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: February 5, 2025

Re: Contract Award of RFP #250930 Private 5G Network

Background

Request for Proposal 250930 was published to solicit proposals from highly qualified respondents to construct and manage a high speed 5G network to serve Pinal County.

Selection Process

Eight (8) proposals were received and opened on October 22, 2024, at 2:00 p.m. An award was made on December 4, 2024 to Prodision, LLC, there was a protest to this award and based upon this review the awardee was deemed non-responsive. Pinal County has determined that the Contractor submitted a response to RFP 250930 as an unlicensed contractor, which, pursuant to A.R.S. § 32-1101(A)(3) and A.R.S. § 32-1151, renders their proposal non-responsive and ineligible for evaluation as they are not exempt under A.R.S. § 32-1121 from the licensing requirement.

The proposals were evaluated by a three-person committee based on the following criteria: Method of Approach, Capacity of the Responder, Conformance to Scope of Work and Terms and Conditions, and Cost. A summary of the evaluation scores for the responders is included in the attached Evaluation and Award Determination.

Responders:

BearCom
Byte Speed, LLC. Ceragon
Doege Development, LLC.
Lance Soft, Inc.
Legacy Wireless Services
Prodision, LLC.
Step CG, LLC.

PINAL COUNTY
WIDE OPEN OPPORTUNITY

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 250930 – Private 5G Network to Doege Development, LLC. The term of the proposed contract is an initial term beginning February 5, 2025, through December 31, 2026, with anticipated permissible extensions for managed services.

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

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

Respectfully submitted,

Brisna Canizalez

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

Attachment: Evaluation and Award Determination

Angeline Woods
Director
Budget and Finance

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OFFICE OF BUDGET & FINANCE

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February 5, 2025

RFP 250930 Private 5G Network
Evaluation and Award Determination

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

Score Tabulation

	Total	Cost	Method of Approach	Capacity of the Responder	Conformance
Supplier	**/ 1,000 pts**	**/ 200 pts**	**/ 400 pts**	**/ 300 pts**	**/ 100 pts**
Prodision, LLC.*	865	200	315	250	100
Doege Development, LLC.	850	200	290	260	100
Byte Speed, LLC.*	770	200	245	225	100
Lance Soft, Inc.*	675	200	190	185	100
Legacy Wireless Services*	645	200	185	160	100
BearCom*	640	200	220	220	0

Step CG, LLC*	640	200	240	200	0
Ceragon*	620	200	240	180	0

* Pinal County has determined that these Contractors submitted a response to RFP 250930 as unlicensed contractors, which, pursuant to A.R.S. § 32-1101(A)(3) and A.R.S. § 32-1151, renders their proposals non-responsive and ineligible for evaluation as they are not exempt under A.R.S. § 32-1121 from the licensing requirement.

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 250930RFP
Private 5G Network

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 Doege Development, LLC., (Contractor), whose primary address is 11217 N 23rd Ave, Phoenix, AZ 85029.

1. CONTRACT TERM. The resultant contract term will commence upon contract execution, and will continue until December 31, 2026 unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.

2. CONTRACT TYPE. Firm-Fixed 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.

3. PRICING

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

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

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

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

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.

3.5 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.

3.6 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. INVOICING AND PAYMENTS.

4.1 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

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

financeinvoices@pinal.gov
Pinal County Office of Budget & Finance
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

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

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

4.3 Timeliness of Claims. By A.R.S. § 11-622, all claims must be submitted to the County Board of Supervisors within six (6) months after service or product is received. Failure to submit a claim within this period of time will result in non-payment.

4.4 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct and approved 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.

4.5 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.

4.6 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.

4.7 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.

5. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.

6. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully the stated in it.

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

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

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

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

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

11. NO PAROL 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.

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

13. CONTRACT ADMINISTRATION AND OPERATION.

PINAL COUNTY

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

County	Contractor
Name: Brisna Canizalez	**Name:** Candice Mishler
Address: PO Box 1348 Florence, AZ 85132	**Address:** 11217 N 23RD Ave Phoenix, AZ 85029
Title: Procurement Officer	**Title:** Director
Email: Purchasing@Pinal.gov	**Email:** CandiceM@doegedevelopment.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.

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

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

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

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

13.6 Acceptance of Work.

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

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

13.7 Ownership of Intellectual Property.

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

provided that County has Government Purpose Rights to that work product as and when it was delivered to County.

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

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

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

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

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

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

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

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

13.8 Subcontracts. The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint

venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.

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

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

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

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

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

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

13.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence.

Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.

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

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

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

13.19 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."

13.20 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.

13.21 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. CONTRACT CHANGES.

14.1 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.

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

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

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

14.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor

possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

15. RISKS AND LIABILITIES

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

15.2 Contractor Insurance. Without limiting any of the Contractor's obligations or liabilities, the Contractor, at Contractor's expense, and any tier of Subcontractor shall purchase and maintain the minimum insurance listed below, 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 with a limit of not less than $1,000,000 for each occurrence, $2,000,000 General Aggregate Limit, and $2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

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

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

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

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

The policy shall contain a waiver of transfer of rights of 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. 23-902(E), and when such Contractor executes the appropriate waiver form.

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

(5) Technology or Cyber Liability. Technology or Cyber Liability insurance with a minimum of $1,000,000 per claim and $2,000,000 aggregate. Insurance shall include coverage for cloud computing and mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of service, unauthorized access and use, as well as introduction, implantation or spread of malicious software code.

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

(1) The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and non-contributory to insurance carried by the County, its agents, officials, or employees.

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

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

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

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

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

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

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

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

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

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

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

15.4 Public Health Information Indemnification. Not applicable (N/A).

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

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

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

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

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

15.6 Force Majeure.

a. Relief From Performance. The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its

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

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

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

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

16. WARRANTIES

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

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

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

b. Be free from defects of material and workmanship;

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

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

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

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

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

16.5 Data Protection and Confidentiality of Records.

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

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

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

b. Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.) NOTE: For convenience of reference only, the OMB memorandum is available at: https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf.

NOTE: For convenience of reference only, the GSA directive is available at: http://www.gsa.gov/portal/directive/d0/content/658222

c. Protected Health Information. N/A.

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

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

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

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

17. COUNTY'S CONTRACTUAL REMEDIES

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

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

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

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

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

18. CONTRACT TERMINATION

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

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

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

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

all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.

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

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

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

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

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

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

19. CONTRACT CLAIMS

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

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

20. ADDITIONAL CONTRACT TERMS

20.1 Performance and Payment Bonds. In accordance with 2 CFR § 200.326 and A.R.S. § 34-222, upon award and signing of this contract, Contractor shall furnish to County a Performance Bond and Labor and Material Payment Bond, each in the full contract amount, made payable to PINAL COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, in the manner and pursuant to the conditions required by law, and acceptable to Pinal County. The bonds shall be issued and executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona and executed by Contractor and the surety with a certified and current Power of Attorney of surety's attorney-in-fact attached thereto. The bonds shall not be executed by an individual surety or sureties.

20.2 HUD and ARPA Funding Requirements. Contractor and its subcontractors shall comply in all respects with U.S. Department of Housing and Urban Development (HUD) and American Rescue Plan Act of 2021 (ARPA) requirements and all material and applicable terms and conditions of HUD and ARPA funding objectives and obligations, including, any rules, regulations, and performance and reporting requirements which may be imposed after the date of this contract. Contractor understands that HUD and ARPA funds must be obligated by December 31, 2024, and HUD funds must be expended for allowable expenditures no later than September 30, 2025, and ARPA funds must be expended for allowable expenditures no later than December 31, 2026. Therefore, no activities or construction under this contract is authorized after December 31, 2026, and no payments are authorized for any construction completed after December 31, 2026.

20.3 Reporting. Contractor agrees to provide all data and information for all reporting required by HUD and under ARPA. Contractor acknowledges and agrees it has a continuing obligation to supply data and records to County in accordance with all reporting requirements pursuant to HUD and ARPA rules, regulations, and performance and reporting requirements, including HUD and ARPA rules, regulations, and performance and reporting requirements which may be imposed after the date of this contract.

20.4 Certification Pursuant to A.R.S. § 35-394. Contractor certifies that it does not currently, and agrees for the duration of this contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of this contract that Contractor is not in compliance with this written certification, Contractor shall notify County within five business days after becoming aware of the noncompliance. If Contractor does not provide County with a written certification that Contractor has remedied the noncompliance within 180 days after notifying County of the noncompliance, this contract shall terminate, except that if this contract's termination date occurs before the end of the remedy period this contract shall terminate on this contract's termination date.

20.5 Fingerprinting. If required, and only to the extent required, Contractor shall comply with the fingerprinting provisions in A.R.S. § 15-512(H).

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**	**DOEGE DEVELOPMENT, LLC** **11217 N 23rd Ave** **Phoenix, AZ 85029**
BY: Stephen Q. Miller (Name)	BY: Candice Mishler (Name)
Chairman, Pinal County Board of Supervisors (Title)	Director (Title)
(Signature)	(Signature)
DATE: February 05, 2025	DATE: 1-22-25

Approved as to Legal Content:

1/23/25

Pinal County Attorney's Office (Date)

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: Kristen Grieco, Procurement Officer

Date: February 5, 2025

Re: Contract Award of RFQ #252230 In Home Detention and Alcohol Monitoring

Background

Request for Quote 252230 was published to solicit proposals from qualified suppliers to provide In Home Detention and Alcohol Monitoring for the Courts Department.

