Angeline Woods
Director
Budget and Finance

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

To: Pinal County Board of Supervisors

From: Riley Brimhall, Procurement Officer

Date: May 28, 2025

Re: Contract Award of RFP #252030 Inmate Commissary and Banking Services

Background

Request for Proposal 252030 was published to solicit proposals from qualified suppliers to provide Inmate Commissary and Banking Services for Pinal County Sheriff's Office.

Selection Process

Three proposals were received and opened on March 11, 2025, at 2:05 p.m., and three of proposals were deemed responsive and responsible and were evaluated by a three-person committee. Proposals were scored on Capacity of the Responder, Cost, Method of Approach, References, Conformance to Terms and Conditions, and Statement of Work. A summary of the evaluation scores for each Responder is included in the attached Evaluation and Award Determination.

Responders:

Aramark Correctional Services, LLC
Summit Food Service
TW Vending Inc. dba Turnkey Corrections

Recommendation

After review and scoring of the proposals by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 252030RFP Inmate Commissary and Banking Services to Aramark Correctional Services, LLC. The term of the proposed contract is an initial one (1) year term beginning May 28, 2025 through May 27, 2026 with four (4) one-year optional extensions. The estimated cost to the County for the initial contract term is $0.

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

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

Respectfully submitted,

Riley Brimhall

Riley Brimhall
Procurement Officer
(520) 866-6008
Riley.Brimhall@pinal.gov
Attachment: Evaluation and Award Determination

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
OFFICE OF BUDGET & FINANCE

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County Manager

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Deputy County Manager

May 28, 2025

RFP 252030 Inmate Commissary and Banking Services
Evaluation and Award Determination

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

Score Tabulation

Supplier	Total / 1,000.00 pts	A-1 - Capacity of the Responder / 350 pts	A-2 - Method of Approach / 450 pts	B - Conformance / 100 pts	C - Cost / 100 pts
Aramark Correctional Services, LLC	845	285	410	50	100
Summit Food Service	660	215	295	50	100
TW Vending Inc. dba TurnKey Corrections	603	125	300	78	100

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WIDE OPEN OPPORTUNITY

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

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

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PINAL COUNTY

Inmate Commissary & Banking Services

252030RFP

Table of Contents

1. CONTRACT TERM 2
2. CONTRACT EXTENSION 2
3. CONTRACT TYPE 2
4. PRICING 2
5. INVOICING AND PAYMENTS 4
6. ARIZONA LAW 5
7. IMPLIED LAW. 5
8. PUBLIC RECORD 5
9. CONTRACT ORDER OF PRECEDENCE 5
10. RELATIONSHIP OF THE PARTIES 5
11. SEVERABILITY 5
12. NO PAROLE EVIDENCE 6
13. NO WAIVER 6
14. CONTRACT ADMINISTRATION AND OPERATION 6

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

PINAL COUNTY

Contract 252030RFP

Inmate Commissary & Banking Services

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Aramark Correctional Services, LLC, (Contractor), whose primary address is 2400 Market Street Philadelphia ,PA 19103 .

1. CONTRACT TERM. The resultant contract term will commence upon contract execution, and will continue for one

   (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.

2. CONTRACT EXTENSION. The contract shall not bind nor purport to bind, the County for any contractual commitment in excess of the original contract period. The contract may be extended for four (4) additional one (1) year periods or a portion thereof, through the bilateral agreement of both parties to do so. If the County exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the extension period.

3. CONTRACT TYPE.

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

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

4. PRICING

   4.1 <u>All-Inclusive Pricing</u>.

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

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

4.2 Price Reductions and Sales Promotions.

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

4.3 Price Increase.

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

Contractor shall determine the prices at which commissary products ("Products") shall be sold. Contractor may, at its discretion perform a price audit to compare the prices at which it sells the Products contemplated by this Agreement with the prices at which similar products are being sold in retail outlets in the surrounding community ("Comparable Retail Values"). In the event that any of Contractor's prices are below the Comparable Retail Values, Contractor and County shall mutually agree to increase such prices under this Agreement to reflect the Comparable Retail Values.

Any request for rate increase will only be considered at the time of a contract extension (with the exception of menu prices) and must be submitted sixty (60) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. Requests for price increases must be supported by appropriate documentation. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment.

Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.4 Delivery.

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

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

4.5 Change Orders.

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

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

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

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

5. INVOICING AND PAYMENTS.

5.1 Invoices.

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

a. Company name, address and contact

b. County bill-to name and contact information

c. Contract Number

d. County purchase order number

e. Invoice number and date

f. Payment terms

g. Itemized service price as outlined in the Pricing Response Form

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

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

financeinvoices@pinal.gov

Pinal County Office of Budget & Finance
Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

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

a. Charges or fees not delineated in the contract.

b. Materials or services that have not been authorized on a purchase order.

c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.

d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

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

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

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

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

5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.

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

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

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

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

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

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

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

PINAL COUNTY

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

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

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

14. CONTRACT ADMINISTRATION AND OPERATION.

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

County	Contractor
Name: Riley Brimhall	**Name: Michael Elchenko**
Address: 31 N. Pinal Street PO Box 1348 Florence, AZ 85132	**Address:** 2400 Market Street Philadelphia, PA 19103
Title: Procurement Officer	**Title:** Vice President, Growth
Email: Purchasing@Pinal.gov	**Email:** elchenko-michael@aramark.com

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

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

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

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

14.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of

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

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

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

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

14.6 Acceptance of Work.

a. Materials. The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

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

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

14.7 Ownership of Intellectual Property.

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

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

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

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

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

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

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

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

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

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

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

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

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

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

14.19 Work on County Premises.

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

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

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

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

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

14.22 Use of Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People’s Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within

five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the contract will terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty

(180) day remedy period, the contract terminates on the contract termination date.

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

15. CONTRACT CHANGES.

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

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

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

b. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

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

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

16. RISKS AND LIABILITIES

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

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

16.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against

claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

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

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

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

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

Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

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

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

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

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

Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

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

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

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

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

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

(5) Professional E&O/Technology Liability. Coverage for professional errors, omissions or professional negligence expected in the performance of the technology services outlined in the contract scope of work. Coverage shall be for a minimum of $1,000,000 per claim and $2,000,000 annual aggregate.

(6) Crime Insurance. Coverage in the an amount of at least $250,000 per claim and $1,000,000 annual aggregate for third party fidelity, employee theft of currency or financial information including credit card information, theft of property or currency on County premises or while in transit, loss due to forgery or alteration of negotiable instrument. Policy must not contain a condition requiring an arrest and conviction.

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

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

(1) The Contractor's General Liability policy shall be endorsed to be primary and non-contributory to any self insurance or insurance carried by the County, its agents, officials, or employees for liabilities arising out of Aramark's negligent acts and omissions or assumed by Aramark by agreement.

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

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

d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current

A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no

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

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

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

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

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

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

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

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

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

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

e. To the maximum extent permitted by applicable law and whether or not caused, directly or indirectly, in whole or in part by the negligence, willful misconduct or other fault of the party to be indemnified, the County will indemnify and hold harmless Contractor and its respective officers, directors, employees and agents, from and against any and all claims, causes of action, suits, investigations, and administrative or other proceedings, and all related demands, damages, liabilities, fines, penalties, assessments, costs, expenses (including attorney's fees) of every kind and nature, related to or arising out of the sale or provision of over the counter drugs to inmates at the Facility, including but not limited

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

to product liability, warranty, negligence or allergy claims and any alleged violation of any federal, state or local code, statute, law, regulation or ordinance.

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

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

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

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

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

16.5 Force Majeure.

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

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

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

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

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

17. WARRANTIES

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

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

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

b. Be free from defects of material and workmanship;

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

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

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

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

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

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

17.5 Data Protection and Confidentiality of Records.

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

Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:

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

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

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

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

NOTE: For convenience of reference only, the OMB memorandum is available at: https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf.

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

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

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

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

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

17.8 Lobbying. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and

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

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

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

18. COUNTY'S CONTRACTUAL REMEDIES

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

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

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

18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully

constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.

