**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: March 5, 2025

Re: Contract Amendment for ROQ #204326 On-Call Building Safety Residential & Commercial Plan Review Services

It is requested the Board approve a contract term extension with the following suppliers who provide On-Call Building Safety Residential & Commercial Plan Review Services for the Development Services - Community Development Division:

Brown & Associates Certified Inspection Services, Inc.
Bureau Veritas North America, Inc.
Willdan Engineering

The County has spent approximately $83,000.00 on these contracts in the last year, and the same is anticipated in the next year of the contract.

The current term of this contract expires on March 27, 2025. The new term, if approved, will begin on March 28, 2025, and will continue through March 27, 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,

*Brisna Canizalez*

Brisna Canizalez
Procurement Officer
(520) 866-6223
Brisna.Canizalez@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: 204326ROQ**
**Amendment #4**
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

## On-Call Building Safety Residential & Commercial Plan Review Services

Contractor Name: **Brown & Associates Certified Inspection Services, Inc.**

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 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 March 5, 2025 |
| Stephen Q. Miller, Chairman<br>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: 204326ROQ**
**Amendment #4**
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

## On-Call Building Safety Residential & Commercial Plan Review Services

Contractor Name: **Bureau Veritas North America, Inc.**

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 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 March 5, 2025 |
| Stephen Q. Miller, Chairman<br>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: 204326ROQ**
**Amendment #4**
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

## On-Call Building Safety Residential & Commercial Plan Review Services

Contractor Name: **Willdan Engineering**

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 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 March 5, 2025 |
| Stephen Q. Miller, Chairman<br>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: Brisna Canizalez, Procurement Officer

Date: March 5, 2025

Re: Contract Amendment for ROQ #204526 On-Call Engineering Development Plan Review Services

It is requested the Board approve a contract term extension with the following suppliers who provide On-Call Engineering Development Plan Review Services for Development Services - Community Development Division:

Entellus, Inc.
LAChow Consulting, Inc.
Michael Baker International
Psomas

The County has spent approximately $1,024,000.00 on these contracts in the last year, and the same is anticipated in the next year of the contract.

The current term of this contract expires on March 27, 2025. The new term, if approved, will begin on March 28, 2025, and will continue through March 27, 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,

*Brisna Canizalez*

Brisna Canizalez
Procurement Officer
(520) 866-6223
Brisna.Canizalez@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: 204526ROQ**
**Amendment #4**
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

## On-Call Engineering Development Plan Review Services

Contractor Name: **Entellus, Inc.**

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 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.

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| X | X March 5, 2025 |
| Stephen Q. Miller, Chairman<br>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: 204526ROQ**
**Amendment #4**
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

## On-Call Engineering Development Plan Review Services

Contractor Name: **LAChow Consulting, 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 March 27, 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 March 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: 204526ROQ**
**Amendment #4**
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

## On-Call Engineering Development Plan Review Services

Contractor Name: **Michael Baker International**

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 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.

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| X | X March 5, 2025 |
| Stephen Q. Miller, Chairman<br>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: 204526ROQ**
**Amendment #4**
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

## On-Call Engineering Development Plan Review Services

Contractor Name: **Psomas**

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 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 March 5, 2025

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: Brisna Canizalez, Procurement Officer

Date: March 5, 2025

Re: Contract Amendment for ROQ #204626 On-Call Environmental Engineering Services

It is requested the Board approve a contract term extension with the following suppliers who provide On-Call Environmental Engineering Services for Development Services - Community Development Division:

Hydro Geo Chem, Inc.
WestLand Resources

The County has spent $0 on these contracts in the last year however intends to keep the contracts active in the event a need for these services arises.

The current term of this contract expires on March 27, 2025. The new term, if approved, will begin on March 28, 2025, and will continue through March 27, 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,

*Brisna Canizalez*

Brisna Canizalez
Procurement Officer
(520) 866-6223
Brisna.Canizalez@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: 204626ROQ**
**Amendment #4**
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

## On-Call Environmental Engineering Services

Contractor Name: **Hydro Geo Chem, Inc.**

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 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.

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| X | X March 5, 2025 |
| Stephen Q. Miller, Chairman<br>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: 204626ROQ**
**Amendment #4**
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

## On-Call Environmental Engineering Services

Contractor Name: **WestLand Resources**

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 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 March 5, 2025 |
| Stephen Q. Miller, Chairman<br>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: Brisna Canizalez, Procurement Officer

Date: March 5, 2025

Re: Contract Amendment for 205126ROQ On-Call Land Use Planning Services

It is requested the Board approve a contract term extension with the following suppliers who provide land use planning services for Development Services - Community Development Division:

Michael Baker International, Inc.
Norris Design
PLAN*et Communities

The County has spent approximately $240,000.00 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on March 27, 2025. The new term, if approved, will begin on March 28, 2025, and will continue through March 27, 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,

*Brisna Canizalez*

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

PINAL COUNTY

# Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 205126ROQ**
**Amendment #4**
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

## On-Call Land Use Planning Services

Contractor Name: **Michael Baker International, Inc.**

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 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 March 5, 2025

Stephen Q. Miller, Chairman
Pinal County Board of Supervisors

Date

PINAL COUNTY

# Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 205126ROQ**
**Amendment #4**
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

## On-Call Land Use Planning Services

Contractor Name: **Norris Design**

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 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 March 5, 2025

Stephen Q. Miller, Chairman
Pinal County Board of Supervisors

Date

PINAL COUNTY

# Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 205126ROQ**
**Amendment #4**
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

## On-Call Land Use Planning Services

Contractor Name: **PLAN*et Communities**

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 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 March 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: Brisna Canizalez, Procurement Officer

Date: March 5, 2025

Re: Contract Amendment for 205626ROQ On-Call Zoning & Subdivision Regulation Services

It is requested the Board approve a contract term extension with the following suppliers who provide zoning and subdivision regulation services for Development Services - Community Development Division:

Matrix Design Group, Inc.
Michael Baker International, Inc.

The County has spent approximately $189,000 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of these contracts will expire on March 27, 2025. The new term, if approved, will begin on March 28, 2025, and will continue through March 27, 2026. After this extension, no further extensions remain.

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

Respectfully submitted,

*Brisna Canizalez*

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

PINAL COUNTY

# Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 205626ROQ**
**Amendment #4**
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

## On-Call Zoning & Subdivision Regulation Services

Contractor Name: **Matrix Design Group, Inc.**

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 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 March 5, 2025

Stephen Q. Miller, Chairman
Pinal County Board of Supervisors

Date

PINAL COUNTY

# Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 205626ROQ**
**Amendment #4**
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

## On-Call Zoning & Subdivision Regulation Services

Contractor Name: **Michael Baker International, Inc.**

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 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 March 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: March 5, 2025

Re: Contract Amendment for IFB #230928 Asphalt Pulverization Services

It is requested the Board approve a contract term extension with the following suppliers who provide asphalt pulverization services for the Development Services - Public Works Division:

Asphalt Busters, Inc.
Carbon Crusher, Inc.

The County has spent approximately $150,000.00 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on March 14, 2025. The new term, if approved, will begin on March 15, 2025, and will continue through March 14, 2026. After this extension, two (2) one-year optional extensions will remain.

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

Respectfully submitted,

*Lorina Gillette*

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

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: 230928IFB**
**Amendment # 2**
Procurement Officer: Lorina Gillette, CPPB
Lorina.Gillette@pinal.gov

## Asphalt Pulverization Services

Contractor Name: **Asphalt Busters, Inc.**

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 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 March 5, 2025 |
| Stephen Q. Miller, Chairman<br>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: 230928IFB**
**Amendment # 2**
Procurement Officer: Lorina Gillette, CPPB
Lorina.Gillette@pinal.gov

## Asphalt Pulverization Services

Contractor Name: **Carbon Crusher, Inc.**

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 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 March 5, 2025 |
| Stephen Q. Miller, Chairman<br>Pinal County Board of Supervisors | Date |

PINAL COUNTY
WIDE OPEN OPPORTUNITY

# Purchase Requisition

| Req. Number |
| --- |
| 167531 |

.

**Req. Date: 6/9/2023**


| Department Contact: | Ship to: | Supplier: |
| --- | --- | --- |
| REZA, MARIANNA<br><br>Phone: -<br>Branch Plant: SHERIFF<br>Fund Source: COORDINATED REENTRY PLANNING | SHERIFF<br><br>971 N JASON LOPEZ CIRCLE BLDG C<br>FLORENCE AZ 85132 | DLR GROUP/WESTLAKE REED LESKOSKY<br>6225 N. 24TH STREET, SUITE 250<br>PHOENIX AZ 85016-2020<br><br>Phone: -<br>Fax: - |

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

**Requested Delivery Date: 6/30/2024**
**Payment Terms: Net 30**
**Shipping Terms: FOB Destination**

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

| | |
| --- | --- |
| **Contract Entity** | Pinal County |
| **Contract Number** | 204226ROQ |
| **Contract Expiry** | 3/27/2024 |

**Reference:** Proposal: Feb 8, 2023 - Job#: 00-30181-80

Department Contacts: Hattie Sturgill (520) 866-6914 hattie.sturgill@pinal.gov | Teresa Fuller (520) 866-6501 teresa.fuller@pinal.gov

PO emailed to: Hans Papke Hpapke@dlrgroup.com papke@dlrgroup.com

| Line | Quantity | UOM | Item Number | Item Description | Unit Cost | Extended Cost |
| --- | --- | --- | --- | --- | --- | --- |
| 3.00 | | LS | | Amendment Phase 1 Proposal<br>.. | $0.00 | $461,300.00 |

Total Order: $461,300.00

# AIA® Document G802® – 2017

## *Amendment to the Professional Services Agreement*

**PROJECT:** *(name and address)*
Pinal Detention Facility Re-Entry &
Administration Office Building Addition
31 N. Pinal St., Bldg.
A., Florence, AZ 85132

DLR Group Project #
30-23132-00

**AGREEMENT INFORMATION:**
Date: March 28, 2021

**AMENDMENT INFORMATION:**
Amendment Number: 001

Date: September 16, 2024

**OWNER:** *(name and address)*
Pinal County facilities Management and
Construction
31 N. Pinal St., Bldg.
A., Florence, AZ 85132

**ARCHITECT:** *(name and address)*
DLR Group inc., an Arizona corporation
6225 N. 24th Street
Suite 250
Phoenix, AZ 85016

The Owner and Architect amend the Agreement as follows:
Project Scope Changes:

1. Project basic scope of work has changed for the new re-entry administration building from 10,000 g.s.f. to approximately 15,500 g.s.f. In addition, there are approximately 6,300 s.f. of existing areas that are designed to be renovated that have changed from the previous 1,500 g.s.f.
2. There are no alternate design options to be shown on documents or bid on.
3. Due to the extent of movable furniture requirements, DLR Group will need to provide added detailed FF & E design and coordination with the County vendor.
4. Due to the extent of the increase in building size and users' additional effort is required for Interiors design.
5. Due to the extent of the increase in building size and users, additional design effort is needed for AV/ IT and security Design.
6. A separate 5,000 s.f. warehouse building has been added to the design scope.
7. Added services for geotechnical soils testing for the new location of the warehouse are provided.
8. Requested new fire alarm system in the entire Detention Administration building area that will include the support services such as Kitchen, Laundry, Medical and Booking areas.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
We propose to furnish the above basic services changes and additional services per the scope change above as follows:

| | |
|---|---|
| 1. Re-Entry office building increase. | $147,200.00 |
| 2. Existing office areas renovations increase. | $129,400.00 |
| 3. Increased scope for FF & E design and coordination. | $ 16,600.00 |
| 4. Increased interiors design scope. | $ 4,400.00 |
| 5. Increased AV / IT and security design scope. | $ 7,200.00 |
| 6. Addition of separate warehouse building. | $104,000.00 |
| 7. Added Geotech service for separate warehouse building. | $ 500.00 |
| 8. Added civil design for warehouse addition. | $ 18,000.00 |
| 9. Fire alarm system consultant for existing Detention Administration building. | $ 29,400.00 |
| 10. Fire alarm system CDs for Existing Detention Administration building. | $ 4,600.00 |
| Total Additional Services Request | $461,300.00 |

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**User Notes:** (3B9ADA53)

Schedule Adjustment:

**SIGNATURES:**

| | |
|---|---|
| Larry Smith, Vice President<br>DLR Group inc., an Arizona corporation | Hattie Sturgill<br>Interim Director<br>Facilities Management & Construction |
| **ARCHITECT** *(Firm name)* | **OWNER** *(Firm name)* |
| **SIGNATURE** | **SIGNATURE** |
| **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** |
| **DATE** | **DATE** |

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**User Notes:** (3B9ADA53)

DLRGROUP

6225 North 24th Street, Suite 250
Phoenix, AZ 85016
**DLR Group inc.**

**an Arizona**

September 16, 2024

Hattie Sturgill
Interim Director
Facilities Management & Construction
121 West 22nd Street
Florence AZ 85132

Re: Scope of work increase and fee proposal for scope increase to Pinal Detention Facility Re-Entry & Administration Office Building Addition plus existing building renovations plus warehouse building addition. These additional fees are for project scope increase of square footage size and scope addition of fire alarm system replacement in existing buildings.