Selection Process

Two (2) proposals were received and opened on January 10, 2025, at 2:05 p.m., and both proposals were deemed responsive and responsible and were evaluated by a three-person committee. Proposals were scored on Method of Approach, Capacity of the Responder, Cost, and Conformance to Terms and Conditions. A summary of the evaluation scores for each Responder is included in the attached Evaluation and Award Determination.

Responders:

SCRAM of Arizona
Fisheye Investigation Group

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 252230RFQ In Home Detention and Alcohol Monitoring to SCRAM of Arizona and Fisheye Investigation Group. The term of the proposed contract is an initial one (1) year term beginning February 12, 2025 through February 11, 2026 with four (4) one-year optional extensions. The estimated cost to the County for the initial contract term is $0 as this is a participant funded program.

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

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

Respectfully submitted,

Kristen Grieco

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

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

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

February 5, 2025

RFQ 252230 In Home Detention and Alcohol Monitoring
Evaluation and Award Determination

In accordance with the Pinal County Procurement Code, SCRAM of Arizona and Fisheye Investigation Group have been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

	Total	Capacity of the Responder	Method of Approach	Conformance	Cost
Supplier	**/ 1,000 pts**	**/ 330 pts**	**/ 470 pts**	**/ 100 pts**	**/ 100 pts**
SCRAM of Arizona	947	314	460	100	73
Fisheye Investigation Group	805	234	371	100	100

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

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

PINAL COUNTY

Contract 252230RFP
In Home Detention & Alcohol Monitoring

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 SCRAM of Arizona, (Contractor), whose primary address is 2 North Central Avenue, 18th Floor, Phoenix, AZ 85004

1. CONTRACT TERM. The resultant contract term will commence on February 12, 2025, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.

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

3. CONTRACT TYPE.

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

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

4. PRICING

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

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

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

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

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

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

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

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

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

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

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

PINAL 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

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

financeinvoices@pinal.gov
Pinal County Office of Budget & Finance
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

5.2 Milestones and Retainage. N/A

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

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

5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.

5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.

5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.

5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.

5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.

6. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.

7. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.

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

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

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

10. RELATIONSHIP OF THE PARTIES. The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an

employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

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

12. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the 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: Kristen Grieco	**Name:** Danny Prokosch
Address: 31 N. Pinal St PO Box 1348 Florence, AZ 85132	**Address:** 2 North Central Avenue 18th Floor Phoenix, AZ 85004
Title: Procurement Officer	**Title:** VP of Business Development
Email: Purchasing@Pinal.gov	**Email:** dprokosch@scramca.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 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 Pinal County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.

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

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

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

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

16. RISKS AND LIABILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Technology or Cyber Liability. Technology or Cyber Liability insurance in an amount not less than $ 1,000,000 per claim and $2,000,000 in aggregate. Insurance shall include coverage for cloud computing, mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of service, unauthorized acces and sue, as well as introduction, implantation or supread of mailicious software code.

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

(1) The Contractor's General and Auto Liability policies shall be primary and noncontributory to any self insurance or insurance carried by the County, its agents, officials, or employees.

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

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

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

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

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

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

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

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**	**SCRAM OF ARIZONA** **2 N. Central Avenue, 18th Fl.** **Phoenix, AZ 85004**
BY: _____	BY: Danny Prokosch
(Name)	(Name)
_____	VP Business Development
(Title)	(Title)
_____	_____
(Signature)	(Signature)
DATE: _____	DATE: 1/20/2025

Approved as to Legal Content:

_____ 01/22/25

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 252230RFP
In Home Detention & Alcohol Monitoring

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 Fisheye Investigation Group, (Contractor), whose primary address is 112 N. Central Avenue, Suite 700F, Phoenix AZ 85004.

1. CONTRACT TERM. The resultant contract term will commence on February 12, 2025, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.

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

3. CONTRACT TYPE.

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

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

4. PRICING

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

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

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

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

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

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

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

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

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

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

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

PINAL 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

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

financeinvoices@pinal.gov
Pinal County Office of Budget & Finance
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

5.2 Milestones and Retainage. N/A

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

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

5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.

5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.

5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.

5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.

5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.

6. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.

7. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.

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

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

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

10. RELATIONSHIP OF THE PARTIES. The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an

employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

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

12. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the 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: Kristen Grieco	**Name:** Sharnai Fisher
Address: 31 N. Pinal St PO Box 1348 Florence, AZ 85132	**Address:** 112 N. Central Ave Suite 700F Phoenix, AZ 85004
Title: Procurement Officer	**Title:** CEO / Owner
Email: Purchasing@Pinal.gov	**Email:** s.fisher.ent@gmail.com

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

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

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

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

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

14.6 Acceptance of Work.

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

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

14.7 Ownership of Intellectual Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.

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

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

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

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

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

Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

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

14.19 Work on County Premises.

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

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

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

14.21 Israel Boycott Prohibited. Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of $100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration

of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

14.22 Use of Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People's Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive 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 Pinal County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.

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

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

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

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

16. RISKS AND LIABILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Technology or Cyber Liability. Technology or Cyber Liability insurance in an amount not less than $ 1,000,000 per claim and $2,000,000 in aggregate. Insurance shall include coverage for cloud computing, mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of service, unauthorized acces and sue, as well as introduction, implantation or supread of mailicious software code.

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

(1) The Contractor's General and Auto Liability policies shall be primary and noncontributory to any self insurance or insurance carried by the County, its agents, officials, or employees.

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

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

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

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

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

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

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

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**	**FISHEYE INVESTIGATION GROUP** **112 N. Central Avenue, Suite 700F** **Phoenix, AZ 85004**
BY: _____ (Name)	BY: Sharnai Fisher (Name)
_____ (Title)	CEO	OWNER (Title)
_____ (Signature)	_____ (Signature)
DATE: _____	DATE: 22 JAN 2025

Approved as to Legal Content:

_____ 01/22/25
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: Riley Brimhall, Procurement Officer

Date: February 5, 2025

Re: Contract Amendment for RFP #204126 – Towing Services for PCSO

It is requested the Board approve a contract term extension with the following suppliers who provide Towing Services for PCSO :

A Secure Towing LLC
Absolute Towing and Recovery
Apache Sands
Axle Towing & Impound, LLC
Catalina Towing & Recovery
CL King Towing
D & S Towing
Eddies Towing Inc.
Elite Towing, LLC
Hughes Towing
K & R Towing and Management
Knight Towing LLC
Mammoth towing & service
Phoenix Metro Towing
San Tan Valley Towing
Secured Rite Towing
Southwest 24 Hour Towing
Star Towing
Stay Up Towing, LLC

The County has spent approximately $10,000 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on March 14, 2025. The new term, if approved, will begin on March 15, 2025, and will continue through March 14, 2026. 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,

Riley Brimhall

Riley Brimhall
Procurement Officer
(520) 866-6008
Riley.Brimhall@pinal.gov

PINAL COUNTY

Contract Amendment

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

Contract204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: A Secure Towing LLC

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

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 February 5, 2025
Stephen Q. Miller, Chairman Pinal County Board of Supervisors	Date

PINAL COUNTY

Contract Amendment

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

Contract204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Absolute Towing and Recovery, Inc.

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

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 February 5, 2025

Stephen Q. Miller, Chairman — Date

Pinal County Board of Supervisors

PINAL COUNTY

Contract Amendment

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

Contract204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhalll@Pinal.gov

Towing Services for PCSO

Contractor Name: Apache Sands

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

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

Stephen Q. Miller, Chairman
Pinal County Board of Supervisors

X February 5, 2025

Date

PINAL COUNTY

Contract Amendment

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

Contract204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Axle Towing & Impound LLC

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

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 February 5, 2025

Stephen Q. Miller, Chairman — Date

Pinal County Board of Supervisors

PINAL COUNTY

Contract Amendment

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

Contract204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Catalina Towing & Recovery

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

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 February 5, 2025
Stephen Q. Miller, Chairman Pinal County Board of Supervisors	Date

PINAL COUNTY

Contract Amendment

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

Contract204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: CL King Towing

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

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 February 5, 2025
Stephen Q. Miller, Chairman Pinal County Board of Supervisors	Date

PINAL COUNTY

Contract Amendment

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

Contract204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: D & S Towing

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

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

Stephen Q. Miller, Chairman
Pinal County Board of Supervisors

X February 5, 2025

Date

PINAL COUNTY

Contract Amendment

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

Contract204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Eddies Towing, Inc.

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

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 February 5, 2025
Stephen Q. Miller, Chairman Pinal County Board of Supervisors	Date

PINAL COUNTY

Contract Amendment

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

Contract204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Elite Towing LLC

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

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 February 5, 2025

Stephen Q. Miller, Chairman — Date

Pinal County Board of Supervisors

PINAL COUNTY

Contract Amendment

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Florence, AZ 85132
520-866-6526

Contract204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Hughes Towing

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

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 February 5, 2025
Stephen Q. Miller, Chairman Pinal County Board of Supervisors	Date

PINAL COUNTY

Contract Amendment

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Florence, AZ 85132
520-866-6526

Contract204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: K & R Towing and Management, Inc.