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

19. CONTRACT TERMINATION

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

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

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

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

19.4 Termination for Convenience. Each party reserves the right to terminate the Contract, in whole or in part at any time without penalty or recourse. Written notice of at least one hundred twenty (120) days prior to termination date shall be required. Upon delivery of notification, the Contractor shall notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

19.5 Termination for Default. Each party reserves the right to terminate any part or all of a contract resulting from this solicitation if the other party fails to carry out any term, promise, or condition of the contract. The terminating party will issue a written Notice of Default to the breaching party if in the opinion of the terminating party, the breaching party:

a. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the contract resulting from this solicitation.

b. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days.

c. Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the contract.

d. Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner.

Docusign Envelope ID: 9A839243-CC11-4EAA-BDC6-64040B6EAEE7

e. Fails to complete the required work or fails to perform required services within the time frame stipulated.

f. Fails to materially perform or comply with the terms and conditions of the contract resulting from this solicitation.

Failure of the breaching party to remedy any problems noted in the Notice of Default or to otherwise bring performance to satisfactory levels, within sixty (60) days of Notice of Default, that are within the requirements of the Contract shall give the terminating party cause to cancel this contract.

If the terminating party terminates the contract, the breaching party will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, each party agrees to perform under the terms and conditions of this contract up to and including the date of termination as though no termination has been made. In addition, the Contractor shall deliver to the Procurement Office all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this contract, whether completed or not.

If the Contract is terminated for default, the County reserves the right to purchase the goods and/or services required under the contract from the open market, to complete required work itself or have it completed at the expense of the Contractor. The County may recover any excess costs by (1) deduction from an unpaid balance due to the Contractor; (2) collection against the proposal and/or performance security; if any; (3) collection against liquidated damages (if applicable); or (4) a combination of the aforementioned remedies or other remedies as provided by law.

20. CONTRACT CLAIMS

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

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

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

Docusign Envelope ID: 9A639243-CC11-4EAA-BDC6-6404086EAEE7

PINAL COUNTY

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

PINAL COUNTY	**Aramark Correctional Services, LLC**
31 N. Pinal Street	**2400 Market Street**
Florence, AZ 85132	**Philadelphia, PA 19103**
BY: Stephen Q. Miller	BY: Stephen Yarsinsky
(Name)	(Name)
Chairman, Pinal County Board of Supervisors	Finance Vice President
(Title)	(Title)
	DocuSigned by: Stephen Yarsinsky 8DD54D02B0CD4AA...
(Signature)	(Signature)
DATE: May 28, 2025	DATE: 5/9/2025

Approved as to Legal Content:

5-13-25

Pinal County Attorney's Office (Date)

PINAL COUNTY

Exhibit A

Scope of Work

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

PINAL COUNTY

Exhibit B

Contract Pricing

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

PINAL COUNTY

Exhibit C

Responder's Proposal

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

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

To: Pinal County Board of Supervisors

From: Eric Zander, CSCP, Procurement Officer

Date: May 28, 2025

Re: Contract Award of RFP #252530 Detention Food Services

Background

Request for Proposal 252530 was published to solicit proposals from qualified suppliers to provide Detention Food Services for the Pinal County Sheriff's Office.

Selection Process

Three (3) proposals were received and opened on April 15, 2025, at 2:15 p.m., and all three (3) of the proposals were deemed responsive and responsible and were evaluated by a four-person committee. Proposals were scored on Capacity of the Responder, Cost, Method of Approach, References, Conformance to Terms and Conditions, and Statement of Work. A summary of the evaluation scores for each Responder is included in the attached Evaluation and Award Determination.

Responders:

Aramark Correctional Services, LLC
Summit Food Service
Trinity Services Group, Inc.

Recommendation

After review and scoring of the proposals by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 252530RFP Detention Food Services to Trinity Services Group, Inc. The term of the proposed contract is an initial one (1) year term beginning July 1, 2025 through June 30, 2026 with four (4) one-year optional extensions. The estimated cost to the County for the initial contract term is $915,000.00.

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

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

Respectfully submitted,

Eric Zander

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

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

Attachment: Evaluation and Award Determination

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
OFFICE OF BUDGET & FINANCE

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

May 28, 2025

RFP 252530 Detention Food Services
Evaluation and Award Determination

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

Score Tabulation

Supplier	Total / 1,200 pts	A - Method of Approach / 145 pts	B - Capacity of Responder / 300 pts	C - Cost / 250 pts	D - Conformance / 150 pts	F - Untitled Questionnaire (Q-57HL) / 155 pts
Trinity Services Group, Inc.	877 pts	97 pts	260 pts	250 pts	150 pts	120 pts
Aramark Correctional Services, LLC	843.58 pts	116 pts	240 pts	225.58 pts	135 pts	127 pts
Summit Food Service	840.92 pts	101 pts	240 pts	228.92 pts	150 pts	121 pts

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

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

PINAL COUNTY

Request for Proposal

Detention Food Services
252530RFP

Attachment C: Draft Contract

Table of Contents

1. CONTRACT TERM. 2
2. CONTRACT EXTENSION. 2
3. CONTRACT TYPE. 2
4. PRICING 3
5. INVOICING AND PAYMENTS. 4-5
6. ARIZONA LAW. 5
7. IMPLIED LAW. 5
8. PUBLIC RECORD 5
9. CONTRACT ORDER OF PRECEDENCE 5
10. RELATIONSHIP OF THE PARTIES. 6
11. SEVERABILITY 6
12. NO PAROLE EVIDENCE. 6
13. NO WAIVER 6
14. CONTRACT ADMINISTRATION AND OPERATION 6
15. CONTRACT CHANGES. 13
16. RISKS AND LIABILITIES 13
17. WARRANTIES 177
18. COUNTY'S CONTRACTUAL REMEDIES 20
19. CONTRACT TERMINATION 21
20. CONTRACT CLAIMS 22

PINAL COUNTY

Contract 252530RFP
Detention Food Sevices

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Trinity Services Group, Inc. (Contractor), whose primary address is 477 Commerce Blvd. Oldsmar, FL 34677

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

2. CONTRACT EXTENSION. This contract term may be extended if mutually agreed upon by the County and FSMC for up to a maximum of four (4) additional one-year terms, or may be extended on a month-to-month basis for a maximum of nine (9) months after expiration upon mutual agreement by the County and FSMC.

3. CONTRACT TYPE.
   Firm-Fixed Lump Sum Price. The firm-fixed lump sum price is the amount or amounts shown or scheduled as such in the requested Pricing Document, each of which will be Contractor's complete and total compensation for carrying out the relevant portion of the work that it covers; and will not be subject to any adjustment on the basis of Contractor's cost experienced in performing under the contract.
   Except as expressly stated otherwise in the solicitation, Contractor is deemed to have allowed in each firm-fixed lump sum price correct and sufficient amounts to cover all its obligations under or arising from the contract, at law, or otherwise, and to have allowed the necessary resources to enable it to carry out the relevant portion of the work that it covers within any time for performance specified in the Scope of Work.
   Contractor acknowledges that it has had the opportunity to visit those physical locations where the priced work is to be carried out and to understand and account for local conditions that might affect the work, and has reviewed, verified, and interpreted for itself the necessary documents and information relevant to access, communications, climactic conditions, likelihood or risk of damage to adjacent property and occupants, possibility of interference by persons other than the County, and any necessary interfaces with others.

PINAL COUNTY

4. PRICING

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

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

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

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

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

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

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

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

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

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

5. INVOICING AND PAYMENTS.

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

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

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

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

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

a. Charges or fees not delineated in the contract.
b. Materials or services that have not been authorized on a purchase order.

c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. CONTRACT ADMINISTRATION AND OPERATION.

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

County	Contractor
Name: Eric Zander	**Name: Jake Watson**
Address: 31 N Pinal Street **Florence, AZ 85132**	**Address: 477 Commerce Blvd** **Oldsmar, FL 34677**
Title: Procurement Officer	**Title: Account Managment**
Email: Purchasing@Pinal.gov	**Email: jake.watson@trinityservicesgroup.com**

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

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

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

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

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

14.6 Acceptance of Work.

a. Materials. The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The County may apply as

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

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

14.7 Ownership of Intellectual Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the

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

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

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

14.19 Work on County Premises.

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

b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any

damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."