Dear Hattie,

We appreciate the opportunity to submit our proposal for design services scope and fee change for the Pinal County Detention Facility Re-Entry and Administration building project.

**Project Scope Changes:**

1. Project basic scope of work has changed for the new re-entry administration building from 10,000 g.s.f. to approximately 15,500 g.s.f. In addition, there are approximately 6,300 s.f. of existing areas that are designed to be renovated that have changed from the previous 1,500 g.s.f.
2. There are no alternate design options to be shown on documents or bid on.
3. Due to the extent of movable furniture requirements, DLR Group will need to provide added detailed FF & E design and coordination with the County vendor.
4. Due to the extent of the increase in building size and users' additional effort is required for Interiors design.
5. Due to the extent of the increase in building size and users, additional design effort is needed for AV/ IT and security Design.
6. A separate 5,000 s.f. warehouse building has been added to the design scope.
7. Added services for geotechnical soils testing for the new location of the warehouse are provided.
8. Requested new fire alarm system in the entire Detention Administration building area that will include the support services such as Kitchen, Laundry, Medical and Booking areas.

**Project Construction Budget Changes:**

1. The overall project construction budget for the office building has changed from $4,000,000.00 to $6,600,000.00.
2. Renovation areas construction budget has changed from $340,000 to $1,400,000
3. The overall project construction budget for the warehouse building addition is $1,600,000.
4. The overall budget for FF &E and IT / Security has changed from $255,000 to $400,000.
5. The added construction cost for the fire alarm system replacement is $360,000.
6. Thus, the entire project construction budget has increased from $4,900,000 to $10,600,000.

**Additional Services Compensation:**

We propose to furnish the above basic services changes and additional services per the scope change above as follows:

| | | |
|---|---|---|
| 1. | Re-Entry office building increase. | $147,200.00 |
| 2. | Existing office areas renovations increase. | $129,400.00 |
| 3. | Increased scope for FF & E design and coordination. | $ 16,600.00 |
| 4. | Increased interiors design scope. | $ 4,400.00 |
| 5. | Increased AV / IT and security design scope. | $ 7,200.00 |
| 6. | Addition of separate warehouse building. | $104,000.00 |
| 7. | Added Geotech service for separate warehouse building. | $ 500.00 |
| 8. | Added civil design for warehouse addition. | $ 18,000.00 |
| 9. | Fire alarm system consultant for existing Detention Administration building. | $ 29,400.00 |
| 10. | Fire alarm system CDs for Existing Detention Administration building. | $ 4,600.00 |
| | Total Additional Services Request | $461,300.00 |

Thank you for this opportunity to be of service and we look forward to working with Pinal County and Pinal County Sheriff's office.

Sincerely
DLR GROUP

Larry J. Smith, AIA
Architect / Principal

Encl:

Cc: Hans Papke, AIA

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers
A UES Company

| | | | |
|---|---|---|---|
| **date:** | July 28, 2023 | **EWO number:** | 001 |
| **client:** | DLR Group | **project #:** | 230836SA |
| **client contact:** | Hans Papke | **job name:** | Pinal County Re-Entry & Admin Building |

**description of additional services**

Drill one (1) additional boring to a depth of 10 to 20 feet below existing ground surface or refusal while on site with the drill rig.

**The work defined in this EWO is an additional service not included in the base Agreement for the Project. All work will be provided in accordance with the terms and conditions of the original Agreement and separately invoiced with the job number listed above.**

**additional fees for this work**

☐ Hourly ☐ Hourly w/ est. max ☒ Lump Sum

**Engineering:**

| | |
|---|---|
| 1 Additional Structural Boring | $ 500.00 |
| Subtotal: | $ 500.00 |
| **TOTAL**: | $ 500.00 |

**Reimbursable expenses, are not included in this estimate.**

**prepared by (S&A):** _____ **date:** 7/28/23

Kenneth M. Euge II

**accepted by (Client):** _____ **date:** _____

3331 E. Wood Street, Phoenix, Arizona 85040 **Phone** 602.997-6391 **Fax** 602.943.5508



# SECURITY & LIFE SAFETY

WE MAKE BUILDINGS WORK FOR YOU

CLIMATEC

A CLIMATEC SOLUTION

**Pinal County Jail Expansion**

**Prepared for**

**DLR Group**

**06/28/2024**

**Presented by**

**Michael DeLay**

**Business Development Manager**

# CLIMATEC SOLUTION PROPOSAL

**DLR Group**
Hans Papke
2141 East Camelback Road
Phoenix, AZ 85016

**Project Address:**
971 North Jason Lopez Cir
Florence, AZ 85132

**Quote Reference: 24-4139**

**Scope of Work:**
Provide fire alarm Design Only Services for the Pinal County Jail Reentry Addition. Work to include:

- Site walks, follow up surveys if required
- Provide design drawings for bid utilizing owner provided CAD files
- Attend coordination meetings as needed

# EXCLUSIONS

- Overtime Labor / After Hours Labor / Additional Testing Labor
- BIM/3D CAD
- The provision of any MQAA, smoke control, third party or ancillary system testing
- Payment/Performance Bonds
- Permitting from AHJ
- Shop drawings including wiring and calculations
- Replacement, repair, and installation of any equipment.

# PROPOSAL COST SUMMARY

**Life Safety System Design Cost Breakout**

| | |
|---|---|
| Design Investment | $29,400.00 |

**By signing below, I accept this proposal and agree to the terms and conditions contained herein.**

_____

Customer Name (Printed):

_____

Customer Signature:

_____

Date:

Respectfully,

**Michael DeLay**
Business Development Manager
**C:** 480-353-6338
**E:** mdelay@climatec.com

CLIMATEC
A Bosch Company

# TERMS & CONDITIONS

The sale of Equipment & Services by Climatec to the Customer are subject to the following terms and conditions regardless of other terms and conditions in any purchase order, document, or other communication of Customer. This agreement may only be modified in writing signed by authorized representative of both Climatec and Customer.

1. **SCOPE OF WORK.** This proposal is valid for 60 days from date of proposal. Beyond that time Climatec reserves the right to revise any or all portions of it. This proposal is based upon the use of straight time labor only unless stated otherwise in this proposal. Unless specifically noted in the statement of the scope of the work or services undertaken by Climatec under this agreement, Climatec's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal or disposal of environment Hazards or dangerous substances, to include but not to be limited to asbestos, PCBs, or mold discovered in or on the premises. Proceeding with the scope of work defined in this agreement indicates acceptance of the terms & conditions of the agreement.
2. **INVOICING & PAYMENTS.** Climatec may invoice Customer for all materials delivered to the job site or to an off-site storage facility and for the work performed on-site and off-site. Customer agrees to pay Climatec amounts invoiced upon receipt of invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If Climatec's invoice is not paid within 30 days of its issuance, it is delinquent and Climatec shall add 1% per month interest onto delinquent amounts.
3. **WARRANTY.** Climatec is not the manufacturer of the Equipment, Products or Software. To the extent legally and contractually permitted, Warranty period shall be 12 months from the date of delivery of the Equipment, Products or Software. For Equipment or Products installed by Climatec, if Customer provides written notice to Climatec of any such defects within thirty (30) days after the appearance or discovery of such defect, Climatec shall, at its option, repair or replace the defective equipment and return said equipment to Customer.
   CLIMATEC MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, SUCH AS WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGMENT. CLIMATEC FURTHER DISCLAIMS THAT THESE WARRANTIES DO NOT EXTEND TO ANY EQUIPMENT DUE TO NORMAL WEAR AND TEAR OR TO EQUIPMENT WHICH HAS BEEN REPAIRED BY OTHERS, ABUSED, NEGLECTED, ALTERED, IMPROPERLY USED, DAMAGED (WHETHER CAUSED BY ACCIDENT OR OTHERWISE), MODIFIED, USED FOR PURPOSES OTHER THAN MANUFACTURER'S INTENTION, OR WHICH HAS NOT BEEN PROPERLY AND REASONABLY MAINTAINED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD.
4. **INDEMNIFICATION.** Customer shall indemnify, defend and hold Climatec harmless from any claims based on (i) Climatec compliance with Customer's designs, specifications, instructions, (ii) modification of any Product by anyone other than Climatec (iii) negligent act or omission by Customer, (iv)breach of this agreement. UNDER NO CIRCUMSTANCES SHALL CLIMATEC, ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY; DAMAGES CLAIMS BY ANY THIRD PARTY, WHETHER OR NOT THE CLAIMS ARE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE; LOSS OF, DAMAGE TO, DATA; SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INDIRECT DAMAGES, OR ANY ECONOMIC CONSEQUENITAL DAMAGES; OR LOST PROFITS, BUSINESS REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.
5. **LIMITATION OF LIABILITY.** Climatec's entire liability to Customer in the aggregate is limited to Customer's direct damages up to an amount not to exceed $100,000.
6. **TAXES.** The price of this proposal does not include duties, sale, use, excise or other similar taxes unless required by federal, state or local law or unless stated otherwise in this proposal. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by Climatec or, alternatively, shall provide Climatec with acceptable tax exemption certificates.
7. **FORCE MAJEURE/DELAYS.** Climatec shall not be liable for any delay or failure to fulfill its obligations under this agreement due to causes beyond its reasonable control resulting from or attributed to acts of circumstances beyond Climatec's control, including but not limited to epidemics, pandemics, acts of God, man-made or natural disasters, medical crisis, criminal acts, transportation delays, Government required shut-downs, labor disputes, conditions of the premise, acts or omissions of the Customer, Owner or other Contractors or delays caused by an inability to obtain labor (direct or subcontracted) or materials, products, equipment or software. If any product required to complete work becomes temporarily or permanently unavailable, Climatec shall (a) be excused from furnishing said materials or equipment, or (b) be reimbursed for the difference between the cost of the materials or equipment unavailable and the cost of an agreeable substitute therefore.
8. **GENERAL:**
    1. Climatec and Customer shall comply with all applicable federal, state, and local laws and regulations. Permits required for the execution of the work shall be obtained and paid for by the Customer unless stated otherwise in this proposal.
    2. All disputes involving more than $15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
    3. Insurance coverage in excess of Climatec's standard limits will be furnished when requested and required and at Climatec's discretion the costs of this additional insurance may be passed on to the Customer. No credit will be given or premium paid by Climatec for insurance afforded by others.
    4. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.
    5. The unenforceability of or invalidity of any of these terms or conditions will not affect the remainder of the terms & conditions.
    6. This Agreement shall be governed in accordance with the laws of the State of Arizona.
    7. Climatec and Customer agree that electronic signatures may be used and will be legally valid, effective and enforceable.