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

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 February 5, 2025
Stephen Q. Miller, Chairman Pinal County Board of Supervisors	Date

PINAL COUNTY

Contract Amendment

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520-866-6526

Contract204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Knight Towing LLC

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

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 February 5, 2025
Stephen Q. Miller, Chairman Pinal County Board of Supervisors	Date

PINAL COUNTY

Contract Amendment

Pinal County Finance Department
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Florence, AZ 85132
520-866-6526

Contract204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Mammoth Towing & Service

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

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 February 5, 2025
Stephen Q. Miller, Chairman Pinal County Board of Supervisors	Date

PINAL COUNTY

Contract Amendment

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

Contract204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Phoenix Metro Towing

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

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 February 5, 2025
Stephen Q. Miller, Chairman Pinal County Board of Supervisors	Date

PINAL COUNTY

Contract Amendment

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

Contract204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: San Tan Valley Towing

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

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 February 5, 2025

Stephen Q. Miller, Chairman — Date

Pinal County Board of Supervisors

PINAL COUNTY

Contract Amendment

Pinal County Finance Department
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520-866-6526

Contract204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Secured Rite Towing

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

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 February 5, 2025
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Florence, AZ 85132
520-866-6526

Contract204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Southwest 24 Hr Towing

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

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 February 5, 2025

Stephen Q. Miller, Chairman — Date

Pinal County Board of Supervisors

PINAL COUNTY

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Florence, AZ 85132
520-866-6526

Contract204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Star Towing

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

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 February 5, 2025

Stephen Q. Miller, Chairman — Date

Pinal County Board of Supervisors

PINAL COUNTY

Contract Amendment

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

Contract204126
Amendment #6
Procurement Officer: Riley Brimhall
Riley.Brimhall@Pinal.gov

Towing Services for PCSO

Contractor Name: Stay Up Towing LLC

Pursuant to Paragraph 3 (Contract Extension) and Paragraph 16 (Contract changes), the above referenced contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 3 (Contract Extension), the term of this Contract is hereby extended to March 14, 2026.

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 February 5, 2025
Stephen Q. Miller, 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, CSCP, Procurement Officer

Date: February 5, 2025

Re: Contract Amendment for RFP #240829 Maintenance, Repair, and Operating Supplies, including Generator Maintenance Services

It is requested the Board approve a contract term extension with the following suppliers who provide maintenance, repair, and operating supplies for Pinal County Countywide.

Advanced Mechanical Services, LLC
Arizona Generator Technology dba Gen-Tech
Central Power Systems & Services
Global Equipment Company Inc.
Ruggiero's Ace Hardware

The County has spent approximately $300,000 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on February 6, 2025. The new term, if approved, will begin on February 7, 2025, and will continue through February 6, 2026. After this extension, three (3) one-year optional extensions will remain.

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

Respectfully submitted,

Eric Zander

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

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: RFP 240829
Amendment # 1
Procurement Officer: Eric Zander, CSCP
Eric.Zander@pinal.gov

Maintenance, Repair, and Operating Supplies, including Generator Maintenance Services

Contractor Name: **Advanced Mechanical Services, 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 February 6, 2026.

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

Stephen Q. Miller, Chairman
Pinal County Board of Supervisors

X February 5, 2025

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: RFP 240829
Amendment # 1
Procurement Officer: Eric Zander, CSCP
Eric.Zander@pinal.gov

Maintenance, Repair, and Operating Supplies, including Generator Maintenance Services

Contractor Name: **Arizona Generator Technology dba Gen-Tech**

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 February 6, 2026.

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

Stephen Q. Miller, Chairman
Pinal County Board of Supervisors

X February 5, 2025

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: RFP 240829
Amendment # 1
Procurement Officer: Eric Zander, CSCP
Eric.Zander@pinal.gov

Maintenance, Repair, and Operating Supplies, including Generator Maintenance Services

Contractor Name: **Central Power Systems & Services**

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 February 6, 2026.

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 February 5, 2025
Stephen Q. Miller, 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: RFP 240829
Amendment # 1
Procurement Officer: Eric Zander, CSCP
Eric.Zander@pinal.gov

Maintenance, Repair, and Operating Supplies, including Generator Maintenance Services

Contractor Name: **Ruggiero's Ace Hardware**

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 February 6, 2026.

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 February 5, 2025
Stephen Q. Miller, 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, CSCP, Procurement Officer

Date: February 5, 2025

Re: Contract Amendment for RFP #241729 Printing and Mailing of Election Materials

It is requested the Board approve a contract term extension with K & H Election Services who provides Printing and Mailing of Election Materials for the Pinal County Elections Department and Recorders Office.

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

The current term of this contract expires on February 6, 2025. The new term, if approved, will begin on February 7, 2025, and will continue through February 6, 2026. After this extension, three (3) one-year optional extensions will remain.

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

Respectfully submitted,

Eric Zander

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

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: # 241729 RFP
Amendment # 1
Procurement Officer: Eric Zander, CSCP
Eric.Zander@pinal.gov

RFP #241729 Printing & Mailing of Election Materials

Contractor Name: **K & H Election Services**

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 February 6, 2026.

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 February 5, 2025
Stephen Q. Miller, 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: Lorina Gillette, CPPB, Procurement Officer

Date: February 5, 2025

Re: Contract Amendment for ROQ #243629 Engineering Design of the East-West Corridor

It is requested the Board approve a contract term extension with Jacobs Engineering who provides engineering design services for the East-West Corridor for the Development Services Department.

The County has spent approximately $2,604,000 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 February 20, 2025. The new term, if approved, will begin on February 21, 2025, and will continue through February 20, 2026. After this extension, three (3) one-year optional extensions will remain.

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

Respectfully submitted,

Lorina Gillette

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

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: 243629ROQ
Amendment # 1
Procurement Officer: Lorina Gillette, CPPB
Lorina.Gillette@pinal.gov

Engineering Design of the East-West Corridor

Contractor Name: **Jacobs Engineering**

Pursuant to Paragraph 4 (Contract Extension), 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 February 20, 2026.

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 February 5, 2025
Stephen Q. Miller, Chairman Pinal County Board of Supervisors	Date

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Requisition

Req. Number
172467

Req. Date: 1/17/2025

Department Contact:	Ship to:	Supplier:
HANSEN, JENNIFER Phone: - Branch Plant: SHERIFF Fund Source: SHERIFF MISCELLANEOUS FUND	SHERIFF 971 N JASON LOPEZ CIRCLE BLDG C FLORENCE AZ 85132	HANGER ONE AVIONICS INC 2026 PALOMAR AIRPORT RD CARLSBAD CA 92011 Phone: - Fax: -

Buyer: Diane Mendoza, Buyer
Phone: 520 - 866-6269
Email: Diane.Mendoza@pinal.gov

Requested Delivery Date: 1/17/2025
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 CI
Contract Number
Contract Expiry 8/12/2027

Reference: **This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee.**

Vendor Contact: Ken Piland ken@h1avionics.com 858-349-5971

Department Contact: Corbiere Pecora corbiere.pecora@pinal.gov 520-437-6654 Jen Hansen Jen.hansen@pinal.gov 520-866-5144 James Rimmer james.rimmer@pinal.gov 520-709-1494

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00		LS	BPO	Maintenance ..	$650,000.00	$650,000.00
2.00		LS	BPO	Equipment	$75,000.00	$75,000.00
3.00		LS	BPO	Software	$75,000.00	$75,000.00

Total Order: $800,000.00

Competition Impracticable Justification Form

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

PINAL COUNTY

Requestor and Vendor Information

Requestor Name
DEANNE PEOBLE

Request Date
08/12/2024

Requestor Email
DEANNE.PEOBLE@PINAL.GOV

Requestor Extension OR Phone #*
5238

Department Name
SHERIFF

Requisition #

Suggested Vendor*
HANGAR ONE

Estimated Yearly Amount*
$10,000,000.00

Item/Service to be Purchased:*
Airbus H125 completed and up-fitted with Search and Rescue capabilities to be delivered by May, 2025.

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

- [ ] Item or service has been determined as a County-wide standard:
- [ ] Must match existing item or service to ensure uniformity where costs to manage variations would be prohibitive:
- [ ] Use of “certified” or specifically approved vendors of service equipment is required to maintain warranty of equipment:
- [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: *

In June of 2024, we PCSO Search and Rescue was awarded $9,450,000 to lease a helicopter. The stipulation of the grant is that the aircraft must be leased with the monies provided. When awarded the grant, we noticed it began in October 2022 and runs through October 2027. Due to the compressed timeframe for utilizing the grant funding, it is necessary to get a helicopter in place as quickly as possible to be able to fully utilize the available grant funds.

Hangar One is the only vendor who has an aircraft immediately available and currently o the production line, that can be outfitted and ready for purchase during the limited timeframe of the grant. Having an aircraft that is immediately available for outfitting will allow maximum use of these funds available for annual rental of the aircraft. Hangar One is able to meet this timeframe, largely due to the fact that, for the purposes of this transaction, they serve as a "one stop shop" in that they provide the financing, build-out, completion, maintenance, management, and training that are associated with an aircraft lease/purchase of this nature. Other potential vendors would require the county to contract with various other companies for these services which would significantly increase the time for production/purchase.