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

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

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

15. CONTRACT CHANGES.

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

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

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

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

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

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

16. RISKS AND LIABILITIES

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

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

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

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

(1) Commercial General Liability (CGL). Commercial General Liability Insurance (CG 0001) with a limit of not less than $1,000,000 for each occurrence, $3,000,000 General Aggregate Limit, and $3,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims

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

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

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

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

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

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

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

16.5 Force Majeure.

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

amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

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

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

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

17. WARRANTIES

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

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

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

b. Be free from defects of material and workmanship;

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

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

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

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

17.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and

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

17.5 Data Protection and Confidentiality of Records.

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

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

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

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

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

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

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

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

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

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

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

18. COUNTY'S CONTRACTUAL REMEDIES

18.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in

writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.

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

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

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

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

19. CONTRACT TERMINATION

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

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

19.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has

taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.

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

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

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

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

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

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

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

20. CONTRACT CLAIMS

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

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

PINAL COUNTY

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

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

PINAL COUNTY **31 N. Pinal Street** **Florence, AZ 85132**	**Trinity Services Group, Inc.** **477 Commerce Blvd.** **Oldsmar, FL 34677**
BY: _____	BY: _____
Stephen Q. Miller	James M. Perry
_____	_____
Chairman, Pinal County Board of Supervisors	Sr. Vice President
_____	_____
(Signature)	(Signature)
DATE: 5/28/25	DATE: 5/7/2025

Approved as to Legal Content:

_____ 5-5-25

Pinal County Attorney's Office (Date)

PINAL COUNTY

Exhibit A

Scope of Work

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

PINAL COUNTY

Exhibit B

Contract Pricing

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

PINAL COUNTY

Exhibit C

Responder's Proposal

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

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Requisition

Req. Number
173138

Req. Date: 4/28/2025

Department Contact:	Ship to:	Supplier:
CANNON, NIKKI Y Phone: - Branch Plant: SHERIFF Fund Source: GENERAL FUND	SHERIFF 971 N JASON LOPEZ CIRCLE BLDG C FLORENCE AZ 85132	PRECISION HELI-SUPPORT 4702 E FIGHTER ACES DR MESA AZ 85215 Phone: 480 - 776-2200 Fax: -

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

Requested Delivery Date: 4/28/2025
Payment Terms: Net 30
Shipping Terms: FOB Destination

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

Contract Entity Pima County
Contract Number MAPO022152
Contract Expiry 6/21/2025

Reference: Vendor contact: Cory Freese Cory.freese@PrecisionHeliSupport.com 480-985-7994

Quote no: 0390

Department contact: Luis Mundo luis.mundo@pinal.gov 520-705-0271 Nikki Cannon nikki.cannon@pinal.gov 520-866-5109

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
4.00		LS		Phase Maintenance W/consumable materials	$0.00	$39,000.00
5.00		LS		Replace standy Gen Quill	$0.00	$14,000.00
6.00		LS		Discrepancies	$0.00	$12,000.00
7.00		LS		Finding and AWR'S	$0.00	$100,000.00

Total Order: $165,000.00

Precision Heli-Support, LLC.
Repair Station No. 9DNR990C
4702 E Fighter Aces Drive
Mesa, AZ 85215 United States
Phone: (480) 985-7994
Fax: 480-776-2221
Email: Cory.freese@PrecisionHeliSupport.com
Precision Heli-Support, LLC: 90-0818886

Quote No.: 0390	
Customer ID:	PHS_OTC_0523
Date:	4/25/2025
Ship Via:	Customer Pick-up
P/O No.:	TBD
Terms:	NET30
Quote By:	Cory Freese
Contact:	Luis

PRICE QUOTE

Customer Information:
Pinal County Sheriff's Office
971 N. Jason Lopez Circle
Building C
Florence, AZ 85132
Phone: 520-705-0271

Contract Number:
Pima MA-PO-22-152

Line	Part Number	Description	Price Each	Qty	Stock Qty	Unit	Total
1	PARTS	General Tools Kit **See attahced for kit breakdown**	27,025.10	1		EA	27,025.10
2	PARTS	SnapOn Tool Kit **See attahced for kit breakdown**	76,592.65	1		EA	76,592.65

Taxed Items:
Parts

Taxable Subtotals (Before Tax):
Parts = 103,617.75

Precision Heli-Support Sales Terms and conditions, available at http://precisionhelisupport.com/tc, apply to this order.

REMIT TO ADDRESS:
4702 E. FIGHTER ACES DRIVE
MESA, AZ 85215

Total Parts:	$103,617.75
Total Other Charges:	$0.00
Total Shipping:	$0.00
Total Tax (8.30 %):	$8,600.27
Total Estimate:	**$112,218.02**

Accepted By:_____ Date: _____

Printed by EBis 3 (www.datcomedia.com)

4702 E. Fighter Aces Dr
Mesa, AZ 85215
Main (480) 985-7994 Fax (480) 776-2181

Pinal County Sheriff's Office
Attn: Luis Mundo
Contract # MA-PO-22-152

I am pleased to provide the following estimate: Date: April 17, 2025

Huey Phase Maintance

1.Phase Maintenance W/ consumable materials	*$39,0000.00*
2.Replace standby Gen Quill	*$14,000.00*
3. Discrepancies	*$12,000.00*
4. Finding and AWR'S	*$100,000.00*

Total $165,000.00

1. Precision Heli-Support Sales Terms and Conditions, available at http://www.precisionhelisupport.com/tc/, apply to this estimate.
2. Estimate is for work described above only. Any additional work outside the original work scope will be quoted to customer for review and approval prior to work being performed.

ESTIMATED DOWN TIME

Estimated down time is 10 working days from the time of receiving signed Purchase Order.

PAYMENT FOR SERVICES

00% of the **payment** is due before work begins. If a credit card is used for payment and addition 3.5% will be added to the total. The remaining amount will be invoiced to customer Net 30 terms.

Best regards,

Travis Pithoud

Director of Maintenance
Precision Heli-Support
(480)985-7994

Customer Acknowledgement:
I have read and understand the above listed estimate.

Signature: _____Date: _____

BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

(•) Award ( ) Contract ( ) Grant

Requested Board Meeting Date: *Enter date/text.*

* = *Mandatory, information must be provided*

or Procurement Director Award: ☒

***Contractor/Vendor Name/Grantor (DBA):**

Precision Heli-Support, LLC

***Project Title/Description:**

Helicopter Parts, Equipment and Service

***Purpose:**

Amendment of Award: Master Agreement MA-PO-22-152, Amendment No. 02. This Amendment exercises the annual renewal option to extend the termination date to 06/21/2025 and adds the annual award amount of $343,850.00 for a cumulative not-to-exceed contract amount of $1,031,550.00. Two (2) renewal options remain. Administering Department: Sheriff's Department.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, on 05/17/2022 the Board of Supervisors approved an award of contract for an initial term of one (1) year and an annual award amount of $343,850.00, with four (4) one-year renewal options.

On 04/20/2023, the Procurement Director approved Amendment No. 01, which extended the termination date to 06/21/2024, added the annual award amount of $343,850.00 for a cumulative not-to-exceed contract amount of $687,700.00 and appended the Forced Labor of Ethnic Uyghurs provision to the contract pursuant to A.R.S. § 35-394. Three (3) renewal options remained.

PRCUID: 441368
Attachment: Master Agreement

***Program Goals/Predicted Outcomes:**

To obtain a contract source for parts, equipment and service to maintain County's Airbus law enforcement helicopter.

***Public Benefit:**

Continued aerial surveillance, search and rescue, and emergency response capabilities.

***Metrics Available to Measure Performance:**

Department will monitor on-time delivery and billing to ensure contract compliance.

***Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: __ Department Code: _____ Contract Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount $ _____* ☐ Revenue Amount: $ _____

***Funding Source(s) required:** _____

Funding from General Fund? ○ Yes ○ No If Yes $ _____ % _____

Contract is fully or partially funded with Federal Funds? ○ Yes ○ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ○ Yes ○ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ○ Yes ○ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 22-152

Amendment No.: 02 AMS Version No.: 07

Commencement Date: 06/22/2024 New Termination Date: 06/21/2025

Prior Contract No. (Synergen/CMS): _____

◉ Expense ○ Revenue ◉ Increase ○ Decrease Amount This Amendment: $ 343,850.00

Is there revenue included? ○ Yes ◉ No If Yes $ _____

***Funding Source(s) required: General Fund**

Funding from General Fund? ◉ Yes ○ No If Yes $ _____ % 100

Grant/Amendment Information (for grants acceptance and awards) ○ Award ○ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: $ _____ ☐ Revenue Amount: $ _____

***All Funding Source(s) required:** _____

***Match funding from General Fund?** ○ Yes ○ No If Yes $ _____ % _____

***Match funding from other sources?** ○ Yes ○ No If Yes $ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

_____

Contact: Procurement Officer: Mark Koskiniemi Digitally signed by Mark Koskiniemi Date: 2024.03.01 15:41:01 -07'00' Acting Division Manager: Troy McMaster Digitally signed by Troy McMaster Date: 2024.03.01 15:53:58 -07'00'

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2024.03.01 16:10:28 -07'00' Telephone: (520) 724-3760

Department Director Signature: _____ Date: _____

Deputy County Administrator Signature: _____ Date: _____

County Administrator Signature: _____ Date: _____

PIMA COUNTY

MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 22000000000000000152 **MA Version:** 7

Description: Helicopter Parts, Equipment and Service

ISSUER

Pima County Procurement Department
150 W. Congress St. 5th Fl
Tucson AZ 85701

Issued By: MARK KOSKINIEMI
Phone: 5207243760
Email: mark.koskiniemi@pima.gov

TERMS

Initiation Date: 06-22-2024
Expiration Date: 06-21-2025

NTE Amount: $1,031,550.00
Used Amount: $195,469.49

VENDOR

Precision Heli-Support, LLC
3130 N Oakland Ste 110
Mesa AZ 85215

Contact: Cory Freese
Phone: 480-985-7994
Email: cory@precisionhelisupport.com
Terms: 0.00 %
Days: 30

Shipping Method: Vendor Method
Delivery Type:
FOB: FOB Dest, Freight Allowed

Modification Reason

Amendment No.2 exercises the annual renewal option to extend the termination date to 06/21/2025 and adds the shared annual award amount of $343,850.00 for a cumulative not-to-exceed contract amount of $1,031,550.00. Two (2) renewal options remain.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the soliciation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

MASTER AGREEMENT DETAILS

PIMA COUNTY

Master Agreement No: 22000000000000000152 **MA Version:** 7

Line	Description	Discount	UOM	Unit Price	Stock Code	VPN	MPN
1	Goodrich Crowder Sheave Assembly, P/N 42315.72	0.0000 %	EA	$1,348.25			
2	Concord Battery, P/N RG-390E #42315.72	0.0000 %	EA	$3,493.18			
3	Hoist Cable, P/N 44301-350	0.0000 %	EA	$3,603.83			
4	Landing Gear Spring Blades, P/N 350A41-1076-20	0.0000 %	EA	$939.41			
5	Starter Generator Rebuild, P/N 515-030 (inc parts/labor)	0.0000 %	EA	$6,750.00			
6	Spherical Bearing, P/N 11-7775P	0.0000 %	EA	$962.52			
7	Tail Rotor Root Tape, P/N 355A12-5100-0051	0.0000 %	EA	$773.58			
8	Crash Resistant Fuel Cell (*build & installation inc parts/l	0.0000 %	EA	$88,143.73			
9	12-year AS350B3e Helicopter Inspection (due 11/2023)	0.0000 %	EA	$61,500.00			
10	Starflex Star, Main Rotor Hub, P/N 350A31191800	0.0000 %	EA	$53,860.64			
11	Tail Rotor Servo Actuator, P/N 704A44831142 Due November 20	0.0000 %	EA	$8,000.00			
12	Main Rotor Servo Actuator, P/N 704A44831102 (or …1103)	0.0000 %	EA	$18,000.00			
13	Specialty Tooling (flat rental rate)	0.0000 %	EA	$200.00			
14	Labor	0.0000 %	HOUR	$120.00			
15	Hose ASM Kit, 1741327	0.0000 %	EA	$1,271.49			
16	O Ring, 3,6X12-60C7	0.0000 %	EA	$16.63			
17	Panel, Aft, 350A21002609A2	0.0000 %	EA	$13,711.43			
18	Freeform	0.0000 %		$0.00			

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Requisition

Req. Number
173092

Req. Date: 4/21/2025

Department Contact:	Ship to:	Supplier:
HANSEN, JENNIFER Phone: - Branch Plant: SHERIFF Fund Source: SHERIFF'S GRANTS	SHERIFF 971 N JASON LOPEZ CIRCLE BLDG C FLORENCE AZ 85132	H.E.R.O.S. INC 560 NORTH 54TH ST, #9 CHANDLER AZ 85226 Phone: - Fax: -

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

Requested Delivery Date: 4/25/2025
Payment Terms: Net 30
Shipping Terms: FOB Destination

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

Contract Entity City of Mesa
Contract Number 19003226
Contract Expiry 8/31/2027

Reference: Vendor Contact: HEROS 560 North 54th St. Suite #9 Chandler AZ. 85226 Tel: (480) 536 - 9207 E-mail: blake@herosinc.com

RR M250-C20B Series Engine Assembly - 2025 Overhaul Parts Supplement

Department Contact Luis Mundo 520-705-0271 Luis.Mundo@pinal.gov James Rimmer 520-709-1494 james.rimmer@pinal.govJen Hansen 520-866-5144 jen.hansen@pinal.gov

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	1.00	EA	6890550	Compressor - Overhaul ..	$90,481.19	$90,481.19
2.00	1.00	EA	6894171	Gearbox - Overhaul	$42,855.25	$42,855.25
3.00	1.00	EA	23038244	Turbine - Overhaul	$197,788.94	$197,788.94
4.00	1.00	EA	6897191	Engine - Hard Lines, packings,	$18,371.06	$18,371.06
5.00	1.00	EA	23070607	Fuel Control - Overhaul	$24,510.00	$24,510.00
6.00	1.00	EA	M250-10603	Fuel Nozzle - Overhaul	$2,400.00	$2,400.00
7.00	1.00	EA	6899253	Fuel Pump - Overhaul	$8,479.00	$8,479.00
8.00	1.00	EA	23053176	Bleed Valve - Overhaul	$1,050.00	$1,050.00
9.00	1.00	EA	23086750	PT Governor - Overhaul	$14,855.00	$14,855.00
10.00	1.00	EA	6887190	Engine - Functional Test	$4,375.00	$4,375.00
11.00		LS	TAX	Estimated Parts Tax	$35,939.73	$35,939.73
12.00		LS	CREDIT	Customer Requested Credit	($45,153.77)	($45,153.77)

Req. Number
173092

Req Date: 4/21/2025

Total Order: $395,951.40

CREATE PURCHASE ORDER INFORMATION

RFPO Number:

PCSO CONTACT:	Luis Mundo
EMAIL:	Luis.Mundo@pinal.gov
PHONE:	520-705-0271

AMOUNT:	$395,951.40
VENDOR/SUPPLIER:	HEROS
W9 Contract Number:	City of Mesa 19003226

VENDOR CONTACT:	Blake Davies
EMAIL:	blake@herosinc.com
PHONE:	(480) 536 - 9207

AIRCRAFT:	N/a
REGISTRATION:	N/a
SERIAL NUMBER:	N/a

GRANT:

YES:	✓
NO:	

GRANT:	220433-02
AMOUNT:	$395,951.40

Unit Budget:

YES:	
NO:	✓

COST CENTER:	
AMOUNT:	

CAPITAL ASSET:

YES:	✓
NO:	

NAME:	Optimized C20 Engine
PART NUMBER:	6887191
SERIAL NUMBER:	AE-40486

NAME:	
PART NUMBER:	
SERIAL NUMBER:	

If there are more than three (3) assets a seperate form will be provided.