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: 204226ROQ**
**Amendment #3**
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

## On-Call Architectural Services

Contractor Name: **DLR Group**

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

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

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

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

X _____ X February 7, 2024

Mike Goodman, Chairman — Date

Pinal County Board of Supervisors

PINAL COUNTY
WIDE OPEN OPPORTUNITY

# Purchase Order

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

| PO Number |
|---|
| **252653** |
| This number must appear on all documents pertaining to this order. |

**PO Date: 8/2/2024**
**Page: 1 of 1**

| Mail Invoice to: | Ship to: | Supplier: |
|---|---|---|
| Pinal County Finance Department<br>P.O. Box 1348<br><br>Florence, AZ 85132<br>**Or**<br>**email invoice to:**<br>FinanceInvoices@pinal.gov | MEDICAL EXAMINER<br>920 N BOWLING RD<br><br>FLORENCE AZ 85132 | BODE TECHNOLOGY<br>10430 FURNACE ROAD, SUITE 107<br>LORTON VA 22079<br><br>Phone: -<br>Fax: -<br><br>**Confirming to:** |

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

**Requested Delivery Date: 8/2/2024**
**Payment Terms: Net 30**
**Shipping Terms: FOB Destination**

The terms and conditions of the following contract apply to this Purchase Order:
**Contract Entity** State of Arizona
**Contract Number** CTR059550
**Contract Expiry** 3/29/2025

**Reference:**
Vendor Contact: billing@bodetech.com

DEPARTMENT CONTACT: SEAN HARPER sean.harper@pinal.gov ANDRE DAVIS andre.davis@pinal.gov

| Line | Quantity | UOM | Item Number | Item Description | Unit Cost | Extended Cost |
|---|---|---|---|---|---|---|
| 1 | | LS | | BPO 24/25 MUHR PROGRAM<br>MISSING & UNIDENTIFIED REMAINS<br>. | $0.00 | $112,000.00 |

**Total Order : $112,000.00**

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

KATIE HOBBS
Governor

JEFFREY GLOVER
Director

# ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

*"Courteous Vigilance"*

**CONTRACT NO:** **CTR059550**

**TITLE:** **DNA FORENSIC ANALYSIS SERVICES FOR EVIDENTIARY ITEMS**

**CONTRACTOR:** **Bode Cellmark Forensics**

---

In accordance with the Special Terms and Conditions, Section 3.2 Contract Extensions and 5.1 Contract Amendments, this contract is amended as follows:

- the above reference contract is hereby extended through 3/29/2025.
- the following line items are updated with the pricing below:

| **Line Items:** | | **Updated Price:** |
|---|---|---|
| All-inclusive price for analysis of a sexual assault evidence collection kit (SAK) as described in Scope of Work, Pricing Paragraph 6.1 **(minimum 50 kits)** | | $1698.30 |
| All-inclusive price for analysis of a sexual assault evidence collection kit (SAK) as described in Scope of Work, Pricing Paragraph 6.1 **(single submission to less than 50)** | | $2769.30 |
| All-inclusive price for the analysis of evidence items which require serology. | | $494.70 |
| All-inclusive price for the analysis of evidence items which require STR - SAK . | | $1830.90 |
| All-inclusive price for the analysis of evidence items which require mtDNA | | $3615.90 |
| All-inclusive price for the analysis of evidence items which require microscopy. | | $494.70 |
| All-inclusive price for the analysis of evidence items which require sperm microscopy. | | $494.70 |
| All-inclusive price for the analysis of other evidentiary and known sample types. | | $1830.90 |
| All-inclusive price for the analysis of evidence items which require STR profile comparison of previously generated STR DNA profiles. | | $759.90 |
| All-inclusive price for interviews and expert testimony associated with the analysis performed by the Contractor. All-inclusive price shall include all travel related costs. | | $3570 |
| P08C10 AZDNA Buccal Collection Kit **(minimum 50 kits)** | | $6.83 |
| CMP-063-00 & CMP-064-00 Cassette Cards and Envelope, case consists of 100 (**minimum order of 5,000)** | | $1.28 |
| P01D34 - Adhesive Seals, roll of 1000. Minimum order is 1 roll. | | $0.11 |
| All-inclusive price for the analysis of evidence items which require STR testing from an MVAC Sample | | $1830.90 |
| All inclusive price for the analysis of a reference sample and a comparison to a previously generated profile (Confirmation Sample) | | $1086.30 |
| Bode X-traction: Screening for DNA from rootless hairs or spent shell casings | | $1086.30 |
| Bode X-traction: DNA Analysis of rootless hairs or spent shell casings. Bode X-traction screening fee is waived for samples processing to DNA analysis. | | $2034.90 |
| All-inclusive price for the analysis of reference items which require mtDNA | | $1989 |
| DNA Extraction & Sample Quality Verification | This service includes all evidence handling, sampling, DNA extraction, quantification, and DNA quality verification at Bode under ISO17025 accreditation. | $1428 per sample, $999.60 per extract |
| SNP DNA Testing *Single Source Profiles* | Using microarray (MA). This service includes screening at Bode and SNP testing to generate a profile that is searchable in public DNA databases. This includes an automatic upload in the Family Tree DNA and GEDmatch PRO databases and a Forensic Genealogy Screening Report. | $2448.00 |
| Genome Sequencing DNA Testing *Single Source Profiles* | Using Genome Sequencing (GS). This service includes screening at Bode and genome sequencing to generate a profile that is searchable in public DNA databases of non-skeletal remains samples that are not highly degraded samples. This includes an automatic upload into the Family Tree DNA and GEDmatch PRO databases and a Forensic Genealogy Screening Report. | $5000 |
| Genome Sequencing DNA Testing *Highly Degraded Single Source Samples and Skeletal Remains* | SNP Testing on highly degraded DNA samples using Genome Sequencing (GS) The service includes screening at Bode and genome sequencing to generate a profile that is searchable in public DNA databases of highly degraded samples and skeletal remains. This includes an automatic upload into the Family Tree DNA and GEDmatch PRO databases and a Forensic Genealogy Screening Report. | $5500 |

| Line Items: | | Updated Price: |
|---|---|---|
| DNA Testing *Mixtures* | SNP Testing on mixed DNA samples. The expected contributor's known DNA sample must also be submitted. The service includes high density SNP testing of both the mixed DNA evidence sample and the expected contributor's known DNA sample and deconvolution of the foreign profile to generate a profile that is searchable in public DNA databases. This includes an automatic upload into the Family Tree DNA and GEDmatch PRO databases and a Forensic Genealogy Screening Report. Cases are evaluated on a case-by-case basis to determine suitability for accepting. | $3927 per case using MA $8058 per case using GS |
| Forensic Genealogy Investigation | Genealogy investigation performed by a genealogist | $4029 hours per case unit (~10-15) |
| YSTR Surname Search – Phase I | Phase I: Haplotype/Ethnicity Report | $816 using existing profile (from YSTR or Genome Sequencing) $969 using new Y-111 profile from extract |
| YSTR Surname Search – Phase II | Phase II: Surname Database Search | $1473.90 per sample |
| Planned Testing | SNP testing of additional references and comparison to the unknown profile. This includes an automatic upload into the Family Tree DNA and GEDmatch PRO database and a Supplemental Forensic Genealogy Investigation Report. | $861.90 per sample - buccal $2091 per sample - other |
| Confirmation testing | STR testing of new sample from investigative lead and 1:1 comparison report to evidence in Bode's ISO 17025 accredited lab. | $1310.70 per sample (buccal or alternative standard) |
| P23C10-AZ Arizona Rapid DNA Collection Kit (Case of 50) | Custom barcoded Bode Buccal DNA Collector, Custom Outer Envelope (Red Printing) Custom Return Mailing Envelope (Red Printing) | $7.80/ kit |

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED ACKNOWLEDGEMENT AND AUTHORIZATION.

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate, as applicable. Available online at app.az.gov

PINAL COUNTY
WIDE OPEN OPPORTUNITY

# Purchase Order

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

| PO Number |
|---|
| 253675 |
| This number must appear on all documents pertaining to this order. |

**PO Date: 2/6/2025**


| Mail Invoice to: | Ship to: | Supplier: |
|---|---|---|
| Pinal County Finance Department<br>P.O. Box 1348<br>Florence, AZ 85132<br>**Or**<br>**email invoice to:**<br>FinanceInvoices@pinal.gov | FLEET SERVICES<br>900 S. PINAL PARKWAY<br>FLORENCE AZ 85132 | SAN TAN FORD<br>1429 E MOTORPLEX LOOP<br>GILBERT AZ 85297<br><br>Phone: -<br>Fax: -<br><br>**Confirming to:** |

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

**Requested Delivery Date: 2/6/2025**
**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** CTR059323
**Contract Expiry** 3/16/2025

**Reference:** QuoteQB301 Pinal County SEARCH AND RESCUE 2024 F150 CARBONIZED GRAY POLICE RESPONDER

Vendor contact: Jared Smith 623-302-1154 jaredsmith@santanford.com

Department Contact Brandon Hoffmaster brandon.hoffmaster@pinal.gov Chansler Ward chansler.ward@pinal.gov

| Line | Quantity | UOM | Item Number | Item Description | Unit Cost | Extended Cost |
|---|---|---|---|---|---|---|
| 1 | 1.00 | EA | | 2024 F-150 Police Responder Carbonized Gray Metallic | $51,415.45 | $51,415.45 |
| 2 | 1.00 | EA | | Black Platform Running Boards | $255.00 | $255.00 |
| 3 | 1.00 | EA | | Power Passenger Seat 8-Way | $300.00 | $300.00 |
| 4 | 1.00 | EA | | 18" Alum Wheels | $485.00 | $485.00 |
| 5 | 1.00 | EA | | Privacy Glass w/ Rear Defroste | $100.00 | $100.00 |
| 6 | 1.00 | EA | | Window Tint | $399.00 | $399.00 |
| 7 | 1.00 | EA | | Roush - Fox Level Kit | $2,465.00 | $2,465.00 |
| 8 | 1.00 | EA | | Method 18" Toyo AT3 | $4,203.59 | $4,203.59 |
| 9 | 1.00 | EA | | Add Trailer Brake Control | $500.00 | $500.00 |
| 10 | 1.00 | EA | | LABOR | $9,357.50 | $9,357.50 |
| 11 | 1.00 | EA | | SALES TAX | $6,947.33 | $6,947.33 |
| 12 | 1.00 | EA | | TIRE TAX | $5.00 | $5.00 |
| 13 | 1.00 | EA | | UPFIT MHQ # 119705 | $23,579.71 | $23,579.71 |

| Total Order : | $100,012.58 |
|---|---|

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

## *San Tan Ford*

**Quote To:**

***Pinal County***
***Attn: Chance Ward***

QB301
1/23/2025
**REVISED**

***PHASE II - IN STOCK UNIT***

**Jared Smith**
1429 E. Motorplex Loop
Gilber, AZ 85297
**Phone: 480-821-3200 Ext 4099**
**Cell: 623-302-1154**

**CTR059323**
**SEARCH & RESCUE**



| Line Item: | | Description | Price |
|---|---|---|---|
| 1 | W1P | 2024 F-150 Police Responder | $51,415.45 |
| 2 | M7 | Carbonized Gray Metallic | |
| 3 | PB | Black 40/Blank/40 Seat | |
| 4 | 150A | Police Responder PKG - XL Series | |
| 5 | 998 | 3.5L V6 EcoBoost | |
| 6 | 44G | Elec 10-Speed Auto Transmission | |
| 7 | | LT265/70R18C BSW All-Terrain | |
| 8 | | 3.31 Electronic Lock RR Axle | |
| 9 | | 7075# GVWR PKG | |
| 10 | 18B | Black Platform Running Boards | $255.00 |
| 11 | 425 | 50 State Emissions | |
| 12 | 61P | Power Passenger Seat 8-Way | $300.00 |
| 13 | 64H | 18" Alum Wheels | $485.00 |
| 14 | 67P | Remote Keyless-Entry Key FOB | |
| 15 | 924 | Privacy Glass w/ Rear Defroster | $100.00 |
| 16 | Tint | Window Tint | $399.00 |
| 17 | Up Fitting | Roush - Fox Level Kit | $2,465.00 |
| 18 | | Method 18" Toyo AT3 | $4,203.59 |
| 19 | | Add Trailer Brake Control | $500.00 |
| 20 | | **AS PER YOUR SPEC - MHQ#119705** | $23,579.71 |

| | | | |
|---|---|---|---|
| **Taxable Total:** | | | $83,702.75 |
| **Sales Tax:** | | | $6,947.33 |
| **Fees:** | | **LABOR** | $9,357.50 |
| **Warranty:** | Optional | | |
| | | | |
| **Warranty:** | Optional | | |
| | | | |
| **Tire Tax:** | | | $5.00 |
| **Grand Total:** | | Per Unit | $100,012.58 |

***Qty Requested:_____1_____***

Thank you for this opportunity to gain your business!
To place order, review for accuracy and fax back with signature and P.O. number ( if applicable).

**Signature:_____** **Date:_____**
**Printed Name:_____** **P.O.#:_____**

Procurement

**ARIZONA DEPARTMENT OF TRANSPORTATION**
**1655 W. Jackson Street, MD 100P**
**Phoenix, AZ 85007**

# Contract Amendment Summary

| | |
|---|---|
| **CONTRACTOR: San Tan Auto Partners** | **AMENDMENT NO.: Two (2)** |
| **DESCRIPTION: CTR059323 - New Vehicles Purchases** | |

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

1. Amendment Two (2) to mutually extend this contract from March 17, 2024 through March 16, 2025 unless terminated, canceled or extended as otherwise provided in the contract.