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

Supporting Documents Attachment (7)

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

- Dept: SHERIFF - Req Dt 8/12/2024 - Suggested Venor: HANGAR ONE - Vendor Name:
- Dept: SHERIFF - Req Dt 8/12/2024 - Suggested Venor: HANGAR ONE - Vendor Name:
- Dept: SHERIFF - Req Dt 8/12/2024 - Suggested Venor: HANGAR ONE - Vendor Name:
- Dept: SHERIFF - Req Dt 8/12/2024 - Suggested Venor: HANGAR ONE - Vendor Name:
- Dept: SHERIFF - Req Dt 8/12/2024 - Suggested Venor: HANGAR ONE - Vendor Name:
- Dept: SHERIFF - Req Dt 8/12/2024 - Suggested Venor: HANGAR ONE - Vendor Name:
- Dept: SHERIFF - Req Dt 8/12/2024 - Suggested Venor: HANGAR ONE - Vendor Name:

Denied Information Section

Procurement Officer Denied Queue Comments

An official website of the United States government Here's how you know

CAGE Maintenance - Impacts to SAM Show Details
Jan 16, 2025

Entity Validation Show Details
Jan 16, 2025

See All Alerts

SAM.GOV®

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Simple Search | **Search Editor**

- ○ Any Words
- ○ All Words
- ○ Exact Phrase

e.g. 1606N020Q02

"Hanger One Avionics Inc" ×

Federal Organizations

Enter Code or Name

Status

- [x] Active
- [ ] Inactive

Reset

No matches found

Your search did not return any results for active records.

Would you like to include inactive records in your search results?

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Helicopter Dry Lease/Management Agreement

Management Administrator/Lessor:
Hangar One Avionics, Inc.
Ken Piland
2026 Palomar Airport Road
Carlsbad, California 92011
760-929-2270

Lessee:
Pinal County Sheriff's Office
971 North Jason Lopez Circle
Building C
Florence, Arizona 85132

Exhibit List:
Exhibit 1: Quotation #202407-01
Exhibit 2: Certificate of Liability Insurance – Hangar One Avionics, Inc.
Exhibit 3: Hangar One Avionics, Inc. – Limited Warranty Policy

This Helicopter Dry Lease/Management Agreement is set forth between Hangar One Avionics, herein referred to as the lessor, and the Pinal County Sheriff's office, herein referred to as the lessee.

In consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. Hangar One Avionics will procure, complete and provide 1 new 2024 Airbus H-125 Single Engine Helicopter (Serial Number 9647) as indicated in Exhibit 1, Quotation #202407-01. The Airbus H-125 will be referred to as the helicopter within this agreement.

2. Payment schedule will be per the Dry Lease section of Exhibit 1. The Pinal County Sheriff's Office shall be billed by the Lessor and payable by the Lessee on a Net 60 payment, or as dictated by Pinal County Procurement Rules. Payment Schedule shall be as follows:

August 2024 – Deposit due at initial signing of Helicopter Dry Lease/Management agreement
$1,000,000
September 2024 – Deposit required before picking up green aircraft from Airbus
$4,000,000
May 2025 – Deposit required at time of completed aircraft delivery to Pinal County Sheriff
$2,670,000
October 2025 – Yearly Lease/Management Fee – October 1 2025 thru September 30 2026
$264,995.38
October 2026 – Yearly Lease/Management Fee – October 1 2026 thru September 20 2027
$264,995.38

3. Any additional cost associated with the Helicopter that involves Lessor during the Lease/Management period will be invoiced monthly to Pinal County Sheriff's Office on a Net 60 payment schedule at a rate of Hangar One's actual cost plus a mark up of 15%, except a mark up of 2% shall apply towards any Engine and Airframe program known commonly through Airbus as "Power by the Hour" "PBH" or HCare. Costs that would be subject to the 15% markup could include such items as crew training, maintenance training, hoist, longline, or any other mission related training not provided in Exhibit 1. Equipment for mission requirements as determined by the Lessee in direct relation to the helicopter operations shall be included in the 15% markup. Examples of this equipment could include items such as additional hoist cables, mission equipment, or equipment needed in day to day operation of the helicopter. Any additional PBH purchased in excess of hours flown shall be subject to a mark up of no more then 2%.

4. The Pinal County Sheriff's Office (Lessee) shall assume all operational control of the aircraft once the aircraft is airworthy and has been delivered.

5. The Lessor shall deliver the helicopter with completed and current inspections, aircraft service bulletins, airworthiness directives, and airworthy requirements as indicated by the aircraft manufacturer and/or Federal Aviation Administration. The aircraft shall not have accumulated over 15 hours of flight time unless the flight time was approved by the Lessee, prior to helicopter delivery. Delivery shall take place at Hangar One's facility in Carlsbad, California. Travel, per-diem, or other expenses related to delivery of helicopter shall be at the expense of the lessee. If during delivery inspection, the helicopter is determined to not conform with Exhibit 1, or any additional in writing, signed, amendments to this agreement the lessee will notate the deviations and provide Lessor a reasonable amount of time in order to rectify the discrepancy. A reasonable amount of time will be negotiated between both parties but will not exceed industry standards. Lessor will provide Lessee with proof of Products & Completed Operations Liability coverage with a limit of $10M each occurrence and $10M annual aggregate. Proof of Hangarkeepers liability of $10M, with coverage for test flights in the amount of $5M is required if test flights are required by Lessor.

6. Hangar One shall maintain ownership of the Helicopter throughout this Lease/Management agreement. The Lessor shall not cancel this agreement prior to September 30th 2027. At the conclusion/completion of this agreement, the Lessee shall be offered the helicopter, for sale, for $1.00 within 5 business days of this agreements termination. Ownership of the Helicopter and related equipment shall be promptly transferred to the Lessee after payment of $1.00 is received. Any and all PBH shall be transferred to lessee along with any additional warranties and equipment associated with this agreement.

7. Lessee shall operate the Helicopter in a safe and appropriate manner as necessary to conduct all operations as deemed necessary to carry out Law Enforcement related activities to include training of lessee pilots and crew. The Helicopter shall be operated in compliance with and conform to all national, state, municipal, foreign (if operated outside of United States of America) and other laws or ordinances or regulations in any way relating to the possession, use, or maintenance of the Helicopter. The lessee shall have the sole discretion to operate the helicopter as provided by the lessor under Public Use or

Part 91 of the FAA regulations, or any other applicable FAA regulations the lessee deems necessary to carry out day-to-day mission requirements.

8. Lessee shall, at its own cost and expense, repair and maintain the Helicopter so as to keep it in good working order and operating condition. In this regard, Lessee shall pay for all inspections, routine and non-routine maintenance and all related labor. Lessee, at its discretion can choose which vendor is suitable to conduct said maintenance to include lessee employed or contracted maintenance personnel, or facility. If lessee chooses to have maintenance, to include any needed repair or inspection, at Hangar One Avionics, the 15% markup shall not apply, and such repairs would be completed at Hangar One's normal shop labor rates. Lessee shall be responsible for any damage or repair to the Helicopter which is caused by any negligence or misuse by Lessee or its unauthorized use.

9. The Helicopter shall not be subleased to any other entity and operational control must remain with the Lessee throughout this agreement.

10. The Helicopter will be delivered with remaining factory warranty, along with any manufacturer warranties on components provided or installed by Hangar One Avionics. Hangar One Avionics shall provide labor warranties as set forth in Lessor's company policy (Exhibit 3) as extended in their normal course of business.

11. HCare Pricing –

1. **Safran, Ariel 2D** Complete Engine Support By the Hour (SBH), Scope A - Excludes Non-repairable Accessories and Consumables)
    - 2024 Hourly = $256; Ng Per Cycle = $19.50
    - 2025 Hourly = $269; Ng Per Cycle = $20.50
    - 2026 Hourly = $283; Ng Per Cycle = $21.50
    - 2027 Hourly = $297; Ng Per Cycle = $22.50
2. **H125 Airframe, Dual Hydraulics** Full By the Hour (FBH) All Parts >$250 Excluding Consumables) *Standard Warranty Discount Applies while in force*
    - 2024 Hourly = In Warranty $174; Out of Warranty = $289
    - 2025 Hourly = In Warranty $182; Out of Warranty = $302
    - 2026 Hourly = In Warranty $190; Out of Warranty = $316
    - 2027 Hourly = In Warranty $199; Out of Warranty = $320

HCare pricing shall be direct cost plus 2% when managed by Lessor. HCare Pricing is subject to market variation by the Aircraft Manufacturer or Engine Manufacturer. Items less than $250.00 are excluded from HCare and will be paid for by Lessee or through Lessor as agreed upon on in a separate quotation provided at time of request and need.

12. Lessor shall assist the Lessee with facilitation of payment for any related taxes, license, or registration fees of the Helicopter, at the expense of the Lessee. The lessor shall not be responsible for any hangar, parking, tie-down, transient fees, insurance, fuel and regular operating fluids or any other maintenance fees, repairs, or inspections of the aircraft, or any other fees assumed by the Lessee without direct written consent or agreement between the parties. The Lessor is not responsible for any act of god or criminal use of the helicopter after delivery to the Lessee.

13. Lessee shall procure and continuously maintain liability and hull insurance of the Helicopter and such policy shall be in place once Airbus delivers Helicopter to Hangar One Avionics, Inc. Lessor shall not seek financial return of any funds resulting in the loss of, or damage to the helicopter. Any loss of, or damage to the helicopter shall be paid to Lessee if an insurance claim is paid out by Lessee's insurance company. The lessor shall be listed as an additional insured on said policy. Lessee shall provide a written copy of the original policy or certificate evidencing such insurance. Hull value shall be determined by the lessee but be no less than $5,000,000 throughout the term of this agreement. Prior to Lessee taking delivery of the helicopter, Lessor shall name Lessee on Hangar One Avionics' Certificate of Insurance as an additional insured.