NAME:	
PART NUMBER:	
SERIAL NUMBER:	

COMMENT:

The funding for this is coming out of the 18AC-00-ACFT AIRCRAFT MX PHASE & PARTS line item of that grant.

This engine will have to be capitalized as it is an upgrade and not just a repair as a unit along with AZDHS equipment tagging.

-END-

FAA CRS HEFR202K EASA 145.5929

RR M250-C20B Series Engine Assembly - 2025 Overhaul Parts Supplement

560 North 54th St. Suite #9 Chandler AZ. 85226

Tel: (480) 536 - 9207 E-mail: blake@herosinc.com

W/O# 240905 S/N: AE-40486 TT: 4500.3 TSO: 1716.3

Customer: Pinal County Sheriff **Attention:** Luis Mundo

Part Number Received: 6887191 **Contract:** City of Mesa 19003226

Part Number Out: 6887191

Item	Qty	Cond	Part Number	Description	Parts	Labor	Total
1	1	OHC	6890550	**Compressor** - Overhaul	$80,021.19	$10,460.00	$90,481.19
2	1	OHC	6894171	**Gearbox** - Overhaul	$23,440.25	$19,415.00	$42,855.25
3	1	OHC	23038244	**Turbine** - Overhaul	$170,388.94	$27,400.00	$197,788.94
4	1	OHC	6897191	**Engine** - Hard Lines, packings, seals, assembly	$8,826.06	$9,545.00	$18,371.06
5	1	OHC	23070607	**Fuel Control** - Overhaul (From WO 25064)	$18,885.00	$5,625.00	$24,510.00
6	1	OHC	M250-10603	**Fuel Nozzle** - Overhaul	$1,440.00	$960.00	$2,400.00
7	1	OHC	6899253	**Fuel Pump** - Overhaul	$5,654.00	$2,825.00	$8,479.00
8	1	OHC	23053176	**Bleed Valve** - Overhaul	$630.00	$420.00	$1,050.00
9	1	OHC	23086750	**PT Governor** - Overhaul (From WO 25063)	$11,480.00	$3,375.00	$14,855.00
10	1	SV	6887190	**Engine** - Functional Test	$125.00	$4,250.00	$4,375.00
				TOTAL ENGINE REPAIR PRICE:	***$320,890.44***	***$84,275.00***	***$405,165.44***

Estimated Parts Tax:	***11.20%***	***$35,939.73***
Sub-Total		***$441,105.17***
Customer Requested Credit Applied:		***-$45,153.77***
TOTAL OVERHAUL COST INCLUDING ESTIMATED SALES TAX:		**$395,951.40**

NOTICE REGARDING PMA PARTS

Rolls-Royce does not warrant Third Party Material, such as PMA or non-qualifying MSP parts, and any secondary or consequential damage resulting from the failure of these parts will not be the responsibility of Rolls-Royce.
Please sign below acknowledging your preference as the customer to install PMA parts where applicable.

FAA CRS HEFR202K EASA 145.5929

RR M250-C20B Series Engine Assembly - 2025 Overhaul Parts Supplement

560 North 54th St. Suite #9 Chandler AZ. 85226

Tel: (480) 536 - 9207 E-mail: blake@herosinc.com

W/O# 240905 S/N: AE-40486 TT: 4500.3 TSO: 1716.3

Customer:	**Pinal County Sheriff**	**Attention:**	**Luis Mundo**
Part Number Received:	**6887191**	**E-Mail:**	luis.mundo@pinal.gov
Part Number Out:	**6887191**	**PO:**	

Acknowledgement of PMA statement and approval to install PMA Parts: _____

Print Name & Sign

H.E.R.O.S. RESERVES THE RIGHT TO ADJUST THE TOTAL OVERHAUL/REPAIR COST SHOWN HERE UP TO 5% TO COVER ANY COSTS ASSOCIATED WITH PRICE INCREASES, PARTS AVAILABILITY AND/OR ANY OTHER UNFORESEEN CONDITIONS. THE FINAL INVOICE WILL REFLECT ANY ADJUSTMENTS AS NECESSARY. PRICE ADJUSTMENTS GREATER THAN 5% WILL BE QUOTED & APPROVED BY THE CUSTOMER PRIOR TO COMPLETING WORK.

By accepting this quote, you acknowledge having received, reviewed and accepted our warranty policy. Copies of our current policy are available upon request or on our web site at www.herosinc.com.

NOTICE TO CUSTOMER

INSPECTION, REPAIR AND/OR OVERHAUL IS PERFORMED USING METHODS & PROCEDURES DESCRIBED IN THE ROLLS - ROYCE TECHNICAL PUBLICATIONS, STANDARD SHOP PRACTICES & OTHER FAA APPROVED PROCEDURES. THIS ESTIMATE HAS BEEN PREPARED IN CONSIDERATION OF USING FAA APPROVED PMA PARTS, FAA/DER APPROVED REPAIRS AS WELL AS ORIGINAL EQUIPMENT (OEM) PARTS. APPROVAL OF THIS ESTIMATE CONSTITUTES YOUR ACCEPTANCE & AUTHORIZATION FOR USAGE OF THESE PARTS.

THIS QUOTATION IS VALID FOR 20 DAYS ONLY.

PLEASE BE ADVISED THAT IN CASE THIS COST ESTIMATE IS NOT APPROVED, WITHIN 20 DAYS FROM DATE OF THIS QUOTATION, AND NO OTHER SPECIAL ARRANGEMENTS HAVE BEEN MADE TO EXTEND THE 20 DAYS PERIOD, WE WILL, EITHER RETURN THE UNIT IN AS - IS CONDITION AND / OR WE MAY CLOSE THE WORK ORDER FILE AND ISSUE AN INSPECTION FEE OF $12,500.00 TO COVER OUR EXPENSES. IF APPROVED BY YOU, WE MAY STORE THE UNIT FOR ANOTHER 90 DAYS IN OUR FACILITY. UNLESS OTHER ARRANGEMENTS ARE MADE, WE WILL RETURN THE UNIT AFTER 90 DAYS.

Quoted By: **Blake Davies** Date: 3-Apr-2025

Approved By: _____ Date: _____

Print Name & Sign

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2024191
HELICOPTER ENGINE-PARTS, REPAIR AND OVERHAUL SERVICES

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Procurement Services
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Jess Romney, NIGP-CPP, CPPB Procurement Supervisor
E-Mail	Jess.Romney@MesaAZ.gov
Phone	(480) 644-5798

With a copy to: City of Mesa – Police Department
Attn: Amy Dame
Management Assistant I
P.O. Box 1466
Mesa, AZ 85211-1466
Amy.Dame@MesaAZ.gov

AND

H.E.R.O.S. INC., ("Contractor")

Mailing Address	560 N. 54th Street Suite #9
	Chandler, AZ 85226
Remit to Address	
Attention	Blake Davies Director of Sales
E-Mail	Blake@herosinc.com
Phone	(661) 310-8570
Fax	

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 27th day of August 2024, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **H.E.R.O.S. Inc.**, a(n) Arizona corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued Solicitation number **2024191** ("Solicitation") for **Helicopter Engine-Parts, Repair and Overhaul Services**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **September 1, 2024** and ending on **August 31, 2027**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

    1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.

    1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.

2. **Scope of Work**. The Contractor will provide the necessary staff, services, and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

    The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders are placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

    a. Agreement
    b. Exhibits
        1. Mesa Standard Terms & Conditions
        2. Scope of Work
        3. Other Exhibits not listed above
    c. Solicitation including any addenda
    d. Contractor Response

5. **Payment.**

    5.1 **General**. Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

    5.2 **Prices**. All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance, and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

    The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

    No price modifications will be accepted without proper request by the Contractor and response by the City's Procurement Services Division.

    5.3 **Price Adjustment**. Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustments in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

    During the sixty (60) day period before Contract annual anniversary date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

    5.4 **Renewal and Extension Pricing**. Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

    5.5 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing

or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of service or delivery;
g. Description of materials or services provided;
h. If materials provided, the quantity delivered and pricing of each unit;
i. Applicable Taxes;
j. If applicable, mileage or travel costs; and
k. Total amount due.