2. The executed SPO205 Forced Labor of Ethnic Uyghurs Ban form is hereby included with this amendment.

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

ADOT
Procurement

# FORCED LABOR OF ETHNIC UYGHURS BAN

## Forced Labor of Ethnic Uyghurs Ban

**Please note that if any of the following apply to the Contractor, then the Offeror shall select the "Exempt Contractor" option below:**

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

**Pursuant to A.R.S. § 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.**

Under A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

**In compliance with A.R.S. §§ 35-394 et seq., all offerors must select one of the following:**

| | |
|---|---|
| ☒ | The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following:<br>• Forced labor of ethnic Uyghurs in the People's Republic of China;<br>• Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or<br>• 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. |
| ☐ | The Company submitting this Offer **does** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394. |
| ☐ | **Exempt Contractor.**<br>Indicate which of the following statements applies to this Contractor (may be more than one):<br>☐ Contractor is a sole proprietorship;<br>☐ Contractor has fewer than ten (10) employees; and/or<br>☐ Contractor is a non-profit organization. |

San Tan Ford
Company Name

1429 E Motorplex Loop
Address

Gilbert AZ 85142
City State Zip

Signature of Person Authorized to Sign

Joe Sanchez
Printed Name

Government Fleet Director
Title

October 30, 2023
Date

PINAL COUNTY
WIDE OPEN OPPORTUNITY

# Purchase Order

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

| PO Number |
|---|
| **253701** |
| This number must appear on all documents pertaining to this order. |

**PO Date: 2/12/2025**


| Mail Invoice to: | Ship to: | Supplier: |
|---|---|---|
| Pinal County Finance Department<br><br>P.O. Box 1348<br>Florence, AZ 85132<br>**Or**<br>**email invoice to:**<br>FinanceInvoices@pinal.gov | ASSESSORS OFFICE<br><br>31 N PINAL ST BLDG E<br>FLORENCE AZ 85132 | PICTOMETRY INTERNATIONAL, CORP<br>25 METHODIST HILL DRIVE<br>ROCHESTER NY 14623<br><br>Phone: 602 - 206-4711<br>Fax: -<br><br>**Confirming to:** |

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

**Requested Delivery Date: 2/12/2025**
**Payment Terms: Net 30**
**Shipping Terms: FOB Destination**

The terms and conditions of the following contract apply to this Purchase Order:
**Contract Entity** Maricopa County
**Contract Number** 220229-RFP
**Contract Expiry** 8/31/2025

**Reference:** Invoice # US445338

Vendor Contact: accountsreceivable@eagleview.com

Department Contact: Annette Ortiz 520-866-6388 annette.ortiz@pinal.gov | Rosario Andrade 520-866-6375 rosario.andrade@pinal.gov

| Line | Quantity | UOM | Item Number | Item Description | Unit Cost | Extended Cost |
|---|---|---|---|---|---|---|
| 1 | | LS | | New processing MrSID GSD Imagery | $0.00 | $441.00 |
| 2 | | LS | | Imagery | $0.00 | $154,370.81 |
| 3 | | LS | | New processing MrSID imagery | $0.00 | $902.00 |
| 4 | | LS | | Pictometry Connect imageservice | $0.00 | $5,000.00 |
| 5 | | LS | | tax | $0.00 | $13,982.11 |

**Total Order : $174,695.92**

NOTE :
Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6397.
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the Purchasing Website unless otherwise directed on this PO

eagleview™

# INVOICE

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623
Phone: (585)-486-0093
accountsreceivable@eagleview.com

| Date | INVOICE # |
|---|---|
| 11/20/2024 | US445338 |

| Bill To |
|---|
| 42747 Pinal County, AZ<br>Douglas Wolf, Assessor<br>PO Box 709<br>Florence AZ 85132-3013<br>United States |

| Ship To |
|---|
| 42747 Pinal County, AZ<br>Douglas Wolf, Assessor<br>31 N Pinal St # E<br>Florence AZ 85132<br>United States |

| Customer ID | PO Number | Payment Term | Order # | Salesperson | Ship Date |
|---|---|---|---|---|---|
| A120133 | 2023 Flight Year 2 | Net 30 | 09045315 | Brian Garcia | 11/20/2024 |

| Qty | Item Description | Initial Amount | Discount | Ext. Price |
|---|---|---|---|---|
| 441 | Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. - | | | $441.00 |
| 355.439 | Product includes 3-inch GSD color balanced oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. - | | | $154,370.81 |
| 451 | Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. - | | | $902.00 |
| 1 | CONNECT Gov 100 Package provides Customer with access to and use of Pictometry Connect - CA - 100, Pictometry Connect View - CA, and CONNECT ImageService CA as described elsewhere in this Agreement. - | | | $5,000.00 |

eagleview™

# INVOICE

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623
Phone: (585)-486-0093
accountsreceivable@eagleview.com

| Date | INVOICE # |
|---|---|
| 11/20/2024 | US445338 |

**Remittance Options**
***(All remittances must include invoice number)***

**ACH or Wire Transfer:**
General Bank Reference Address: JPMorgan Chase New York, NY 10017

Account Name: Pictometry International Corp.

ACH Routing #: 021000021 ACH Account #: 211973687
Wire Routing #: 021000021 Wire Account #: 211973687
SWIFT CODE: CHASUS33

**Checks:**
Please make checks payable to Pictometry International, Inc. and remit to:
For delivery via regular US postal service:
Lockbox Name: Pictometry International, Corp.
Lockbox Address: P.O. Box 735288, Dallas, TX 75373-5288

For delivery via overnight courier service:
Lockbox Name: Attn: Pictometry International, Corp. - 735288
Lockbox Address: JPMorgan Chase Bank, NA, 14800 Frye Road 2nd Floor, Ft. Worth, TX 76155

| | |
|---|---|
| **Subtotal** | $160,713.81 |
| **Tax** | $13,982.11 |
| **Total** | $174,695.92 |
| **Deposits/Credits** | $0.00 |
| **Total Due (USD)** | $174,695.92 |

**SERIAL 220229-RFP AERIAL IMAGERY SERVICES**
**Contract - Pictometry Inc., dba EagleView**

**DATE OF LAST REVISION: December 28, 2023** **CONTRACT END DATE: August 31, 2025**

**CONTRACT PERIOD THROUGH AUGUST 31, 2025**

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **AERIAL IMAGERY SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 28, 2023 (Eff. 01/01/2024).**

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

Kevin Tyne

Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

BW/mm
Attach

Copy to: Office of Procurement Services
Kevin LaVallee, OET

(Please remove Serial 220120-CI from your contract notebooks)

# CONTRACT AERIAL IMAGERY SERVICES 220229-RFP

This contract ("Contract") is entered into this 28th day of December, 2023 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Pictometry Inc., dba EagleView, a New York corporation ("Contractor" or "Vendor") for the purchase of oblique and related imagery services.

1.0 CONTRACT TERM

This Contract is for a term of one year and eight months, beginning on the 1st day of January, 2024 and ending the 31st day of August, 2025.

2.0 OPTION TO RENEW

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of seven (7) additional year(s), (or at the County's sole discretion, extend the Contract on a month-to-month basis for a maximum of six months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

3.0 CONTRACT COMPLETION

In preparation for contract completion, the Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the Contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.0 PRICE ADJUSTMENTS

Any requests for reasonable price adjustments must be submitted 60 calendar days prior to contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the Contract. The new change shall not be in effect until the date stipulated on the updated version of the Contract.

5.0 PAYMENTS

5.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in a valid Purchase Order at the prices set forth in Exhibit A-1 – Pricing.

5.2 Payment shall be made within thirty (30) days of the County's receipt of a completed invoice subject to Section 5.3.

5.3 INVOICES

5.3.1 The Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract item number(s)
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Total amount due

5.3.2 Labor, services, and maintenance must be billed as a separate line item.

5.3.3 Problems regarding billing or invoicing shall be directed to the department as listed on the Purchase Order.

5.3.4 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an electronic funds transfer (EFT) process. After contract award, the Contractor shall complete the Vendor Registration Form accessible from the County Department of Finance Vendor Registration Web Site https://www.maricopa.gov/5169/Vendor-Information.

5.3.5 Discounts offered in the Contract shall be calculated based on the date a properly completed invoice is received by the County.

5.3.6 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

5.4 PAYMENT RETENTION

5.4.1 Fifty percent (50%) of monies paid for the Products and/or Services (as defined in the attached Exhibit C, EagleView Cloud Terms and Conditions of Use) earned by Contractor related to a Purchase Order shall be retained by County until an initial delivery, including in electronic form, of the Products and/or Services is made by Contractor. Upon said initial delivery, County shall release to Contractor fifty percent (50%) of the monies owed for the Products and/or Services. County shall then release twenty-five percent (25%) of the remaining monies owed to Contractor for Products and/or Services upon Final Completion. The remaining twenty-five percent (25%) of the monies due to Contractor shall be paid within three (3) months of Final Completion. All monies owed to Contractor by County for the Products and/or Services shall be paid in full within three (3) months of Final Completion.

5.4.2 The County may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this Contract by County through no fault of Contractor, Contractor shall be entitled to the refund of any funds in the retention account.

5.4.3 After fifty percent (50%) of the Products have been delivered, the County may reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be in the discretion of the County. Any interest earned on retainage shall accrue solely to the benefit of County.

5.4.4 The payment retention set forth in this Section 5.4 does not apply to payment for online services or web visualization services. Monies for said products are earned upon activation of said products. Payment for said products is due within thirty (30) days of the County's receipt of a properly submitted invoice.

5.5 APPLICABLE TAXES

5.5.1 The pricing in Exhibit A-1 does not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s.) The legal liability to remit the tax is on the entity conducting business in Arizona. The County is responsible for paying all taxes associated with its purchases hereunder. If Contractor has the legal obligation to collect taxes from the County, the County will pay that amount to Contractor unless the County provides Contractor with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. Tax is not a determining factor in contract award.

5.5.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at https://www.azdor.gov/Business.aspx.

5.5.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold Maricopa 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 workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

6.0 AVAILABILITY OF FUNDS

6.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds. The parties agree that the County's issuance of a Purchase Order constitutes the County's acknowledgment that the funds to pay for the Products set forth in a Purchase Order have been appropriated and are available for disbursement to Contractor.

6.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 60 days in advance.

7.0 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If contractor does not want to grant such access to a member of SAVE, state so in contractor's bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

8.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this Contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the Contractor to meet their own requirements. The County is not a party to any uses of this Contract by other governmental entities.

9.0 DUTIES

9.1 The Contractor shall perform all duties stated in Exhibit B – Scope of Work, or as otherwise agreed to in writing by both parties.

9.2 During the contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

10.0 TERMS AND CONDITIONS

10.1 INDEMNIFICATION

10.1.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

10.1.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent

acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

10.1.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.

10.1.4 The scope of this indemnification does not extend to the sole negligence of County.

10.2 INSURANCE

10.2.1 Contractor, at Contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. 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 County. The form of any insurance policies and forms must be acceptable to County.

10.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

10.2.3 In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.

10.2.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

10.2.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

10.2.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

10.2.7 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.

10.2.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

10.2.9 If available, the insurance policies required by this Contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

10.2.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

10.2.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 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 or use or maintenance of the premises under this Contract.

10.2.9.3 Workers' Compensation

10.2.9.3.1 Workers' compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

10.2.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and Employer's Liability, or Commercial Umbrella Liability insurance obtained by Contractor, its subcontractors, and its sub-subcontractors pursuant to this Contract.

10.2.9.4 Errors and Omissions/Professional Liability Insurance

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than $2,000,000 for each claim, and $4,000,000 aggregate claims.

10.2.10 Certificates of Insurance

10.2.10.1 Prior to contract award**,** Contractor shall furnish the County with valid and complete Certificates of Insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and title.

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

10.2.10.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County once the policy renews.

10.2.11 Cancellation and Expiration Notice

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 30 days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 160 S. 4th Avenue, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

10.3 FORCE MAJEURE

10.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.

10.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

10.3.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

10.4 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid Purchase Order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

10.5 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this Contract.

10.6 INTERNET ORDERING CAPABILITY

It is the intent of Maricopa County to use the Internet to communicate and to place orders under this Contract.

10.7 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

10.8 PURCHASE ORDERS

10.8.1 From time to time the County may issue a purchase order ("Purchase Order") to purchase access to and use of Products pursuant to the terms and conditions of this Contract. Any such Purchase Order shall: (i) identify this Contract and the terms and conditions of this Contract as controlling; (ii) identify the specific Products in Exhibit A-1 that County is purchasing access to and use of; and (iii) state payments to be made to Contractor pursuant to the pricing set forth in Exhibit A-1 and any other applicable economic terms.