14. All efforts have been made by Lessor to ensure accurate quotations have been provided on costs associated with this Helicopter Dry Lease/Management Agreement. Any additional taxes or cost associated with the procurement, delivery, transfer or use of the helicopter shall be the responsibility of the Lessee. If the costs have not already been quoted to a reasonably assured amount, additional costs shall be negotiated in other agreements/contracts between parties set forth herein.

15. Default/Resolution. If lessee fails to make payment within specified period of not less than 60 days after demand has been made, the Lessor has the right to exercise any one or more of the following remedies: (i) take possession of the helicopter after written demand or notice, wherever it may be located, without court order or other process of law; (ii) terminate this agreement. Both parties agree to arbitration to resolve any disputes which arise in relation to this agreement. Arbitration shall be based in the State of Arizona. If after either right has been exercised by lessor, and payment is made by lessee within 60 days, the aircraft and equipment shall be returned to Lessee and the agreement resumed. ***County Procurement Policies regarding payment of outstanding debts supersede this agreement***

16. Entire Agreement. This agreement constitutes the entire agreement between the parties (not withstanding any other agreements henceforth dated hereafter and signed by both parties). It shall not be amended, altered or changed except by a further writing signed by the parties hereto.

17. Notices. Service of all notices under this agreement shall be sufficient if given personally or by certified mail, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time or at the parties last known address.

18. Assignment. Lessee or Lessor shall not assign this agreement or its interest in the Helicopter without prior written consent of both parties.

19. Force Majeure. Non-performance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, or any other reason where failure to perform is beyond the control of either party, and not caused by the negligence of either party or the non-conforming party.

20. Governing Law. This agreement shall be construed and enforced according to the laws of the State of Arizona, and any legal action shall be held in a court within the state of Arizona.

21. Agreed upon amendments. Any amendments shall be entered in the form of Exhibits and signed by both parties prior to acceptance of amendments.

22. Indemnification. To the maximum extent permitted by law, each Party (as "**Indemnitor**") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "**Claims**") arising out of actions taken in performance of this agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this section, the parties to this agreement that are the subject of the Claim or Claims shall cooperate to the maximum extent possible.

Lessor Name

Ken Piland

Lessor Signature _____ DATE: 8/15/24

Lessee Name

MATTHEW J. THOMAS

Lessee Signature _____ DATE: 08/06/2024

Pinal County Board of Supervisor(s) Name

Mike Goodman

Pinal County Board of Supervisor(s) Signature _____ DATE: 08/14/2024

Deputy Pinal County Attorney Name

Kevin Costello

Deputy Pinal County Attorney's Office Signature _____ DATE: 8/6/24

Exhibit 1

QUOTATION

Date: 7/16/24
Quote #: 20240716-1
Quote Valid Until: 12/30/2024

Bill To: Pinal County Sheriff

Attn:
Ph:
Fx:
Email:

TERMS See below
Aircraft Reg: TBD
Aircraft Type: H125
Aircraft S/N: TBD

STATEMENT OF WORK
Pinal County Sheriff

Qty	PART NUMBER	DESCRIPTION			TOTAL
1	H125	2023 Airbus H125 New Helicopter - 3 year or 2000 hour whichever comes first.			3,998,794.74
1	Factory Options	•Air Cond B3 RSG •Aft Bulkhead hard points •Battery relocation RG390 to tailboom •cable cutter R/P w/o wiper defl •extended-extended seat rail - RH/LH •Door- LH/RH sliding door-stainless steel rub strips •Door- LH/RH Short tour clear •Paint			431,182.00
1	Collective Barrier	Collective Barrier - Custom design, includes USB charge ports.			6,075.00
1	350A73-1590-01	Install Copilot Collective Quick Disconnect Mod			13,768.18
1	BOOST SYSTEM	Boost HEC system			155,347.50
1	200-470-00	Install Onboard System Cargo Hook Swing System with load cell			103,268.00
1	350-200264-03	Install a RH cargo Mirror kit from Airbus Canada			5,408.49
1	HTAWS	GTN-750 HTAWS Enablement			7,870.31
1	Video Enablement	Video enablement card for Garmin G500HTxi			1,560.67
1	Mode A/C lock	Mode A/C lock enablement for transponder. Disables ADSB out from aircraft.			1,500.33
1	PA SYSTEM	Install AEM PA System.			58,290.13
1	Belly Light	Hoist Belly Light			11,533.33
1	100-5352	Life Port One (1) Wall Rack Assembly			18,147.50
1	375-3550-KIT	Life Port One (1) Wall Rack Install Kit			4,440.00
4	100-7115-03-1	Life Port Standard 16 inch flip up seat with 2 inch cushion - Color is dark grey.			73,400.00
1	ST2-267-01	One (1) Cargo pallet with brownline will attach to AFT wall seat rack for equipment mounts.			4,432.50
1	130-700414	Install Airbus Canada Blade Tie Down kit.			4,174.48
2	TBD	Install pilot and copilot seat back leather pockets.			3,845.00
1	GDL-69AH	Install a Garmin GDL-69AH Weather Data Link Receiver			16,923.21
1	GTS-800 Traffic	Install a Garmin GTS-800 Traffic system with dual GA58 antennas			32,666.67
1	Instrument Panel	Install an Airbus Expanded Instrument panel STC Kit.			54,573.85
1	Carbide Skid Shoes	Install AAI full length carbide skid shoes.			18,866.67
1	Door Shocks	Upper door shocks pilot/copilot			7,839.79
1	350APP401PBA02 350APP401PBB00 350APP402PB200	Install Copilot Flight Controls (collective / Cyclic / pedals).			39,538.15
1	C2F123M72	Install Loncoin #2 featherweight (123) black flooring			6,666.67
1	TRAKKA SYSTEM	Install a Trakka TC375 imager, Trakka TM100 mapping system, and Trakka TLX searchlight system.			923,129.41
1	Searchlight mount	Install an AMTECH AMT342 A frame searchlight mount to include upper dovetail and wedge.			31,733.33
1	Track and Balance	Install Track and Balance provisions. Includes two Accel's, one Mag Pick up and cables.			8,933.33
2	350A73-1572-02 & 350A73-1572-01	Install Extended Length outboard Tail Rotor Pedals. Pilot and Copilot.			3,288.67
1	Skid Camera	Install a HD bullet camera mounted on the tail boom facing forward which will display HD video on the G500HTxi.			11,298.67
1	Tail Rotor Camera	Install a HD bullet Camera pointing aft at the tail rotor. Video will be displayed on the G500HTxi screen.			11,298.67
1	RT7000	Cobham RT7000 system with Remote Head			300,610.00
1	Audio System	Install a Cobham Digital Audio System. (3 Mixer Panels). Includes copilot transmit foot switch.			113,135.00
4	AAL-280-050C1-07Y2B2Y2CS	Supply 4 Alpine AeroTech Drop Cords.			2,906.67
1	GRA55	Install a Garmin GRA55 Radar Altimeter System. Includes RT, Two antennas, Radar Altimeter Enablement Card.			37,035.71
1	NVG	Aero Dynamix Cockpit NVG STC SR09456RC			66,987.50
2	Map Lights	Soderberg Lights			4,893.33

1	M803-28V-NVG-BAT	Install a Davtron Digital Clock.			2,364.00
1	DownPost and Dovetail	Purchase and Install AirFilm Downpost Utility Mount for Camera System, includes dovetail set.			32,850.00
1	1741320	Install a Facet Engine Oil Filter			12,408.09
1	121000-101	AFS Engine Barrier Filter			72,626.67
1	Rescue Hoist	Purchase and Install a UTC Aerospace Systems 500lb Rescue Hoist (Goodrich).			447,000.00
1	Hoist Light	Install NVG Hoist Light			6,266.67
1	Hoist Camera	Install Hoist Camera. Recording will be done on the Trakka.			8,066.67
1	Paint Touch up	Paint Touch Up for completion items.			6,200.00
1	Hobbs	Relocate Hobbs meter to instrument panel			300.00
1	GTN-750HXI	Install a Garmin GTN-750HXi NVG			34,975.00
1	350A82-1094-02	Install AHI Floor Tie Down Ring STC Kit.			16,607.44
2	Holder	Equipment retention holder in cockpit			2,266.67
1	Monitor	MacroBlue 17" Monitor.			37,333.33
2	USB	USB Charge Ports			3,133.33
1	HeliSAS	Install a Genesys HeliSAS Autopilot system. Can substitute Garmin GFC600H 3 axis autopilot for same price.			128,857.14
2	Door Windows	Tec tool cabin comfort door windows tinted rear sliders			20,586.67
1	Vertical Ref Window	Vertical Reference Window Large D350-567-025			26,331.25
1	P132	Install a Geneva Avionics P132 Switch Console.			63,464.29
1	Flight Stream 510	Garmin GTN-750 Flightstream Bluetooth card.			1,595.00
1	Search and Rescue	Enable search and rescue feature in the GTN.			2,095.00
					7,520,690.68
				Freight	25,000
				Sales Tax (8.7%)	654,300.09
				Total Price	**$ 8,199,990.77**

Qty	Payment Date	DRY LEASE PURCHASE PAYMENT SCHEDULE			TOTAL
1	Aug 2024	deposit due at initial signing of lease agreement			1,000,000.00
1	Sept 2024	deposit required before picking up green helicopter from Airbus			4,000,000.00
1	May 2025	deposit required at time of completed aircraft delivery to Pinal County Sheriff			2,670,000.00
1	Oct 2025	Yearly Lease Management FEE October 1 2025 thru Sept 30 2026			264,995.38
1	Oct 2026	Yearly Lease Management FEE October 1 2026 thru Sept 30 2027			264,995.38
		Note: Any additional cost associated with the helicopter that involves Hangar One during the lease period will be invoiced monthly to Pinal County at a rate of Hangar One's actual cost plus a mark up of 15%.			
				Total Lease Payments	**$ 8,199,990.77**

Thank you for your business!