5.6 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.

5.7 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance**.

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or before the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Before the execution of the Agreement, Contractor shall verify insurance coverage and may be asked to will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional

insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

6.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Products and Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials, or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

6.9.3 Automobile liability, bodily injury, and property damage with a limit of $1 million per occurrence including owned, hired, and non-owned autos.

7. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after the receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth in the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9. **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

10. **Mesa Standard Terms and Conditions**. **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will

control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

11. **Counterparts and Facsimile or Electronic Signatures**. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:

    - (A) Scope of Work
    - (B) Pricing
    - (C) Mesa Standard Terms and Conditions

13. **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation-related costs and fees from the other Party.

14. **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: _____
Edward Quedens
cn=Edward Quedens, o=City of Mesa, ou=Business Services Director / City of Mesa, email=ed.quedens@mesaaz.gov, c=US
2024.08.27 09:39:52 -07'00'

Printed Name

Title

Date

H.E.R.O.S. INC.

By: _____

Raffi Kajberouni
Printed Name

President & General Manager
Title

August 16, 2024
Date

REVIEWED BY:

By: _____
Jess Romney, NIGP-CPP, CPPB
Procurement Supervisor

EXHIBIT A
SCOPE OF WORK

1. **MINIMUM QUALIFICATIONS:** Contractor shall maintain a regularly established place of business, complete with necessary shop equipment and tools, testing facilities, replacement parts and accessories and appropriately trained shop personnel. Contractor shall be a maintenance center that can provide scheduled or unscheduled maintenance, inspection, repair, overhaul and/or modification of Rolls-Royce Gas Turbine 250-C30 series Rolls-Royce engine modules and accessories. Contractor shall also have an onsite approved test cell and shall comply with current Rolls-Royce Gas Turbine Operation and Maintenance Manuals CSP21—7 and 14W2, Federal Aviation Administration Airworthiness Directives (ADs) and Rolls-Royce Gas Turbine Mandatory Commercial Engine Bulletins (CEBs) that are appropriate at the time of maintenance action.

2. **PRICING:** Parts pricing shall be quoted as a percentage off discount to be applied against the manufacturer's published price list. Discounts quoted must be firm and fixed for the duration of the contract. Upon request, labor rates may be adjusted annually, upon approval from City. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If City agrees to the adjusted price terms, City shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey. Hourly labor rates for repair or overhaul work shall remain firm and fixed for each one (1) year period.

   Prices on these lists shall be firm for at least the first sixty (60) days of the proposed contract period. Thereafter, copies of new or revised price lists shall be sent to the City's Police Aviation Maintenance Section and City Purchasing Division at least thirty (30) days prior to their proposed effective date. Increased prices on new price lists shall not be retroactive. The mailing addresses are: City of Mesa, Police Aviation Maintenance Section, 5110 E. Falcon Dr., Mesa, AZ 85215 and City of Mesa, Purchasing, P.O. Box 1466, Mesa, AZ 85211-1466.

3. **QUANTITIES/ORDER PLACEMENT:** Where quantities or estimated expenditures are listed, they represent the City's best estimate of requirements, but shall not bind the City to purchase or pay for any item or service not actually required. Parts and services will be ordered on an "as needed" basis by authorized personnel from the Police Aviation Unit Maintenance Section throughout the contract period. The total annual expenditures for this contract are estimated at $500,000.00. Contractor is advised that actual needs may vary substantially, either greater or less, and no guarantees are expressed or implied.

4. **WRITTEN ESTIMATES:** Prior to commencement of any maintenance, repair and/or overhaul work, Contractor shall be required to furnish a ***written estimate*** of all repair procedures. Contractor shall, upon request or when applicable, quote new, overhauled, overhauled-exchanged, reworked and/or serviceable used.

   No work shall proceed without the City's acceptance and written authorization. During the course of repairs, if Contractor finds that the actual cost or repairs will exceed the estimate by more than 5% or $500, whichever is less, Contractor shall provide written notification for additional charges prior to performing that phase of the work. If additional work is approved, the City will provide written authorization to Contractor.

5. **QUALITY STANDARDS FOR PARTS:** All new, overhauled and/or exchanged parts, including hardware and accessories supplied by Contractor, must have originated from a source approved by Rolls-Royce Gas Turbine (for Rolls-Royce parts) or a Federal Aviation Administration Parts Manufacturing Approved Facility or (for other parts) an overhaul center approved by the relevant part manufacturer.

6. **DELIVERY/RETURN REQUIREMENTS:** All parts and/or materials ordered under this contract shall be delivered to the City within five (5) working days after receipt of an order. If additional lead time is expected, the delay must be communicated to the Mesa Police Aviation Unit at the time that the part and/or component is ordered or received for repair, overhaul or overhaul-exchange. All

scrapped parts and/or parts that are not re-installed due to time life considerations are to be returned to the Mesa Police Aviation Unit, tagged as such, with reason for rejection or removal, and time life remaining, as applicable.

6.1 **Overhaul Schedule.** Any maintenance inspection, rework, or overhaul of the complete engine shall be completed within forty-five (45) calendar days after receipt of the part/item to be inspected, repaired or overhauled.

6.2 **Shipping/Freight Cost.** Prices for engine parts, components and accessories shall be quoted FOB Destination freight prepaid and allowed to Mesa, Arizona (see address below). Contractor shall be responsible for the cost of all shipping and insurance charges for all parts, components and engine accessories. Additional shipping cost, to include any fuel surcharges, or C.O.D. will not be accepted. The engine part, component and accessory price quoted must include all shipping and insurance charges.

The only exception allowed would be in the event an engine part, component and/or accessory is ordered by Mesa Police Aviation Unit on an Aircraft On Ground (AOG), or expeditious manner, (overnight, second day or Saturday delivery). These charges would then need to be indicated on the invoice in addition to the actual engine part, component and/or accessory that was ordered.

Shipping and insurance charges for the complete engine and turbine section module shall be specified on the Pricing and Compensation pages (see Attachment A) to be downloaded as a separate document and submitted with response.

All shipping charges incurred due to a warranty repair will be paid by Contractor.

All deliveries shall be shipped to the following address:

Mesa Police Department Aviation Unit
5110 E. Falcon Drive
Mesa, Arizona 85215

7. **REPORTING REQUIREMENTS:** Prior to/or accompanying the delivery of any engine parts, components, accessories, completed repairs, maintenance, overhaul or exchanged part, whether for scheduled or unscheduled maintenance, inspection or repair purposes, Contractor shall furnish the following:

A. Copies of the tear down report(s) and inspection form(s) for the work completed;
B. All parts and component times updated;
C. Completed logbook entries and records in accordance with Federal Aviation Regulation (FAR), Part 43; and
D. Certificates or conformances to approve Federal Aviation Administration (FAA) airworthiness standards.

8. **WARRANTY:** Contractor shall state hour and/or calendar life warranty for all work performed and for all parts provided and specify whether warranty period begins at completion of work, or actual in-service/installation date/time in the space provided on the Pricing and Compensation pages.

Defective parts or workmanship shall be corrected or replaced at the Mesa Police Aviation Unit within five (5) working days for engine accessories/components, and within three (3) working days for a complete engine or turbine section after notification of the defect by the Mesa Police Aviation Unit.

All shipping charges incurred due to a Warranty repair shall be paid by Contractor.

9. **INVOICING:** Invoices shall be tendered for each individual order of engine parts, components, accessories and/or completed repairs, engine or module overhaul and maintenance. Each invoice shall be uniquely numbered and shall include an itemized breakdown of labor hours, cost of materials and related supplies, plus the serial number of applicable components worked on. A copy of the invoice shall also accompany each shipment.

Invoices shall be mailed to: City of Mesa Police Fiscal, F210 Police, MS 6610, P.O. Box 16795,

Mesa, AZ 85211-6795. Payment terms shall be net thirty (30) days. A prompt payment discount may be offered in the space provided on the Vendor Questionnaire.

10. **BASIS OF AWARD:** The contract award will be on an "all or none basis," but the City reserves the right to award primary and secondary contracts. The secondary contract will be used in the event the primary Contractor is unable to perform within as required/requested by the City. Repeated incidents of inability to perform may be grounds for contract termination.