10.8.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of a Purchase Order.

10.9 BACKGROUND CHECK

Respondents may be required to pass multiple background checks (e.g. Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees, and the failure to pass these checks shall deem the respondent non-responsible.

10.10 SUSPENSION OF WORK

10.10.1 The procurement officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

10.10.2 If the County suspends a flight with written notice to Contractor at least ten (10) days prior to the commencement of a flight, the County shall compensate Contractor for any products in County's possession for which Contractor has not been fully compensated and the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to suspension of work. Costs shall include but are not limited to the following: contracting, flight planning, computer time, processing, labor, etc. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of the suspension, or for lost profits, shipment of product subsequent to the issuance of the suspension, etc.; provided however should any suspension, delay or interruption be ordered by the County with less than ten (10) days' written notice prior to the commencement of a flight, the County shall pay Contractor the full contracted amount of the applicable flight.

10.11 STOP WORK ORDER

10.11.1 The procurement officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of 90 calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

10.11.1.1 cancel the stop work order; or

10.11.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this Contract.

10.11.1.3 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the Contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

10.11.1.4 If the County issues a Stop Work Order that affects a previously scheduled flight, the County shall compensate Contractor for any Products in County's possession for which Contractor has not been fully compensated and the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Stop Work Order. Costs shall include but are not limited to the following: contracting, flight planning, computer time, processing, labor, etc. The County will not reimburse the Contractor for any costs incurred after receipt of a Stop Work Order, or for lost profits, shipment of product subsequent to issuance of the suspension, etc.; provided however should any Stop Work Order be given by the County to the Contractor with less than ten (10) days' written notice to the Contractor prior the commencement of a flight, the County shall pay Contractor the full contracted for amount of the applicable flight.

10.12 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the Contract for convenience by providing 60 calendar days advance written notice to the Contractor. A termination of this Contract would also include the termination of any outstanding Purchase Order(s).

Should the County terminate this Contract, the County shall compensate Contractor for any products in County's possession for which Contractor has not been fully compensated and the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to any outstanding Purchase Order(s). Costs shall include but are not limited to the following: contracting, flight planning, computer time, processing, labor, etc. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance the outstanding Purchase Order(s), etc. Should any Purchase Order be terminated by the County with less than said 10 days' writte n notice, the County shall pay Contractor the full contracted for amount of the applicable flight.

10.13 TERMINATION FOR DEFAULT

10.13.1 The County may, by written notice ("Notice of Default") to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

10.13.1.1 deliver the supplies or to perform the services within the time specified in this Contract or any extension;

10.13.1.2 make progress, so as to endanger performance of this Contract; or

10.13.1.3 perform any of the other provisions of this Contract.

10.13.2 The County's right to terminate this Contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice of Cure from the procurement officer specifying the failure.

10.13.3 The Contractor may terminate this Contract or suspend the Products and/or Services in the event the County is in material breach of this Contract and such breach has not been cured within thirty (30) days' of the Notice of Default (which shall specify the failure) to the County. In the case of termination, the parties agree to discuss the dispute and negotiate a resolution during the thirty (30) day notice period. If the parties are unable to agree on a resolution and the County has failed to cure the breach, the Contractor may exercise its right to terminate the Contract at the end of the thirty (30) day period. The below shall be considered cause for suspension of the Products and/or Services or termination of the Contract:

10.13.3.1 failure to pay the Fees (as defined in Exhibit C) in full as specified in this Contract;

10.13.3.2 breach of confidentiality pursuant to Section 5 of Exhibit C;

10.13.3.3 breach of access and use restrictions pursuant to Section 2 of Exhibit C; or

10.13.3.4 failure to perform any other provisions of the Contract.

10.13.4 Effect of Termination on Fees: Contractor Breach. In the event this Agreement is terminated by the County for a material breach by the Contractor, (a) where the Contractor has fully delivered imagery to the County, no refund of Fees shall be made, or (b) where the County is accessing on-line imagery and data access

and/or an application, the Contractor will refund any unused prorated, prepaid Fees for the Product(s) and/or Service(s).

10.14 PERFORMANCE

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform, and any price differential will be charged against the Contractor. For the avoidance of doubt, a price differential will only be charged against the Contractor if the services sought on the open market are substantially similar in scale and scope to those which Contractor was providing under this Contract.

10.15 CONTRACTOR EMPLOYEE MANAGEMENT

10.15.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this Contract.

10.15.2 If Contractor personnel's employment status changes, Contractor shall provide County a list of proposed replacements with equivalent or greater experience.

10.15.3 Under no circumstances shall the implementation schedule to be impacted by a personnel change on the part of the Contractor.

10.15.4 Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County.

10.15.5 County reserves the right to immediately remove from its premises any Contractor personnel it determines to be a risk to County operations.

10.15.6 County reserves the right to request the replacement of any Contractor personnel at any time, for any reason.

10.16 WARRANTY OF SERVICES

10.16.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications, and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

10.16.2 The County shall notify Contractor within six (6) months from the date of capture if any Product provided is unusable or corrupted. If necessary, in the sole discretion of the County, Contractor shall replace the unusable or corrupted Product with useable copies. This shall include replacing unacceptable images with new images if the images are determined to be unsalvageable.

10.17 INSPECTION OF SERVICES

10.17.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract for up to three (3) months after Final Completion ("Inspection Period"). Unless otherwise notified in writing during the Inspection Period of specific defects in the Products, the notified in writing during the Inspection Period of specific defects in the Products, the Products shall be deemed automatically accepted by the County upon expiration of the Products shall be deemed automatically accepted by the County upon expiration of the Inspection Period. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

10.17.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract in accordance with Section 10.17.1. County shall perform inspections and tests in a manner that will not unduly delay the work.

10.17.3 If any of the services do not conform to contract requirements, County may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

10.17.3.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

10.17.3.2 reduce the contract price to reflect the reduced value of the services performed.

10.17.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, County may:

10.17.4.1 by contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

10.17.4.2 terminate the Contract for default.

10.18 USAGE REPORT

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

10.19 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to A.R.S. § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

10.20 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the Contract.

10.21 SUBCONTRACTING

10.21.1 The Contractor may not assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

10.21.2 The subcontractor's rate for the job shall not exceed that of the prime Contractor's rate, as bid in the pricing section, unless the prime Contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime Contractor's invoice.

10.22 AMENDMENTS

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

10.23 ADDITIONS/DELETIONS OF REQUIREMENTS

The County reserves the right to add and/or delete materials and services to a 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 or services are required from a contract, prices for such additions will be negotiated between the Contractor and the County.

10.24 RIGHTS IN DATA

10.24.1 The County accepts and agrees to the Contractor's EagleView Cloud Terms and Conditions of Use (attached hereto as Exhibit C) with respect to the County's, its Authorized Users' and Authorized Subdivisions' (as those terms are defined in the Contractor License Terms) use of and access to the Products. Notwithstanding any other provision set forth in this contract or Exhibit C or attachment hereto, the County shall own the copies of the orthogonal imagery and LiDAR products delivered to the County pursuant to the Contract (the "Transferred Deliverables"). As such, the County is free to use, reproduce and redistribute copies of the Transferred Deliverables in any manner without any accounting to Contractor. Contractor shall own those copies of the Transferred Deliverables that remain in Contractor's possession. As such, Contractor is free to use, reproduce and redistribute copies of the Transferred Deliverables in any manner without any accounting to the County.

10.24.2 All inventions, discoveries, improvements, technology, designs, works of authorship, patents, copyrights, technical information, data, databases, software, business information and other information used to create the Transferred Deliverables remain the sole and exclusive property of the Contractor.

10.24.3 All other Products not specifically mentioned in this section 10.24 that are provided pursuant to this Contract and a Purchase Order remain the exclusive property of Contractor.

10.24.4 In the event of any conflict between this section and Section 10.46 or the terms of any other Exhibit or attachment hereto, the terms of Section 10.24 shall prevail.

10.25 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

10.25.1 In accordance with Section MC1-372 of the Maricopa County Procurement Code, the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal or State auditors and any other

persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

10.25.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

10.26 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

10.27 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

10.28 VALIDITY

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

10.29 SEVERABILITY

The removal, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

10.30 RELATIONSHIPS

10.30.1 In the performance of the services described herein, the Contractor shall act solely as an independent Contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

10.30.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

10.31 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this Contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1.)

10.32 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of $100,000 or more, vendor 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.

10.33 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

10.33.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers, and directors:

10.33.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

10.33.1.2 have not within a three-year period preceding this Contract:

10.33.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; or

10.33.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

10.33.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;

10.33.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

10.33.1.5 have not within a three-year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

10.33.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

10.33.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e., transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this Contract. If this clause is applicable to a subcontractor or sub-subcontractor, the Contractor shall include the information required by this clause with their bid.

10.34 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

10.34.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at www.uscis.gov.

10.34.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this Contract to verify compliance with paragraph 10.34.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the Contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

10.35 Contractor EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

10.35.1 The parties agree that this Contract and employees working on this Contract will be subject to the Contractor employee whistleblower protections established by Title 41 U.S.C. § 4712 and Section 3.908 of the Federal Acquisition Regulation.

10.35.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

10.35.3 Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold ($250,000 as of fiscal year 2018).

10.36 CONTRACTOR LICENSE REQUIREMENT

10.36.1 The Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The Contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.

10.36.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the Contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

10.37 INFLUENCE

10.37.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

10.37.2 An attempt to influence includes, but is not limited to:

A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

10.37.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this Contract.

10.37.4 ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

10.38 CONFIDENTIAL INFORMATION

10.38.1 Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor’s obligation regarding such information.

10.38.2 The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor’s procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

10.38.3 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

10.39 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

10.40 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

10.41 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

10.42 GOVERNING LAW

This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court, Phoenix, Arizona.

10.43 FORCED LABOR

10.43.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

10.43.2 Contractor certifies that it does not currently, and agrees for the duration of the Contract, that it will not use:

10.43.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

10.43.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10.43.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10.43.3 If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance,

then the agreement terminates, except that if the agreement termination date occurs before the end the 180-day period, the agreement terminates on the agreement termination date

10.44 PRICES

Except for the products and services provided by subcontractors to Contractor, Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services for areas similar in geography, topography, population size and density, and climate as the County.

10.45 ORDER OF PRECEDENCE

In the event of a conflict among any of the contract components comprising this Contract, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): the provision of this contract; Exhibit C; and Exhibit A-1.

10.46 INCORPORATION OF DOCUMENTS

10.46.1 The following are to be attached to and made part of this Contract:

10.46.1.1 Exhibit A – Vendor Information

10.46.1.2 Exhibit A-1 – Vendor Pricing

10.46.1.3 Exhibit B – Scope of Work

10.46.1.4 Exhibit C – EagleView Cloud Terms and Conditions of Use

10.47 NOTICES

Notwithstanding anything to the contrary in this Contract, notices and other communications may be given or made pursuant to this Contract via electronic mail. All legal notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
301 W. Jefferson St., Suite 700
Phoenix, Arizona 85003-1647

For Contractor:

Pictometry Inc., dba EagleView
25 Methodist Hill Dr.
Rochester, NY 14623

**IN WITNESS WHEREOF**, this Contract is executed on the date set forth above.

**CONTRACTOR**

Robert Locke
Robert Locke (Dec 22, 2023 16:35 EST)

AUTHORIZED SIGNATURE

Robert Locke

PRINTED NAME AND TITLE

25 Methodist Hill Dr., Rochester, NY 14623

ADDRESS

Dec 22, 2023

DATE

**MARICOPA COUNTY**

Kevin Tyne

CHIEF PROCUREMENT OFFICER

January 4, 2024
DATE

APPROVED AS TO FORM:

Nicholas M Decker

DEPUTY COUNTY ATTORNEY

01/03/2024
DATE

# EXHIBIT A - VENDOR INFORMATION

| | |
|---|---|
| COMPANY NAME: | Pictometry International Corp. |
| DOING BUSINESS AS (dba): | EagleView |
| MAILING ADDRESS: | 25 Methodist Hill Dr., Rochester, NY 14623 |
| REMIT TO ADDRESS: | 25 Methodist Hill Dr., Rochester, NY 14623 |
| TELEPHONE NUMBER: | (585) 486-0093 |
| FAX NUMBER: | (585) 486-0098 |
| WWW ADDRESS: | www.eagleview.com |
| REPRESENTATIVE NAME: | Arjun Cardoza |
| REPRESENTATIVE TELEPHONE NUMBER: | (510) 676-8309 |
| REPRESENTATIVE EMAIL ADDRESS | arjun.cardoza@eagleview.com |

| | YES | NO | REBATE |
|---|---|---|---|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | ☑ | ☐ | |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: | ☑ | ☐ | |