2026 Palomar Airport Road, Carlsbad CA 92011 Ph: 760- 929-2270

Exhibit 2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ASSURED PARTNERS AEROSPACE
PO BOX 131178
CARLSBAD, CA 92013

CONTACT NAME: TIM HUTTER
PHONE (A/C, No, Ext): 760-431-3998 **FAX (A/C, No):** 760-874-2875
E-MAIL ADDRESS: tim@paccoastaviation.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance Assurance Corporation	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hangar One Avionics, Inc.
2026 Palomar Airport Rd.
Carlsbad, CA 92011

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY	Y		NAF6058469	01/01/24	01/01/25	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:						Hangarkeepers	$ 10,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	OTHER (IF REQUIRED) PROFESSIONAL LIABILITY (or Cyber/Network Liability) Installation/Transit/Pollution/Aircraft, etc.						LIMITS	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2024 Airbus H-125 Single Engine Helicopter (Serial Number 9647)

CERTIFICATE HOLDER

Pinal County Sheriff's Office
971 North Jason Lopez Circle
Building C
Florence, Arizona 85132

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit 3

HANGAR ONE AVIONICS

Limited Warranty Policy

Hangar One Avionics herby warrants to buyer that the installation and integration services sold to buyer shall be free from defects in material and workmanship for a period of 1 year after delivery of aircraft to buyer. Hangar One's warranty does not extend to any defect, claim or damage attributable to the failure to operate and /or maintain the equipment in accordance with manufacturer's and Federal Aviation Agency specifications.

All new equipment sold by Hangar One Avionics is covered by the 1-year warranty term of the individual manufacturer's warranty. Hangar One does not supply any additional warranty for the equipment sold.

Thank you,

Ken Piland

Ken Piland
Manager

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Requisition

Req. Number
172474

Req. Date: 1/21/2025

Department Contact:	Ship to:	Supplier:
HANSEN, JENNIFER Phone: - Branch Plant: SHERIFF Fund Source: SHERIFF'S GRANTS	SHERIFF 971 N JASON LOPEZ CIRCLE BLDG C FLORENCE AZ 85132	STANDARD AERO LIMITED 707 FLIGHT RD WINNIPEG MB R3H 1A1 Phone: - Fax: -

Buyer: Diane Mendoza, Buyer
Phone: 520 - 866-6269
Email: Diane.Mendoza@pinal.gov

Requested Delivery Date: 1/22/2025
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 CI
Contract Number
Contract Expiry 1/21/2027

Reference: Order: #22316/7
Vendor Contact: vanessa.colivas@standardaero.com vanessa.colivas@standardaero.com

Department Contact: jen.hansen@pinal.gov luis.mundo@pinal.gov james.rimmer@pinal.gov

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	1.00	EA	REV1	SOW2 Pinal RFW2 WP ..	$23,586.10	$23,586.10
2.00	1.00	EA	VER2	Additional Work Required AWR1	$106,220.54	$106,220.54
3.00	1.00	EA	VER1	Additional Work Required AWR2	$47,958.98	$47,958.98
4.00	1.00	EA	AWR3	Additional Work Required AWR3	$137,131.33	$137,131.33

Total Order: $314,896.95

Competition Impracticable Justification Form

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

PINAL COUNTY

Requestor and Vendor Information

Requestor Name
DEANNE PEOBLE

Request Date
01/31/2024

Requestor Email
DEANNE.PEOBLE@PINAL.GOV

Requestor Extension OR Phone #*
5238

Department Name
SHERIFF

Requisition #
TBD

Suggested Vendor*
STANDARD AERO

Estimated Yearly Amount*
$500,000.00

Item/Service to be Purchased:*
Aviation maintenance for the Huey

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

- [ ] Item or service has been determined as a County-wide standard:
- [ ] Must match existing item or service to ensure uniformity where costs to manage variations would be prohibitive:
- [ ] Use of “certified” or specifically approved vendors of service equipment is required to maintain warranty of equipment:
- [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:*
Standard Aero was previously a contracted vendor for PCSO aviation. This company has provided services on the Huey for several years. The consistency and familiarity with major overhauls and upgrades to our aircraft is of major importance. They are a highly rated Bell service center that specializes in Huey and UH1 aircraft.

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

Supporting Documents Attachment (0)

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

Denied Information Section

Procurement Officer Denied Queue Comments

Procurement FINAL

Procurement FINAL Approval Name

Procurement FINAL Approval Date

Contract # – if applicable

120456
Vendor #

Vendor Name
STANDARD AERO LIMITED

Execution Date

Retention Date

Denied Information Section

Procurement Officer Denied Queue Comments

Mike Goodman, Chairman
Pinal County Board of Supervisors

February 21, 2024
Date

StandardAero	Customer: 22375	Date: Jan/22/2025
	Contract No: 240092	Estimate: 44 50077 Ver. 1
	Description: SOW2, AWR1, AWR2 & AWR3	Order/Task: 22316/7

PINAL COUNTY SHERIFF

Attn: Luis Mundo **Contract No: 240092**

Teardown/Evaluation Quote

SOW2, AWR1, AWR2 & AWR3

UH-1H3

S/N: 73-22097

Presented by: VANESSA COLIVAS, Customer Support, StandardAero

604-514-7357 vanessa.colivas@standardaero.com

StandardAero	Customer: 22375	Date: Jan/22/2025
	Contract No: 240092	Estimate: 44 50077 Ver. 1
	Description: SOW2, AWR1, AWR2 & AWR3	Order/Task: 22316/7

Teardown/Evaluation Quote

StandardAero is pleased to present you with our quote for Additional Modifications (SOW2) and Additional Work Required (AWR1, AWR2 & AWR3) for your UH-1H3, S/N: 73-22097, as referenced on your Contract No: 240092, PO#: TBD.

Please see below for the pricing and detail summary:

Estimate Price Summary	
SOW2 Pinal RFW2 WP Rev.1	$23,586.10
Additional Work Required AWR1 Ver.2	$106,220.54
Additional Work Required AWR2 Ver.1	$47,958.98
Additional Work Required AWR3 Ver.1	$137,131.33
Total Estimate	**$314,896.95**

StandardAero	Customer: 22375	Date: Jan/22/2025
	Contract No: 240092	Estimate: 44 50077 Ver. 1
	Description: SOW2, AWR1, AWR2 & AWR3	Order/Task: 22316/7

TERMS & CONDITIONS

IMPORTANT - Please read carefully

1. **Budgetary Estimate**. This estimate has been prepared on a sight-unseen basis using information provided by Customer.It is a rough order of magnitude (ROM) price intended solely for budgetary purposes. Unless otherwise specified, final invoice(s) will be based on standard shop time & material rates for actual work performed and parts embodied.

2. **Escalation**. All pricing is in 2025 U.S. Dollars and may be subject to escalation in future years.

3. **TAT**. The estimated turnaround time (TAT) for the stated workscope is from the date of receipt of the unit/aircraft, receipt of the purchase order or approval of the estimate, whichever is later, until the date of completion. This TAT is subject to Excusable Delay as provided in StandardAero's Customer Terms and Conditions – Services, referenced herein below.

4. **Safety**. Customer will provide compliance status for all applicable mandatory directives and bulletins. StandardAero reserves the right to refuse to test a unit or fly an aircraft with any outstanding flight safety issues.

5. **Shipping**. Unless otherwise stated, StandardAero will make all units available to a mutually agreed common carrier in accordance with the terms of Ex-Works (EXW – Incoterms 2010) at StandardAero's facility located in Richmond or Langley (as applicable), British Columbia, Canada.

6. **Removed Parts**. Parts identified to be removed or replaced excluded.shall be disposed of, which may include mutilation or destruction, as mandated by OEM requirements or, in the absence of such requirements, shall be retained by and become the property of StandardAero unless otherwise directed by Customer at the time of approving this estimate.

7. **Customer Parts**. Any Customer-supplied parts will be subject to an incorporation fee of 5% of the value of the part, up to a maximum of $500.00 per part. Customer may supply up to a maximum of 30 unique part-numbered parts.

8. **Validity**. This estimate is valid for 30 days from the date of this estimate and is subject to approved credit terms.

9. **Exchanges**. **(if applicable)** All core units must be received by StandardAero within 45 days after Customer's receipt of an exchange unit. Supplemental charges may result unless core units are accompanied by complete records and removal entries without evidence of abnormal conditions, including but not limited to FOD, over-speed, over-temperature, hard landing, saltwater immersion or accident.

10. **Helicopter Operation**. **(if applicable)** Customer is responsible for all procedures and costs related to releasing the aircraft back to service after completion of work, including any and all costs associated with the operation of the helicopter, including but not limited to pilot fees, fuel and oil.

