Physical Address
HFK9V1G2B513	**78205**	**809 PINNACLE DR STE G, LINTHICUM HEIGHTS, MD 21090 USA**

Expiration Date
Jan 3, 2025

Purpose of Registration
All Awards

POLARIS NETWORKS INC Active Registration

Entity

Unique Entity ID	CAGE Code	Physical Address
GT6XGMABF518	**783M3**	**500 W MONROE ST, FL 44, CHICAGO, IL 60661 USA**

Expiration Date
Dec 3, 2024

Purpose of Registration
All Awards

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