☑ PAYMENT TERMS: NET 30 DAYS

# EXHIBIT A-1 - PRICING

**1.0 PRICING:**

**NOTE: Do not include sales/use tax in your pricing for services. The percentage of sales/use tax applicable to this Contract will be listed on each Purchase Order and will be allowed at time of payment.**

| ITEM NUMBER | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE |
|---|---|---|---|---|
| | | | | |
| **1.0** | **OBLIQUE IMAGERY** | | | |
| | | | | |
| **1.1** | **1" GSD with 5 views (4 Oblique Views & 1 vertical for a total of 5 views)** | **SQ MILE** | **1** | **$400** |
| Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture quarter subject to weather and airspace permissions. Services term commences on date of activation. | | | | |
| | | | | |
| **1.2** | **2" GSD with 5 views (4 Oblique Views & 1 vertical for a total of 5 views)** | **SQ MILE** | **1** | **$300** |
| Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture quarter subject to weather and airspace permissions. Services term commences on date of activation. | | | | |
| | | | | |
| **1.3** | **3" GSD with 5 views (4 Oblique Views & 1 vertical for a total of 5 views)** | **SQ MILE** | **1** | **$200** |
| Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture quarter subject to weather and airspace permissions. Services term commences on date of activation. | | | | |
| | | | | |
| **2.0** | **PROVIDE ANY ADDITIONAL SERVICE(S) PRICING AND VOLUME or** | | | |
| | **QUANTITY DISCOUNT PRICING BELOW.** | | | |
| | | | | |
| | **DESCRIPTION OF SERVICE** | **UNIT** | | **EXTENDED PRICE** |
| **2.1** | **External Data Quality Control** | | | **n/a** |
| **Note: EagleView QA/QC procedure details shared in proposal** | | | | |
| | | | | |
| **2.2** | **1" Tile Ortho and Oblique Physical Delivery** | | | **Included** |
| Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified for the imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. | | | | |
| | | | | |
| **2.3** | **Integrations** | | | **Included** |
| Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application. | | | | |

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| **2.4** | **Training** | | | | | | | | **Included** |
| **2.5** | **Disaster Response Program** | | | | | | | | **Included** |
| Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the below detailed description of the Disaster Response Program. | | | | | | | | | |
| **2.6** | **Gateway Integration** | | | | | | | | **Included** |
| Pictometry Gateway - CA (Custom Access) provides web access to Pictometry-hosted custom imagery libraries via API for machine-to-machine access. Pictometry Gateway - CA retrieves for any location either the most recent imagery available for that location or, at the user's option, an alternative date or GSD for that location. This product requires an active Pictometry Connect - CA account. A Pictometry Connect View - CA account is required for public access to the imagery. The custom imagery libraries available for access conforms to Customer's Pictometry Connect - CA account geofence. | | | | | | | | | |
| **2.7** | **Change Detection** | | | | | **1** | | | **$0.35 per parcel** |
| Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. | | | | | | | | | |
| **2.8** | **Building Outline Creation** | | | | | **1** | | | **$0.36 per parcel** |
| Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. | | | | | | | | | |
| **2.9** | **Frequent 3" Orthogonal Capture** | | | | | **1** | | | **$60 per sq/mile** |
| Provides entitlement to additional frequent ortho imagery refreshes at the frequency specified. | | | | | | | | | |
| **3.0** | **Three-dimensional Mesh** | | | | | **1** | | | **$250 per sq/mile** |
| 3D Textured Mesh is an Imagery-derived realistic and high-resolution photo-textured 3D model in the form of a Triangulated Irregular Network created through automated aerial triangulation process. Final data set may contain some anomalies and is provided as is. | | | | | | | | | |
| **3.1** | **CONNECT Gov 250 Package** | | | | | **1** | | | **$20,000 per year** |
| CONNECT Gov 250 Package provides Customer with access to and use of Pictometry Connect - CA - 250, Pictometry Connect View - CA, and CONNECT ImageService CA as described elsewhere in this Agreement.<br><br>Pictometry Connect - CA - 250 (Custom Access) provides up to 250 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.<br><br>Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based | | | | | | | | | |

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| integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term.<br><br>Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. | | | | | | |
| | | | | | | |
| **3.2** | **EagleView Cloud - Software** | | | **1** | | **Included** |
| Provides authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Available with the purchase of EagleView Cloud - Imagery. | | | | | | |
| | | | | | | |
| 3.3 | EagleView Cloud - Authorized Subdivisions | | | 1 | | Included |
| Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary. | | | | | | |
| | | | | | | |
| 3.4 | EagleView Cloud - Early Access | | | 1 | | Included |
| Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means. | | | | | | |
| | | | | | | |
| 3.5 | EagleView Cloud - Capture History | | | 15 | | Included |
| Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud. | | | | | | |
| Note: Price dependent on project scope | | | | | | |

**Disaster Response Program (“DRP”)**

Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.

- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

# EXHIBIT B - SCOPE OF WORK

## 1.0 INTENT

The County on behalf of its consortium partners has entered into this Contract for aerial imagery services. Under the terms of this Contract offshore production shall not be allowed. The products provided by the contractor will include oblique imagery on an annual basis for the Phoenix metropolitan area and County in its entirety over the course of two years and any renewal terms as agreed by the parties. In addition, other services related to imagery may be required and will not be limited to flying, compilation, editing, analytics, digital orthos, semi-rectification, compression, computer services, surveying, black and white or color scanning, LiDAR, Planimetrics, database development and management. All pricing and optional services pricing is included in Exhibit A-1.

## 2.0 SCOPE OF WORK

2.1 CONTRACTOR REQUIREMENTS

2.1.1 Contractor shall host all imagery

2.1.2 Contractor shall have established hosted web application for displaying imagery

2.1.3 Contractor hosted web application shall have measurement tools

2.1.4 Contractor shall include existing ArcPro and ArcMap plug-ins and widget for ArcGIS web App Builder for geographic information system (GIS) users

2.1.5 Contractor shall provide all historical imagery

2.1.6 Contractor shall provide enterprise licensing

2.2 AREA COVERAGE (OBLIQUE)

2.2.1 The forecasted area for oblique aerial imagery will cover selected blocks with a minimum of 80 to a maximum of 300 square miles in the County. The area shall have a maximum three-inch pixel resolution. The County may request that metro and specific areas to be acquired at one- or two-inch tighter pixel resolution depending on availability. The areas will be determined a month before flight based on direction from the County and partnering jurisdictions.

2.2.2 The imagery will be nominally captured with a position dilution of precision (PDOP) value of less than 8.0 and within 60 kilometers of an operating GPS reference station. Overlap of 60 percent and a side lap of 30 percent. Capture angle for oblique imagery is between 40 to 45 degrees. Flight window is when sun angle is 25 degrees or greater for standard capture specs, and 30 degrees or greater during the most optimal four-hour window.

2.3 PHOTO DATES (OBLIQUE)

2.3.1 All aerial imagery should be taken each year in early June or September but finishing no later than November 30th. The County and contractor will determine set flight dates in July of each year or, in the case of the first year, upon contract award.

2.3.2 All oblique aerial images which do not meet the quality specifications shall be replaced by the contractor, at which time the contractor shall have 30 days to provide to the County. The County has until one year from delivery to verify the quality or accuracy of the aerial imagery.

2.3.3 If weather conditions prohibit oblique aerial imagery acquisition according to the agreed upon schedule, the contractor shall provide a written extension request to the County. Extensions to the scheduled delivery dates are granted at the County's sole discretion.

2.4 SCHEDULE FOR DELIVERY AND PENALTIES (OBLIQUE)

2.4.1 Completion of project shall be no later than 120 calendar days from the agreed date of the first flight. As imagery processing is completed, they should be delivered to the County via a high availability production web service or application that is compatible with Esri data/web services and Microsoft Edge.

2.4.2 Vendor will host data unless a physical copy is requested. The County will provide information related to the delivery if needed. The delivery media will become property of the County and its consortium partners after completion of the project.

2.4.3 Penalties for missing the schedule for quality-assured imagery will be assessed on the final delivery as follows:

2.4.3.1 Two percent of the task order value penalty on each delivery up to one week late

2.4.3.2 Five percent penalty on each delivery up to two weeks late

2.4.3.3 Seven percent penalty on each delivery up to three weeks late

2.4.3.4 Twenty-five percent penalty on each delivery up to four weeks late or more

2.5 TECHNICAL SPECS (OBLIQUE)

The following technical specifications describe the minimum quality the County has accepted for oblique imagery to date.

2.5.1 Maximum Flight Height

2.5.1.1 Flight height of 8000-feet resulting on a pixel size of three-inch resolution

2.5.1.2 Flight height of 8000-feet resulting on a pixel size of two-inch resolution

2.5.1.3 Flight height of 4500-feet resulting on a pixel size of one-inch resolution

2.5.2 Equipment

The imagery must be captured using a United States Geological Survey (USGS) certified camera system. All imagery shall be in color. The system also includes an Applanix Position and Orientation System (POS) with a Global Positioning System (GPS) antenna and an Inertial Measurement Unit (IMU). The contractor shall explain the digital camera calibration that will be used for this project.

2.6 TONE MATCHING (OBLIQUE)

Adjacent images will be tone and contrast matched to give the appearance of a continuous page. Localized adjustments of brightness values will be done to reduce tonal differences between join areas.

2.6.1 Digital Deliverables (Street Level)

Physical deliverables will only be required if hosted site data not available or the Contract has expired.

2.7 RESOURCE REQUIREMENTS

Contractor shall provide capacity charts indicating current workload, workload if project was awarded for dedicated and reserve aircraft, airborne equipment, hardware, software, storage, and labor hours.

2.8 EMERGENCY RESPONSE COVERAGE

The County may request the contractor to re-fly and deliver imagery immediately for areas affected by an emergency event such as severe weather or terrorism during the predetermined flight dates set by the County and contractor. Include pricing for this service in the proposal.

2.9 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Errors should not exceed two percent of the total deliverables. Errors include, but are not limited to:

2.9.1 Misalignment of features

2.9.2 Digital artifacts

2.9.3 Excessive shadow

2.9.4 Radiometric and tonal imbalance

2.9.5 Glare (dry, wet)

2.9.6 Too bright

2.9.7 Too dark

2.9.8 Smearing, warping, or distortion of features

2.9.9 Ghosting or disappearing structures

2.9.10 Voids or missing imagery or data

2.9.11 Artificial colorations

# EXHIBIT C - EagleView Cloud Terms and Conditions of Use ("Agreement")

## GENERAL TERMS AND CONDITIONS

**1.** DEFINITIONS

**1.1.** "Account" means an account created for Customer by EagleView for the purpose of providing access to the Product(s) and/or Service(s).

**1.2.** "Activation" means the point in time where Customer has access to an Account and the Products and/or Services are available to Customer.

**1.3.** "Authorized User" means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Service; (ii) any additional users as may be defined in a Purchase Order, as defined in the Contract(such as governmental subdivisions and their employees or elected or appointed officials if the Purchase Order indicates that governmental subdivisions are included) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer (so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Service and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access).

**1.4.** "Confidential Information" means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party ("Discloser") to another Party ("Recipient"). Confidential Information of EagleView includes, but is not limited to: (a) the Product(s) and/or Service(s) including any related software code and Documentation; (b) the terms of this Agreement including all Purchase Orders and statements of work as applicable and related pricing, to the extent Customer is not required to disclose this information under a Freedom of Information Act type obligation or under applicable law, and (c) EagleView's roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information shall not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser's Confidential Information.

**1.5.** "Documentation" means the materials describing the features and functions of the Product(s) and/or Service(s) as may be updated from time to time by EagleView.

**1.6.** "Fee" means the fees charged by EagleView for the Product(s) and/or Service(s) as identified in a Purchase Order issued by the Customer, or an invoice issued by EagleView.

**1.7.** "Intellectual Property Rights" means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

**1.8.** "Malware" means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

**1.9.** [INTENTIONALLY OMITTED]

**1.10.** "Products and/or Services" means EagleView's proprietary products and/or services and/or content identified in a Purchase Order and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.