11. **Travel. (if applicable)** Travel costs, if specifically stated, are approximations based on information available at the time of this estimate. Final invoices for all travel-related costs will be indexed to actual costs incurred, except travel labor time and technician per diems which have set daily rates. If no travel costs are specifically stated in this estimate, such costs are excluded.

12. **Freight. (if applicable)** Parts pricing in this estimate includes a 2.5% freight charge.

Services provided by StandardAero shall be governed by the Helicopter Services "Customer Terms & Conditions – Services," which are hereby incorporated in full by this reference, and are available at www.standardaero.com//Portals/0/Documents/Legal/HeliCustomerTerms-Services.pdf or will be sent to you upon request. All Services provided are conditional upon acceptance of all of the terms and conditions on its face and incorporated herewith including the "Customer Terms & Conditions – Services." The terms may not be amended without StandardAero's written consent.

www.standardaero.com//Portals/0/Documents/Legal/HeliCustomerTerms-Services.pdf

Accepted By Name: _____

Title: _____

PO#: _____

Final Quotation Grand Total: $314,896.95

If you have any questions or concerns, please do not hesitate to contact us.

SAM.GOV®

STANDARD AERO LIMITED

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
NQMZHBRH6L67	**36213**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**May 28, 2025**	
Physical Address	Mailing Address	
707 Flight RD **Winnipeg, Mb R3H 1C6** **Canada**	**707 Flight RD** **Winnipeg, Mb R3H 1C6** **Canada**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Not Applicable	**(blank) / Canada**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
May 31, 2024	**May 28, 2024**	**Apr 30, 2007**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Oct 1, 1911	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
65NU0	**STANDARDAERO AVIATION HOLDINGS, INC.**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Manufacturer of Goods**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**
EFT Indicator	CAGE Code
0000	**36213**

Points of Contact

Electronic Business

EDGAR A. CHAVEZ, Sr. Contracts Manager

707 Flight Road
Winnipeg, Mb R3H 1C6
Canada

Government Business

EDGAR A. CHAVEZ, Sr. Contracts Manager

707 Flight Road
Winnipeg, Mb R3H 1C6
Canada

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**336412**	**Aircraft Engine And Engine Parts Manufacturing**
	336413	**Other Aircraft Parts And Auxiliary Equipment Manufacturing**
	336611	**Ship Building And Repairing**
	488190	**Other Support Activities For Air Transportation**
	811310	**Commercial And Industrial Machinery And Equipment (Except Automotive And Electronic) Repair And Maintenance**

Product and Service Codes

PSC	PSC Name
2835	**Gas Turbines And Jet Engines; Non-Aircraft Prime Mover, Aircraft Non-Prime Mover, And Components**
2840	**Gas Turbines And Jet Engines, Aircraft, Prime Moving; And Components**
H128	**Quality Control- Engines, Turbines, And Components**
H228	**Equipment And Materials Testing- Engines, Turbines, And Components**
H328	**Inspection- Engines, Turbines, And Components**
H928	**Other Quality Control, Testing, And Inspection- Engines, Turbines, And Components**
J028	**Maintenance, Repair, And Rebuilding Of Equipment- Engines, Turbines, And Components**
K028	**Modification Of Equipment- Engines, Turbines, And Components**
L028	**Technical Representative- Engines, Turbines, And Components**
N028	**Installation Of Equipment- Engines, Turbines, And Components**

Disaster Response

This entity does not appear in the disaster response registry.

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Order

Pinal County Finance Department
Purchasing Division
P.O. Box 1348
Florence, AZ 85132

PO Number
253597
This number must appear on all documents pertaining to this order.

PO Date: 1/17/2025

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132 **Or** **email invoice to:** FinanceInvoices@pinal.gov	PUBLIC WORKS- ADMIN OFFICES 85 N. FLORENCE ST 2ND FLOOR FLORENCE AZ 85132	EMPIRE MACHINERY PO BOX 842381 LOS ANGELES CA 90084-2381 Phone: 602 - 898-4789 Fax: 602 - 898-4637 **Confirming to:**

Buyer: Maegan Queen, Buyer
Phone: 520 - 866-6265
Email: Maegan.Queen@pinal.gov

Requested Delivery Date: 1/17/2025
Payment Terms: Net 30
Shipping Terms: FOB Destination

The terms and conditions of the following contract apply to this Purchase Order:
Contract Entity State of Arizona
Contract Number CTR052847
Contract Expiry 12/3/2025

Reference: 2025 265 XPS COMPACT SKID STEER

Vendor Contact: Matt Steely (520)631-4955 Matt.Steely@empire-cat.com

Department Contact: Jim Stalter (520)866-7037 Jim.Stalter@pinal.gov | Michele Kim (520)866-6453 Michele.Kim@pinal.gov

Delivery: 3535 Hunt Hwy San Tan Valley, AZ 85143

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS	5860268	265 CAB A/C XPS	$0.00	$103,670.00
2		LS	5446335	Cab Package, Ultra	$0.00	$18,150.00
3		LS		Ultra Package Includes	$0.00	
4		LS	5860014	Hydraulics, Performance, (HP3)	$0.00	
5		LS	6423007	Idler Wheels, Triple Flange	$0.00	
6		LS	5792311	Worklights, LED, Front/Rear/Si	$0.00	
7		LS	5859837	Comfort PKG, Enclosed Cab, HVA	$0.00	
8		LS	5859588	Sear, Air Suspension, Heat/Ven	$0.00	
9		LS	5941962	Integrated Radio	$0.00	$680.00
10		LS	6078408	Package, Technology (T5)	$0.00	
11		LS	5860167	Fan, Cooling, Demand	$0.00	
12		LS	5860041	Coupler, Hydraulic, Self Level	$0.00	
13		LS	6405405	Hose Guide, Attachment	$0.00	

14	LS		End of Ultra Includes	$0.00	
15	LS	5860093	Guarding/Sealing PKG, (HD1)	$0.00	$675.00
16	LS	5964432	Track, Rubber, 450MM (17.7 IN)	$0.00	$870.00
17	LS	5860028	Ride Control	$0.00	$975.00
18	LS	6066585	Fuel, Electric Priming	$0.00	$630.00
19	LS	5792312	Rear Lights	$0.00	
20	LS	5937243	Door, Cab, Glass	$0.00	$145.00
21	LS	6131925	Seat Belt, 3"	$0.00	$189.00
22	LS	5792324	Product Link, Cellular PLE643	$0.00	$1,104.00
23	LS	6437208	Certification ARR, P65	$0.00	
24	LS	5859582	Instructions, ANSI, USA	$0.00	
25	LS	4218926	Serialized Technical Media Kit	$0.00	
26	LS	5860249	Oil, Hydraulic, Cold Operation	$0.00	$695.00
27	LS	5942212	Heater, Engine Coolant, 120V	$0.00	$260.00
28	LS	2859676	Counterweight, Machine, Extern	$0.00	$1,365.00
29	LS	0P0210	Pack, Domestic Truck	$0.00	
30	LS	0P9003	Lane 3 Order	$0.00	
31	LS	2795377	Bucket-GP, 80", BOCE (ADD)	$0.00	$2,132.00
32	LS	4752780	Mulcher, HM316, HF XPS	$0.00	$42,667.00
33	LS	4266548	Bucket-MP, 80", BOCE	$0.00	$5,646.00
34	LS	6077351	Kit, Turbo Debris Guard	$0.00	$375.00
35	LS		Cooperative Discount ADOT Cont CTR052847 (21%)	$0.00	($37,847.88)
36	LS		Sales Tax (8.70%) .	$0.00	$12,387.07

Total Order : $154,767.19

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

Purchase Request

Req #_____

PO #_____

☐ CONTRACT ☐ BPO FY: _____

(PW Finance Only) Vendor: Empire Truck and Trailer Vendor #:

1	Requestor / Date	Jim Stalter	1/15/2025
2.a	Item # / Description		2025 Caterpillar 265 tracked loader
2.b	Item # / Description		
2.c	Item # / Description		
2.d	Item # / Description		

		#2.a	#2.b	#2.c	#2.d
3	Quantity	1			
4	Unit of Measure	$			
5	Unit Cost	$154,767.19			
6	Extended Cost	$ 154,767.19	$ -	$ -	$ -
7	Cost Center (Project)				
8	Cost Type (Admin Only)				
9	Cost Code (Activity)				
10	Subledger (Admin Only)				

11 Contract # / BOS: _____ Budget Available: _____

12 Recommended Vendor _____

13 Scope of Work: _____

Deliver to-Pickup By / When: 3535 Hunt Hwy Santan Valley Az.