11. **ENGINE POWER SPECIFICATIONS:**

- Minimum of 5% above specified engine horsepower at the cruise performance point (557 SHP) for the Rolls-Royce Rolls-Royce250-C30 after the completion of an engine and/or turbine overhaul. Comply with all recommended engine Commercial Engine Bulletins (C.E.B.'s).

- Full Performance test run with all test data provided whenever an engine or turbine is overhauled, compressor and/or turbine repairs are performed.

12. **ENGINE LOANER SPECIFICATIONS:**

- A loaner engine shall be available (including if Contractor needs to obtain loaner from another Contractor) at no charge to the City, to the Mesa Police Aviation Unit in the event the overhaul schedule called out in Section 5.1 above is not met.

- Unscheduled repairs on the loaner engine are Contractor's responsibility and may be coordinated with Mesa Police Department mechanics for access and/or assistance.

- Due to the emergency nature of the Police Department's services, a rental engine and listed components meeting the same specifications listed in Technical Specifications Section 10 must be available at the cost specified in the Pricing and Compensation pages Item #54 through #67. The rental engine and components shall be in good working order.

EXHIBIT B
PRICING

Pursuant to all the contract specifications enumerated and described in this Agreement, Contractor agrees to furnish **Helicopter Engine Parts, Repair & Overhaul Services** to the City of Mesa at the price(s) stated below.

CATEGORY I - PRICE LIST AGAINST WHICH DISCOUNT APPLIES POINTS POSSIBLE = 20 (3.333 Points for each Line Item)			
Discounts: Discounts shall be based on current Rolls-Royce 250-C20R/2 and 250-C30 Series engines' price list as published by Rolls-Royce including sub-contracted vendors/shops.	**Effective Date of Price List**	**Identifying Number of Price List**	**Percent Discount from Price List**
Bid on **New Parts**:			
a) Rolls-Royce 250-C20R/2, Outright	12/19/2023	2024 Price Catalog	10%
b) Rolls-Royce 250-C30, Outright	12/19/2023	2024 Price Catalog	10%
c) Rolls-Royce 250-C20/R, Embodied	12/19/2023	2024 Price Catalog	10%
d) Rolls-Royce 250-C30, Embodied	12/19/2023	2024 Price Catalog	10%
e) Tools	TBD	Various	TBD
f) Contractor/subcontractor O/H exchange and rework price list	6/3/2024	Accessory 2024 Rev 1	5%
Winning Vendor shall furnish a copy of all current price lists (paper or electronic) to the City of Mesa Aviation Maintenance Section.			

Item No.	CATEGORY IIa OVERHAUL PRICES FLAT RATE PRICE FOR EACH ITEM POINTS POSSIBLE = 50	Est. Qty.	Unit Price	UOM	Estimated Price
1	Rolls-Royce 250-C20R/2 Compressor Module	1	NA Add #1	EA	$0.00
2	Rolls-Royce 250-C30 Compressor Module	1	$16,440.68	EA	$16,440.68
3	Rolls-Royce 250-C20R/2 Gearbox Module	1	NA Add #1	EA	$0.00
4	Rolls-Royce 250-C30 Gearbox Module	1	$27,565.00	EA	$27,565.00
5	Rolls-Royce 250-C20R/2 Turbine Module	1	NA Add #1	EA	$0.00
6	Rolls-Royce 250-C30 Turbine Module	1	$36,142.65	EA	$36,142.65
7	Hot Section Inspection, 1750 hour HMI, with #1 & #2 wheel replacement for Rolls-Royce 250-C20R/2 (enhanced)	1	NA Add #1	EA	$0.00
8	2000 Hour Inspection with #1 & #2 wheel replacement for Rolls-Royce 250-C30	1	$77,775.10	EA	$77,775.10
9	Fuel Control P/N 23070609	1	NA Add #1	EA	$0.00
10	Fuel Control P/N 23087146	1	$13,500.00	EA	$13,500.00
11	Governor P/N 23065123	1	NA Add #1	EA	$0.00
12	Governor P/N 23086751 Update to P/N M250-10836	1	$13,000.00	EA	$13,000.00
13	Bleed Valve P/N 23073207	1	NA Add #1	EA	$0.00
14	Bleed Valve P/N 23073353	1	$2,850.00	EA	$2,850.00
15	Fuel Nozzle P/N 23077068	1	NA Add #1	EA	$0.00
16	Fuel Nozzle P/N M250-10604	1	$2,600.00	EA	$2,600.00
17	Fuel Pump P/N 23051981 MFP-262 (High Pressure)	1	NA Add #1	EA	$0.00
18	Fuel Pump P/N 23074707 Basic Overhaul	1	$7,250.00	EA	$7,250.00
19	Combustion Liner, 250-C20R	1	NA Add #1	EA	$0.00
20	Combustion Liner, 250-C30	1	$3,950.00	EA	$3,950.00
21	GP Support,250-C20R	1	NA Add #1	EA	$0.00
22	GP Support,250-C30	1	$2,450.00	EA	$2,450.00
23	PT Support, 250-C20R	1	NA Add #1	EA	$0.00
24	PT Support, 250-C30	1	$3,250.00	EA	$3,250.00
25	PT Sump Cover, 250-C20R	1	NA Add #1	EA	$0.00
26	PT Sump Cover, 250-C30	1	$2,850.00	EA	$2,850.00
27	Exhaust Collector, 250-C20R	1	NA Add #1	EA	$0.00
28	Exhaust Collector, 250-C30	1	$1,750.00	EA	$1,750.00
				CATEGORY IIa TOTAL	**$211,373.43**

Item No.	CATEGORY IIb OVERHAUL/REWORK EXCHANGE PRICES FLAT RATE PRICE FOR EACH ITEM POINTS POSSIBLE = 25	Est. Qty.	Unit Price	UOM	Estimated Price
29	Fuel Control P/N 23070609	1	NA Add #1	EA	$0.00
30	Fuel Control P/N 23087146	1	$13,500.00	EA	$13,500.00
31	Governor P/N 23065123	1	NA Add #1	EA	$0.00
32	Governor P/N 23086751	1	$13,000.00	EA	$13,000.00
33	Bleed Valve P/N 23073207	1	NA Add #1	EA	$0.00
34	Bleed Valve P/N 23073353	1	$2,850.00	EA	$2,850.00
35	Fuel Nozzle P/N 23077068	1	NA Add #1	EA	$0.00
36	Fuel Nozzle P/N M250-10604	1	$2,600.00	EA	$2,600.00
37	Fuel Pump P/N 23051981 MFP-262 (High Pressure)	1	NA Add #1	EA	$0.00
38	Fuel Pump P/N 23074707 Basic Overhaul	1	$7,200.00	EA	$7,200.00
39	Combustion Liner, 250-C20R	1	NA Add #1	EA	$0.00
40	Combustion Liner, 250-C30	1	$3,950.00	EA	$3,950.00
41	GP Support,250-C20R	1	NA Add #1	EA	$0.00
42	GP Support,250-C30	1	$7,500.00	EA	$7,500.00
43	PT Support, 250-C20R	1	NA Add #1	EA	$0.00
44	PT Support, 250-C30	1	$7,950.00	EA	$7,950.00
45	PT Sump Cover, 250-C20R	1	NA Add #1	EA	$0.00
46	PT Sump Cover, 250-C30	1	$2,850.00	EA	$2,850.00
47	Exhaust Collector, 250-C20R	1	NA Add #1	EA	$0.00
48	Exhaust Collector, 250-C30	1	$7,800.00	EA	$7,800.00
				CATEGORY IIb TOTAL	$69,200.00

Item No.	CATEGORY IIIa FLAT RATE PRICE POINTS POSSIBLE = 10	UNIT PRICE FOR ONE EACH (In US Dollars including Discount)
49	Test Cell Fee, TOTAL Cost for Full Performance Test Run	$4,500.00