**2.** ACCESS AND USE OF THE PRODUCT(S) AND/OR SERVICE(S)

**2.1.** Access to the Product(s) and/or Service(s). Subject to Customer's compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Product(s) and/or Service(s) identified on an Purchase Order for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Purchase Order. Unless a different term of the license grant to a Product is set forth in a Purchase Order, the right to access and use the Product(s) and Service(s) for its internal business purpose during the term of any Purchase Order is the only right granted to Customer under this Agreement and any Purchase Order. EagleView will have no liability for any loss or damage arising from Customer's failure to comply with the terms of this Agreement. EagleView will provide Customer a primary Administrator Account for managing and granting access to its Authorized Users. Customer shall be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

**2.2.** Access Restrictions. Access by Customer and its Authorized Users to the Service is subject to the following conditions:

**2.2.1.** Customer shall not access the Product(s), Service(s) or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Service.

**2.2.2.** Customer will not directly or indirectly: (a) resell or sublicense the Product(s) and/or Service(s), (b) modify, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Product(s) and/or Service(s); (c) create derivative works from the Product(s) or Service(s); (d) use the Product(s) and/or Service(s) in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Service; (f) cause harm in any way to the Product(s) and/or Service(s) or cause Malware to harm the Products and/or Service(s); (g) work around the Product(s)' and/or Service(s)' technical limitations; (h) remove any proprietary notices from the Application, documentation or any other EagleView materials furnished or made available hereunder; (i) access the Application in order to build a competitive product or service; or (j) copy any features, functions or graphics of the Application.

**2.2.3.** Customer will not use the Product(s) and/or Service(s) in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Application or associated documentation or Data Products in violation of export control laws and regulations.

**2.2.4.** EagleView may suspend the Product(s) and/or Service(s) if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Service from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

**2.3.** Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Customer must promptly suspend such access or Authorized User and notify EagleView.

**2.4.** Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer shall preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer shall not assert any implied rights in or to any of EagleView's Intellectual Property Rights. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on

their use of the Products or Services ("Feedback"). Customer agrees that EagleView shall have all right, title, and interest to use such Feedback without any restrictions and without any payment to Customer.

**3.** PAYMENT

**3.1.** Fees. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Purchase Order. All Fees paid pursuant to this Agreement and any applicable Purchase Order are non-refundable and all Product(s) and/or Service(s) ordered pursuant to a Purchase Order are non-cancelable, unless expressly stated to the contrary. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer shall be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

**3.2.** [INTENTIONALLY OMITTED]

**3.3.** [INTENTIONALLY OMITTED]

**4.** [INTENTIONALLY OMITTED]

**5.** CONFIDENTIALITY

**5.1.** Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

**5.2.** Required Disclosure. The Recipient may disclose Confidential Information as required by court order from a court of competent jurisdiction or otherwise by applicable law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 shall be restricted to include the least amount of Confidential Information necessary to comply with a court order from a court of competent jurisdiction or with applicable law.

**6.** WARRANTIES

**6.1.** Mutual Warranties. Each Party represents and warrants to the other Party that it is a organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets.

**6.2.** [INTENTIONALLY OMITTED]

**6.3.** Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, CONTRACTOR MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. CONTRACTOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE PRODUCT(S) AND/OR SERVICE(S) (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET COUNTY'S REQUIREMENTS BEYOND THE REQUIREMENTS OFO THE CONTRACT OR WILL BE TIMELY OR SECURE. COUNTY WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

**7.** INDEMNIFICATION

**7.1.** EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Product(s) and/or Service(s) infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView. Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Product(s) and/or Service(s) in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

**7.2.** Remedies. In the event the Product(s) and/or Service(s) is held or is believed by EagleView to infringe or misappropriate any Intellectual Property Right of a third party, EagleView will have the option, at its expense, to: (i) replace the Product and/or Service with a non-infringing equivalent, (ii) modify the Product(s) and/or Service(s) to be non-infringing, (iii) obtain for Customer a license to continue using the Product(s) and/or Service(s); or (iv) terminate the Agreement and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

**7.3.** Customer Indemnification. As permitted by applicable law, Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

**8.** LIMITATION OF LIABILITY

**8.1.** Consequential Damages. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS CONTRACT OR THE CUSTOMER'S INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPROPRIATION OF PROPRIETARY DATA BELONGING TO EAGLEVIEW OR ITS THIRD PARTY SUPPLIERS , TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.2.** Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS CONTRACT OR THE CUSTOMER'S INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPROPRIATION OF PROPRIETARY DATA BELONGING TO EAGLEVIEW OR ITS THIRD PARTY SUPPLIERS, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

**9.** GENERAL PROVISIONS

**9.1.** Export Laws. The Product(s) and/or Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access or use any Product(s) and/or Service(s) or Content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

**9.2.** No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

**9.3.** Independent Contractors. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.

**9.4.** [INTENTIONALLY OMITTED]

**9.5.** Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and/or providing reports that provide Customer with generally available information relating to EagleView's security practices, policies and procedures used to protect its systems. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

**9.6.** Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Purchase Orders), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

**9.7.** Governing Law. This Agreement will be governed by the laws of the State of Customer, without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, or disputes and/or litigation arising out of or in connection with this Agreement, will be brought solely in the state or federal courts located in the jurisdiction the Customer is based in, and the Parties irrevocably consent to the exclusive personal jurisdiction of such courts.

**9.8.** Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remain sections of this Agreement will remain in force to the extent feasible.

**9.9.** [INTENTIONALLY OMITTED]

**9.10.** [INTENTIONALLY OMITTED]

**9.11.** [INTENTIONALLY OMITTED]

**PICTOMETRY INTERNATIONAL CORPORATION DBA: EAGLEVIEW, 25 METHODIST HILL DR, ROCHESTER, NY 14623**

PRICING SHEET: NIGP CODE 90504

| | |
|---|---|
| Terms: | NET 30 DAYS |
| Vendor Number: | VC0000001650 |
| Certificates of Insurance | Required |
| Contract Period: | To cover the period ending **August 31, 2025.** |

PINAL COUNTY
WIDE OPEN OPPORTUNITY

# Purchase Order

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

| PO Number |
|---|
| **253706** |
| This number must appear on all documents pertaining to this order. |

**PO Date: 2/12/2025**


| Mail Invoice to: | Ship to: | Supplier: |
|---|---|---|
| Pinal County Finance Department<br>P.O. Box 1348<br>Florence, AZ 85132<br>**Or**<br>**email invoice to:**<br>FinanceInvoices@pinal.gov | SUP CT JUDICIAL DIV & CT ADM<br>971 N JASON LOPEZ CIRCLE BLDG A<br>FLORENCE AZ 85132 | MOTOROLA SOLUTIONS INC<br>13104 COLLECTIONS CENTER DR<br>CHICAGO IL 60693<br><br>Phone: -<br>Fax: -<br><br>**Confirming to:** |

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

**Requested Delivery Date: 2/12/2025**
**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** CTR046830
**Contract Expiry** 10/9/2026

**Reference:** Quote: 2620622

Vendor Contact: Micheal Colvin MikeColvin@motorolasolutions.com

Department Contact: Joy Jonas 520 866 5413 jjonas@courts.az.gov | Rodney Banks 520 866 6630 rodney.banks@pinal.gov | Jeff Perez 520 866 5489 jperez@courts.az.gov

| Line | Quantity | UOM | Item Number | Item Description | Unit Cost | Extended Cost |
|---|---|---|---|---|---|---|
| 1 | 30.00 | EA | H25UCF9PW6AN | APX N50 7/800 Model 2 Portable | $5,388.86 | $161,665.80 |
| 2 | 30.00 | EA | QA00631AL | ADD: DVRS PSU ACTIVATION | $0.00 | |
| 3 | 30.00 | EA | QA00580BA | ADD: TDMA OPERATION | $0.00 | |
| 4 | 30.00 | EA | G996AU | ADD; PROGRAMMING OVER P25 OTAP | $0.00 | |
| 5 | 30.00 | EA | QA09001AM | ADD: WIFI CAPABILITY | $0.00 | |
| 6 | 30.00 | EA | QA09007AD | ADD: OUT OF THE BOX WIFI PROVI | $0.00 | |
| 7 | 30.00 | EA | QA07682AC | ADD: SMARTCONNECT N30/N50 | $0.00 | |
| 8 | 30.00 | EA | Q498BN | ENH: ASTRO 25 QTAR W/ MULTIKEY | $0.00 | |
| 9 | 30.00 | EA | QA02756AB | ENH: 3600 OR 9600 TRUNKING BAU | $0.00 | |
| 10 | 30.00 | EA | QA08853AA | ADD: CPS ENABLEMENT | $0.00 | |
| 11 | 30.00 | EA | QA01648AA | ADD: HW KEY SUPPLEMENTAL DATA | $0.00 | |
| 12 | 30.00 | EA | QA09113AA | ADD: BASELINE RELEASE SW | $0.00 | |
| 13 | 30.00 | EA | Q629BD | ENH: AES ENCRYPTION AND ADP | $0.00 | |
| 14 | 30.00 | EA | LSV01S03084A | APX N50/30 DMS ESSENTIAL<br>TERM 7 YEARS | $332.64 | $9,979.20 |
| 15 | 30.00 | EA | SSV01S01663A | APX SMART CONNECT<br>TERM 5 YEARS | $480.00 | $14,400.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 16 | 30.00 | EA | PMMN4104A | RM760 IMPRES WINDPORTING REMOT | $95.63 | $2,868.90 |
| 17 | 15.00 | EA | PMPN4820A | CHGR DESKTOP SINGLE UNIT IMPRE | $62.57 | $938.55 |
| 18 | 3.00 | EA | PMPN4594A | CHGR DESKTOP MULIT UNIT IMPRES | $520.39 | $1,561.17 |
| 19 | | EA | | Estimated Tax | $17,611.00 | $17,611.00 |

**Total Order : $209,024.62**

NOTE :
Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6397.
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the Purchasing Website unless otherwise directed on this PO

MOTOROLA SOLUTIONS

QUOTE-2620622

Billing Address:
PINAL COUNTY ARIZONA
PO BOX 6638 MAIL DROP 1330
PHOENIX, AZ 85005
US

Quote Date:04/30/2024
Expiration Date:05/04/2025
Quote Created By:
Michael Colvin
Mike.Colvin@
motorolasolutions.com

End Customer:
PINAL COUNTY ARIZONA
Rodney Banks
rodney.banks@pinal.gov
520-866-6630

Contract: 21069 - CTR046830-STATE OF AZ
Payment Terms:30 NET

## Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

| Line # | Item Number | Description | Qty | Term | List Price | Sale Price | Ext. Sale Price |
|---|---|---|---|---|---|---|---|
| | APX™ N50 | APX N50 | | | | | |
| 1 | H25UCF9PW6AN | APX N50 7/800 MODEL 2 PORTABLE | 30 | | $7,382.00 | $5,388.86 | $161,665.80 |
| 1a | QA00631AL | ADD: DVRS PSU ACTIVATION | 30 | | | | |
| 1b | QA00580BA | ADD: TDMA OPERATION | 30 | | | | |
| 1c | G996AU | ADD: PROGRAMMING OVER P25 (OTAP) | 30 | | | | |
| 1d | QA09001AM | ADD: WIFI CAPABILITY | 30 | | | | |
| 1e | QA09007AD | ADD: OUT OF THE BOX WIFI PROVISIONING | 30 | | | | |
| 1f | QA07682AC | ADD: SMARTCONNECT N30/N50 | 30 | | | | |
| 1g | Q498BN | ENH: ASTRO 25 OTAR W/ MULTIKEY | 30 | | | | |
| 1h | QA02756AB | ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM | 30 | | | | |

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

| Line # | Item Number | Description | Qty | Term | List Price | Sale Price | Ext. Sale Price |
|---|---|---|---|---|---|---|---|
| 1i | QA08853AA | ADD: CPS ENABLEMENT* | 30 | | | | |
| 1j | QA01648AA | ADD: HW KEY SUPPLEMENTAL DATA | 30 | | | | |
| 1k | QA09113AA | ADD: BASELINE RELEASE SW | 30 | | | | |
| 1l | Q629BD | ENH: AES ENCRYPTION AND ADP | 30 | | | | |
| 2 | LSV01S03084A | APX N50/30 DMS ESSENTIAL | 30 | 7 YEARS | $332.64 | $332.64 | $9,979.20 |
| 3 | SSV01S01663A | APX SMART CONNECT* | 30 | 5 YEARS | $480.00 | $480.00 | $14,400.00 |
| 4 | PMMN4140A | RM760 IMPRES WINDPORTING REMOTE SPEAKER MICROPHONE, LARGE (IP68) | 30 | | $131.00 | $95.63 | $2,868.90 |
| 5 | PMPN4820A | CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT PS US | 15 | | $85.71 | $62.57 | $938.55 |
| 6 | PMPN4594A | CHGR DESKTOP MULTI UNIT IMPRES 2 1 DISPLAY EXT PS NA/LA/CA | 3 | | $712.86 | $520.39 | $1,561.17 |

| | |
|---|---|
| Subtotal | $191,413.62 |
| Estimated Tax | $17,611.00 |
| Grand Total | $209,024.62(USD) |

## Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____ ) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at http://www.motorolasolutions.com/product-terms.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc. Customer

By: _____ By: _____

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

# APX N50 Portable Radio Solution Description

## Overview




The APX N50 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

### Durable And Easy To Use

The APX N50 enhances operations with a front display with an upgraded user interface for better readability and loud and clear audio for reliable, everyday use. Additionally, it offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

**Adaptive Audio**

For first responders in loud environments, the APX N50 offers adaptive audio that enhances voice quality and minimizes background noise. The APX N50 includes two High Dynamic Range (HDR) microphones with high overload point pickup that reproduces voice with clarity and reduces audio clipping and distortion, even when shouting. The radio has custom speakers that use noise cancellation technology to amplify loud and clear audio, and help make every syllable intelligible.