Attn / Phone: Jim Stalter 520 866 7037

14	Approval / Date		
15	Approval / Date		

Admin Use Only:

Req Entered Date/By		
Req Approval Date/By		
Req Turned Date/By		PO ClosedDate/By _____

EMPIRE CAT

PINAL COUNTY



*Not Actual Quoted Machine

NEW CATERPILLAR 265 COMPACT TRACK LOADER

STANDARD EQUIPMENT

Powertrain
- CAT C2.8T Turbocharged Diesel Engine
  - 74.2 Hp
  - Glow Plugs Starting Aid
  - Liquid Cooled, Direct Injection
- Dual Element, Radial Seal Air Cleaner
- Hydraulic Oil S-O-S Sampling Valve
- Coolant Ecology Drain
- Cartridge Type Hydraulic Supply & Return Filters
- Canister Type Engine Oil, Fuel/Water Separator Filters
- Side-By-Side Radiator / Hydraulic Oil Cooler
- Spring Applied, Hydraulically Released, Parking Brakes
- Hydrostatic Transmission
- Lockable Fuel Cap
- Auto Engine Idle

Undercarriage
- Torsion Suspension – (4) Independent Torsion Axles
- Two Speed Travel
- (4) Integrated Tie Downs on Track Frame

Hydraulics
- Selectable Control Pattern: ISO or H
  - Electro/Hydraulic Implement Control
  - Electro/Hydraulic Hydrostatic Transmission Control
- Speed Sensor Guarding
- Heavy Duty Flat-Faced Quick Disconnects with Integrated Pressure Release Lever

Electrical
- Work Tool Electrical Harness
- Heavy Duty Battery with Battery Disconnect & Lockout Feature
- 12V Electrical System
- 85 Ampere Alternator
- LED Work Lights
- Auto Reverse Lights
- Switch Backlighting
- Interior LED Dome Light
- Backup Alarm
- Beacon Electrical Outlet
- Exterior Courtesy Lighting
- Automatic Work Light Notification (flashes when parking brake is released)

Frames
- Vertical Path Lift Linkage
- One Piece Welded Chassis
- Machine Tie Down Points (9)
- Removable Panels for Machine Frame Cleanout
- Lift Arm Support
- Welded, Steel Rear & Front Bumpers
- Right Side Fuel Fill

Operator Environment
- Operator Warning System Indicators:
  - Air Filter Restriction
  - Alternator Output
  - Armrest Raised/Operator Out of Seat
  - Engine Coolant Temperature
  - Engine Oil Pressure
  - Glow Plug Activation
  - Hydraulic Filter Restriction
  - Hydraulic Oil Temperature
  - Park Brake Engages
  - Engine Emission System
- Control Interlock System (When Operator Leaves Seat or Armrest Raised) – Hydraulic System & Hydrostatic Transmission Disables, & Parking Brake Engages
- Tilt Up, ROPS Cab/Canopy
- Level I FOPS
- Color LCD Monitor:
  - Creep Speed Control
  - Drive Response, Implement Response, & Drive Power Priority Adjustments
  - Date, Time, Units, & Brightness Settings
  - Multi-Operator Anti-Theft Security System & Monitoring
  - Maintenance Schedule & Reminders
  - Event & Diagnostic Code Monitoring
  - Smart Technology (enables use of Smart Attachments)
- Gauges: Fuel Level, Hour Meter, Hydraulic Temperature, Battery Voltage & Tachometer
- Cell Phone Storage Pocket
- Cup Holder
- Ergonomic Contoured Armrest
- Independently Adjustable, Seat Mounted Joystick Controls
- Top & Rear Windows
- Floormat/ Headliner
- Interior Rearview Mirror
- Horn
- Electronic Hand (Dial) Throttle
- 12V Power Port
- Rear Window Breaker Hammer

Other Standard Equipment
- Steel Engine Door with Replaceable Louvers
- Lockable Engine Door
- Extended Life Antifreeze (-34°F)
- Work Tool Coupler
- Hydraulic Oil & Radiator Coolant Level Sight Gauges
- Radiator Expansion Bottle
- CAT Tough-Guard™ Hose
- Hydraulic Demand Cooling Fan

EMPIRE CONFIGURATION

- Performance Hydraulics (HP3)
  - High Flow/XPS – 34 GPM
- Electric Fuel Priming – Includes a high capacity fuel filter with visible water separator, large removable element, & an electric priming pump.
- Attachment Hose Guide
- Demand Cooling Fan
- Sealing/Guarding Package:
  - Engine Air Inlet Rain Cap, Front & Side Cab-to-Frame Sealing, Hydraulic Fill Access Door, Lockable Fuel Fill Access Door, Tilt Cylinder Guarding & Drive Line Bottom Guarding
- Undercarriage
  - 17.7" Steel Embed Rubber Track with Bar Tread
  - Triple Flange Front & Rear Idler Wheel
- External Counterweight
- Hydraulic Quick Coupler with Dual Direction Self-Leveling, Return-to-Dig, & Work Tool Positioner
- 80" General Purpose Bucket with Bolt-On Cutting Edge
- Ultra Cab
  - Deluxe Headliner
  - Rear Window Shelf Mat
  - A-Post Covers
  - Cell Phone Holder
  - Cup Holder
  - Front/Rear Sliding Side Windows
  - (ATC) Automatic Temperature Control – Air Conditioner, Heater, & Defroster
  - Air Suspension Seat with Heat/Ventilation – pod mounted controls for seat adjustment, ventilation & heat. Also includes fully adjustable seat mounted controls & arm bar/rest.
  - Integrated Radio with Bluetooth
  - 3" Seat Belt
  - Polycarbonate Cab Door
- Work Lights – (2) Forward Facing, (2) Rear Facing, & (2) Cab Mounted Side LED Lights
- Rear Lights
- Product Link – Cellular PLE243
- Technology:
  - Advanced Touchscreen Monitor, Advanced Joysticks, Push Start, an X-Mount Cell Phone Holder.
  - Rearview Camera

EMPIRE CONFIGURATION

REF #	DESCRIPTION	LIST PRICE
5860268	265 CAB A/C XPS	$103,670.00
6446335	CAB PACKAGE, ULTRA	$18,150.00
	ULTRA PACKAGE INCLUDES	$-
5860014	HYDRAULICS, PERFORMANCE, (HP3)	$-
6423007	IDLER WHEELS, TRIPLE FLANGE	$-
5792311	WORKLIGHTS,LED,FRONT/REAR/SIDE	$-
5859837	COMFORT PKG, ENCLOSED CAB,HVAC	$-
5859588	SEAT,AIR SUSPENSION,HEAT/VENT	$-
5941962	INTEGRATED RADIO	$680.00
6078408	PACKAGE, TECHNOLOGY (T5)	$-
5860167	FAN, COOLING, DEMAND	$-
5860041	COUPLER, HYDRAULIC, SELF LEVEL	$-
6405405	HOSE GUIDE, ATTACHMENT	$-
	END OF ULTRA INCLUDES	$-
5860093	GUARDING / SEALING PKG, (HD1)	$675.00
5964432	TRACK,RUBBER,450MM(17.7 IN)BLCK	$870.00
5860028	RIDE CONTROL	$975.00
6066585	FUEL, ELECTRIC PRIMING	$630.00
5792312	REAR LIGHTS	$-
5937243	DOOR, CAB, GLASS	$145.00
6131925	SEAT BELT, 3"	$189.00
5792324	PRODUCT LINK, CELLULAR PLE643	$1,104.00
6437208	CERTIFICATION ARR, P65	$-
5859582	INSTRUCTIONS, ANSI, USA	$-
4218926	SERIALIZED TECHNICAL MEDIA KIT	$-
5860249	OIL, HYDRAULIC, COLD OPERATION	$695.00
5942212	HEATER, ENGINE COOLANT, 120V	$260.00
5859676	COUNTERWEIGHT,MACHINE,EXTERNAL	$1,365.00
0P0210	PACK, DOMESTIC TRUCK	$-
0P9003	LANE 3 ORDER	$-
2795377	BUCKET-GP, 80", BOCE (ADD)	$2,132.00
4752780	MULCHER, HM316, HF XPS	$42,667.00
4266548	BUCKET-MP, 80", BOCE	$5,646.00
6077351	KIT, TURBO DEBRIS GUARD	$375.00

CATERPILLAR LIST PRICE **$180,228.00**

PRICING SUMMARY

Machine List Price	**$180,228.00**
Less Cooperative Discount ADOT Contract CTR052847 (21%)	**($37,847.88)**
Pinal County Fleet Sales Price	**$142,380.12**
Sales Tax (8.70%)	**$12,387.07**
Complete Sales Price	**$154,767.19**

*Sales tax not included in price or terms. Tax will be added when applicable.

Included:

- **Standard Warranty:** 2 Years/2,000 Hours
  *All standard warranties include travel time & milage for first (12) twelve months. Scheduled oil sampling is required during entire warranty period.
- **Extended Warranty:** 5 Years/2,500 Hours: Premier Warranty

We appreciate the opportunity to offer this proposal to you. Thank you for your consideration, and we look forward to your valued business.

Matt Steely

Matt Steely
Account Manager
Empire Machinery
520-631-4955
Matt.Steely@empire-cat.com
1/13/2025

This quote is good for 30 days on units in transit from the manufacturing (MFG) factory or in Empire stock only and prices are subject to change. Availability subject to prior sale. Price adjustments will be applied based on manufactures price or incentives increases/decreases that occur between this quote and the final price upon MFG confirmation of ship date. Tire brand cannot be guaranteed. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms (www.empire-cat.com/salesserviceterms), which are incorporated into this quote.

ADOT
Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Contract Amendment Summary

CONTRACTOR: Empire Southwest LLC **CTR052847**	**AMENDMENT NO.: Six (6)**
DESCRIPTION: Statewide Heavy Equipment including Accessories	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Six (6) to mutually extend this contract from December 4, 2024 through December 3, 2025 unless terminated, canceled or extended as otherwise provided in the contract.

2. All other terms, conditions and provisions of this contract remain unchanged.