Item No.	CATEGORY IIIb LABOR RATES POINTS POSSIBLE = 10	UNIT PRICE PER HOUR (In US Dollars including Discount)	
50	On-Site Technical Assistance Rate (24hr Call in Support No Charge)	No Charge	/hr
51	Standard Shop Rate	$165.00	/hr
52	Overtime Rate	$247.50	/hr
53	After-Hours Call-Out Rate	$247.50	/hr

Item No.	CATEGORY IIIc RENTAL RATES POINTS POSSIBLE = 10	UNIT PRICE PER HOUR (In US Dollars including Discount)	
54	Rolls-Royce 250-C20R/2 Engine Assembly	NA Add #1	/hr
55	Rolls-Royce 250-C30 Engine Assembly	$245.00	/hr
56	Rolls-Royce 250-C20R/2 Turbine Assembly	NA Add #1	/hr
57	Rolls-Royce 250-C30 Turbine Assembly	$125.00	/hr
58	Rolls-Royce 250-C20R/2 Compressor Assembly	NA Add #1	/hr
59	Rolls-Royce 250-C30 Compressor Assembly	$85.00	/hr
60	Rolls-Royce 250-C20R/2 Rental Re-Certification Fee	NA Add #1	Flat Fee
61	Rolls-Royce 250-C30 Rental Re-Certification Fee	No Charge	Flat Fee
62	Fuel Control as Specified in Item No. 9	NA Add #1	/hr
63	Fuel Control as Specified in Item No. 10	$25.00	/hr
64	Governor as Specified in Item No. 11	NA Add #1	/hr
65	Governor as Specified in Item No. 12	$20.00	/hr
66	Fuel Pump as Specified in Item No. 17	NA Add #1	/hr
67	Fuel Pump as Specified in Item No. 18	$15.00	/hr

Item No.	FREIGHT CHARGES Points Possible = 25	UNIT PRICE (In US Dollars including Discount)
68	Rolls Royce 250-C20R/2 and/or Rolls-Royce 250-C30 complete engine in an approved shipping container, from the Mesa Police Aviation Unit Hangar to your facility and returned to the Mesa Police Aviation Unit Hangar. (Including Insurance Charges.)	NA Add #1
69	Rolls Royce 250-C20R/2 and/or Rolls-Royce 250-C30 turbine assembly, complete from the Mesa Police Aviation Unit Hangar to your facility and returned to the Mesa Police Aviation Unit Hangar. (Including Insurance Charges.)	No charge pick up and delivery via HEROS Company Truck Mesa AZ.

WARRANTY INFORMATION

The contractor will state hour or calendar life warranty on work performed on the engine(s) for modification, overhaul, and/or repair of the engine, engine modules and/or engine accessories.

Item No.	Workmanship	Hours	Months	Warranty Begins Date (Circle One Option Below)
70	Engine Component/ Accessories Overhaul	300	6	Work Completion
71	Module Overhaul (Turbine, Compressor)	1000	12	Work Completion
72	Complete Engine Assembly Overhaul & Repair	1000/300	12/6	Work Completion
73	Parts Purchased Outright	1000	12	Work Completion

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 2.00% removed from the taxable item(s) for the purpose of award evaluation (I.25).

FOB: Destination, Freight Prepaid and Allowed.

Freight Costs: Unit prices should include all Shipping and Transportation Costs.

No fuel surcharges will be accepted.

Vendor Name: HEROS Inc. 6/26/2024

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against City, Contractor will defend, indemnify, and hold harmless City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create or will create, any benefits, rights, or responsibilities for any third parties.

6. **NON-EXCLUSIVITY.** City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in writing and signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to City's satisfaction any programs, procedures, and other activities used to ensure compliance.

   b. **Drug-Free Workplace.** Contractor is hereby advised that City has adopted a policy establishing a drug-free workplace for itself and those doing business with City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to

prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to t City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of City.

   iii. To ensure Contractor and its subcontractors are complying with Contractor Immigration Warranty, City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist City in regard to any random verification performed.

   iv. Neither Contractor nor any subcontractor will be deemed to have materially breached Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of City of Mesa to promote nondiscrimination. As such, Contractor represents and warrants that it does not discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information (collectively, "protected status") in employment, housing, or facilities, establishments, accommodations, services, commodities, or use offered to or enjoyed by the general public. Contractor further represents and warrants that it does not, on the basis of protected status, refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment. In performance of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and executive orders regarding non-discrimination including, but not limited to, the following (as amended): Title VII of the U.S. Civil Rights Act of 1964; Section 504 of the Federal Rehabilitation Act; Age Discrimination Act of 1967; Equal Pay Act of 1963; and Americans with Disabilities Act of 1990.__

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to City.

f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

g. **Forced Ethnic Uyghur Labor Prohibition.** In accordance with the requirements of A.R.S. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) 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.

h. **Termination for Violation of Forced Ethnic Uyghur Labor Prohibition.** If, after providing the certification described in (g), Contractor becomes aware that it is not in compliance with the certification, it shall notify City within five (5) business days of becoming aware of the noncompliance. Contractor acknowledges that it must remedy the noncompliance and provide written certification of that within 180 days after notifying City of its noncompliance. If Contractor fails to remedy the noncompliance and provide the written certification within 180 days, the contract shall terminate immediately.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of City, or should otherwise claim City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify City for any tax liability, interest, and penalties imposed upon City.

b. City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. City is <u>not</u> exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due City or fees and charges owed to City.

12. **PUBLIC RECORDS.** Contractor acknowledges that City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

a. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified City pursuant to Mesa Procurement Rules Section 2.1 or notified City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.

b. In the event City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Pursuant to A.R.S 41-2548 and A.R.S. 32-214, Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by City. The audit of records may occur at Contractor's place of business or at City offices, as determined by City.

14. **BACKGROUND CHECK.** In accordance with City's current background check policies, City may conduct criminal, driver history, and all other requested background checks of Contractor personnel

who would perform services under the Agreement who will have access to City's information, data, or facilities. Any officer, employee, or agent who fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from City, remove any such individual from the performance of services under this Agreement.

16. **DEFAULT.**

a. A party will be in default of the Agreement if that party:

i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in City Procurement Rules Article 7 or in an illegal manner;

iv. Fails to carry out any term, promise, or condition of the Agreement; or

v. Is debarred from participating in City procurements and solicitations in accordance with Article 6 of City's Procurement Rules.

b. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety, or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

c. **Anticipatory Repudiation.** Whenever City in good faith has reason to question Contractor's intent or ability to perform, City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, City may treat this failure as an anticipatory repudiation of the Agreement entitling City to terminate the Agreement in accordance with section 17(a) below.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, City may recover the excess cost by: (i) requiring immediate reimbursement by Contractor to City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in

this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If City reasonably determines it does not have funds to meet its obligations under this Agreement, City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. City will make final payment within thirty (30) calendar days after City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION; LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless City, its elected officials, agents, representatives and employees (collectively, including City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services and/or materials provided under this Agreement by Contractor or its officers, agents, or employees (collectively, including Contractor, "Contractor Personnel"): (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will

apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.

b. City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like, and professional manner. City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to City, will provide materials or redo such services until in accordance with this Agreement and to City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice City's right to recover against third parties for any loss, destruction, or damage to City property and will, at City's request and expense, furnish to City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of City.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is <u>not</u> entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by City on an as needed basis, at the sole discretion of City. Any document referencing quantities or performance frequencies represent City's best estimate of current requirements, but will not bind City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of City and will not be used or released by Contractor or any other person except with prior written permission by City.

29. **USE OF NAME.** Contractor will not use the name of City of Mesa in any advertising or publicity without obtaining the prior written consent of City.

30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of City from representing another person (including Contractor) before City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to

City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow City to use, the materials and services being provided and that City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret, or other intellectual property right and must, without limitation, pay the costs, damages and attorney's fees awarded against City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs City may incur to acquire substitute supplies or services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Procurement Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor, or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing

board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members, and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors, and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by City's Procurement Services Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personal delivery, certified or registered mail with postage prepaid, overnight courier, facsimile, or email. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, facsimile, or email, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to City for a local public benefit (the definition of which includes a grant, contract, or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.

47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement and that the person signing on behalf of each is properly

authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

48. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.