An enhanced audio engine dynamically adjusts the N50 in any environment by using algorithms to filter out unpredictable background noise and wind while using multiple microphones to track voice from every angle, allowing first responders to speak into the radio without compromising voice quality. Additional environmentally aware audio features receive volume leveling and noise sensing volume control–the radio will automatically adjust for loud or soft talkers and the changing ambient noise levels. These features allow first responders to keep their eyes forward and remain focused on situations as they unfold.

### Essential and Secure P25 Communications

The APX N50 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. All P25 communications over the N50 are safe and secure–it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

### Reliable Connectivity

Using the APX N50 lets first responders stay connected across disparate networks. It is equipped with Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday use. APX N50 radios support 7/800 MHz frequency bands across radio systems, with minimal intervention by the radio user.

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**SmartConnect over Wi-Fi**

SmartConnect is a subscription service that allows first responders to access critical intelligence no matter where the mission takes them. When P25 networks are unavailable, the APX N50 will maintain functionality and voice quality by automatically switching to an available broadband network, enabling connectivity outside of radio system coverage. Voice information and signals between radios and control are encrypted, ensuring that all transmissions are secure.

The APX N50 can use SmartConnect when directly connected to Wi-Fi hotspots, through an in-vehicle LTE modem, or over a satellite connection. Additionally, the radio will indicate to users when SmartConnect is active by displaying a blue bar on-screen.

## Managing and Provisioning Devices

APX N50 can be programmed in two ways: one-at-a-time through Customer Programming Service (“CPS”) or through a combination of CPS and batch programming over Wi-Fi available with the radio management (“RM”) software.

CPS is a proprietary, Windows-based application, used to configure APX subscriber radios in offline situations that include provisioning, networking, and monitoring tools that provide greater awareness and faster radio management. The CPS application offers drag-and-drop, clone-wizard, and basic import/ export functions that allow the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read and edited, and codeplugs and templates can be saved and duplicated to program other fleet radios

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

**Device Management Services**

Device Management Services (“DMS”) packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N50 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

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# APX N-Series Device Management Services - Essential Statement Of Work

## Overview

Device Management Servces (“DMS”) efficiently maintains the Customer’s device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work (“SOW”), including all of its subsections and attachments is an integral part of the applicable agreement (“Agreement”) between Motorola Solutions, Inc. (“Motorola Solutions”) and Customer (“Customer”).

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

## HardwareRepair

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer’s firmware version.

### Motorola Solutions Responsibilities

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents thetime a product spends in the repair process, and does not include time in transit to and from the Customer’s site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

### Customer Responsibilities

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
  - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization (“RMA”) number generated by the electronic system.
  - When initiating a repair via paper Return Material Form (“RMF”), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.

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- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

### Limitations And Exclusions

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
  - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
  - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
  - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
  - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

## DeviceTechnicalSupport

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may

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contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

### Motorola Solutions Responsibilities

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

### Customer Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

### Limitations And Exclusions

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

## Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

### Motorola Solutions Responsibilities

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

### Customer Responsibilities

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

## MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

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### Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

### Customer Responsibilities

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.

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MOTOROLA SOLUTIONS

# Purchase Order Checklist NA OM

| |
|---|
| **Marked as PO/ Contract/ Notice to Proceed on Company Letterhead**<br>**(PO will not be processed without this)** |
| **PO Number/ Contract Number** |
| **PO Date** |
| **Vendor = Motorola Solutions, Inc.** |
| **Payment (Billing) Terms/ State Contract Number** |
| **Bill-To Name on PO must be equal to the *Legal* Bill-To Name** |
| **Bill-To Address** |
| **Ship-To Address (If we are shipping to a MR location, it must be documented on PO)** |
| **Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )** |
| **PO Amount must be equal to or greater than Order Total** |
| **Non-Editable Format (Word/ Excel templates cannot be accepted)** |
| **Tax Exemption Status** |
| **Signatures (As required)** |

**NOTE**: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

# Contract Amendment

CTR046830 Amendment One (1)

**Arizona Department of Administration**
**State Procurement Office**
**1802 W Jackson St., #100**
**Phoenix, AZ 85007**

| **CONTRACTOR:** | **STATE AGENCY:** |
|---|---|
| MOTOROLA SOLUTIONS INC<br>3332 E. Broadway Rd.<br>Phoenix, AZ 85040<br><br>**CONTACT:** Walter Whately<br>**PHONE:** (520) 457-8604<br>**EMAIL:** walter.whately@motorolasolutions.com | AZ Department of Administration (ADOA)<br>State Procurement Office<br>1400 W Washington St. 3100<br>Phoenix, AZ 85007<br><br>**CONTACT:** Jim Atkins<br>**PHONE:** (602) 245-8268<br>**EMAIL:** james.atkins@azdoa.gov |

## Public Communications Equipment and Services

Pursuant to Section 2-D: Uniform Terms and Conditions, Section 5.0 Contract Changes, 5.1 Amendments, of the above referenced contract, it is hereby amended as follow:

1) In accordance with Special Terms and Conditions, Section 3.1, Term of Contract, the contract is hereby extended through **October 9, 2026**.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED**

**** Please ensure all required Certificate Of Insurance are updated and submitted to the State Procurement Office.***

**ACKNOWLEDGEMENT AND AUTHORIZATION**

**This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.**

PINAL COUNTY
WIDE OPEN OPPORTUNITY

# Purchase Order

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

| PO Number |
|---|
| **253716** |
| This number must appear on all documents pertaining to this order. |

**PO Date: 2/12/2025**
**Page: 1 of 1**

| Mail Invoice to: | Ship to: | Supplier: |
|---|---|---|
| Pinal County Finance Department<br><br>P.O. Box 1348<br>Florence, AZ 85132<br>**Or**<br>**email invoice to:**<br>FinanceInvoices@pinal.gov | INFORMATION TECHNOLOGY DEPARTMENT<br><br>IT RECEIVING BLDG<br>75 N. MAIN STREET<br>FLORENCE AZ 85132 | HYE TECH NETWORK & SECURITY SOLUTIONS LL<br>4802 E RAY RD STE 23-414<br>PHOENIX AZ 85044<br><br>Phone: 520 - 488-9970<br>Fax: 480 - 247-4501<br><br>**Confirming to:** |

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

**Requested Delivery Date: 2/12/2025**
**Payment Terms: Net 30**
**Shipping Terms: FOB Destination**

The terms and conditions of the following contract apply to this Purchase Order:
**Contract Entity** 1GPA
**Contract Number** 22-02PV-08
**Contract Expiry** 12/28/2026

**Reference:** Quote: 1066-350a

Vendor Contact: Scott Clore sales@hyetechnetworks.com

Department Contact: Chris Combs chris.combs@pinal.gov | itadmins@pinal.gov

| Line | Quantity | UOM | Item Number | Item Description | Unit Cost | Extended Cost |
|---|---|---|---|---|---|---|
| 1 | 100.00 | EA | | Commvault License Upgrade<br>30 months<br>. | $1,203.68 | $120,368.00 |
| 2 | | LS | | sales tax | $0.00 | $10,472.02 |

**Total Order : $130,840.02**

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

# Quotation

HyeTech Network & Security Solutions, LLC.
10235 S. 51st Street #120
Phoenix, AZ 85044

**Bill To:**

Pinal County
Jason Cantrell
31 N Pinal Street
Florence, AZ 85132

**Ship To:**

Pinal County
Chris Combs
Receiving Building/Rear Loading Dock
75 N. Main Street
Florence, AZ 85132

| | |
|---|---|
| **Date:** | February 05, 2025 |
| **Quotation #:** | 1066-350a |
| **Customer ID:** | 1066 |
| **Prepared by:** | Scott Clore |
| **Quotation valid until:** | March 07, 2025 |
| **Project Detail:** | Commvault License Upgrade - 30 Months |
| **Contract:** | 1GPA Contract 22-02PV-08 |

Products:

| Part | Description | Term | List Price | Unit Price | Qty | Ext. Price |
|---|---|---|---|---|---|---|
| CV-DPP-FT-31 | Commvault Cloud Cyber Resilience Software, Per Front-End Terabyte Upfront Payment Subscription *30 month term* | 30 | $6,687.12 | $1,203.68 | 100 | $120,368.00 |

***Commvault 100tb License Upgrade (Co-termed to existing subscription 08/25/27):*** ***$120,368.00***

| | |
|---|---|
| Subtotal: | **$120,368.00** |

| Quote Summary | Amount |
|---|---|
| Products: | $120,368.00 |
| Subtotal: | **$120,368.00** |
| Estimated Tax: | **$10,472.02** |
| Total: | **$130,840.02** |

HYE TECH
NETWORKS

# Quotation

## Terms & Conditions:

**Invoicing & Payment**

Unless otherwise stated in an SOW, exhibit, or definitive agreement, HyeTech shall invoice Customer on a project basis. Customer shall pay HyeTech within thirty (30) calendar days from the date of invoice for any of the Services and expenses provided or incurred hereunder. HyeTech may charge Customer interest and late fees on any overdue and unpaid portion of the Fees in an amount equal to one and one half percent (1.5%) per month. All payments shall be made in U.S. dollars. In the event Customer disputes any Fees, Customer shall pay any undisputed portion of the invoice containing the disputed Fees.

**Suspension**

In the event of non-payment of any Fees or other fees payable within forty-five (45) days from the date of invoice, HT may, in addition to any other rights and remedies it may have, suspend Customer's access to the Products and Services.

## Contract Extension/Amendment

10/4/2024

Hye Tech Network & Security Solutions LLC
4802 E Ray Rd, #23-414
Phoenix, Arizona, 85044
Attn: Lisa Andrus

Re: Extension Agreement for Technology and Audio/Visual Solutions, Contract # 22-02PV-08-E3

The above-referenced contract is hereby mutually extended for an additional one (1) year period until 12/08/2025. This is the fourth year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and returning this signed Contract Extension with the following documentation:**

☒ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance)
☒ Updated Contact Information Sheet

**Please check the box next to the appropriate contract price update:**

X No contract pricing updates. Current price on file is accurate.

☐ Our contract pricing is based on a firm-fixed price list. We are providing an updated firm-fixed price list for 1GPA's approval with this extension.

☐ Our contract pricing is based on a percentage discount. We are providing new price lists for 1GPA's approval with this extension. *Note: Percentage Discounts remain the same as per contract terms and conditions.*

☐ We are aware of new price lists that will be available during the upcoming contract year. We will present those when received. Current price lists will remain on file until updated price lists are received and approved by 1GPA.

**Please include a brief description of all the price updates below:**

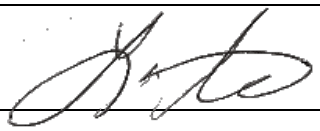
| |
|---|
| |

**It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for approval.**

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

***Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.***

| | | | |
|---|---|---|---|
| **Vendor Acceptance/Signature:** |  | | |
| Printed Name: | Lisa Andrus | | |
| Title: | COO/CFO | Date: | 10/04/2024 |

**Approvals/Authorized Signatures:**
1GPA and Paradise Valley Unified School District have reviewed this contract extension. Each party's signature indicates approval. The absence of a signature indicates non-approval.

Christy Knorr 11/01/2024

Christy Knorr, President
1GPA

Eva Calles 11/12/2024

Eva Calles, Director of Purchasing
Paradise Valley Unified School District