



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 03/07/2023

* = Mandatory, information must be provided

or Procurement Director Award:

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

Inclusion Solutions, LLC (Headquarters: Evanston, IL)

***Project Title/Description:**

Franklin Voting Booths and Accessories

***Purpose:**

Award: Master Agreement No. MA-PO-23-133. This Master Agreement is for an initial term of one (1) year in the award amount of \$560,000.00 (including sales tax), and includes four (4) one-year renewal options with an estimated annual award amount of \$150,000.00 per renewal.

Administering Department: Elections.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.050, Sole source procurement, award of Requisition No. 23-154 is recommended to Inclusion Solutions, LLC, which has accepted the terms of County's Sole Source Procurement Agreement.

PRCUID: 476607

Attachment: Sole Source Procurement Agreement.

***Program Goals/Predicted Outcomes:**

To replace current voting booths with booths that are ADA compliant, and supports the ExpressVote adaptors, which is required to be used by voters with disabilities.

***Public Benefit:**

Public will have a better voting experience and will allow for space-saving at voting locations.

***Metrics Available to Measure Performance:**

Metrics will be measured by the durability of the units during travel to and from Voting Centers .

***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: MA Department Code: PO Contract Number (i.e., 15-123): 23-133
Commencement Date: 03/07/2023 Termination Date: 03/06/2024 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 560,000.00 * Revenue Amount: \$

*Funding Source(s) required: General Fund

Funding from General Fund? Yes No If Yes \$ % 100
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: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$
Is there revenue included? Yes No If Yes \$
*Funding Source(s) required:
Funding from General Fund? Yes No If Yes \$ %

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: Stephen M. Romero Digitally signed by Stephen M. Romero Date: 2023.02.09 09:46:37 -07'00' Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2023.02.09 09:48:08 -07'00'

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2023.02.09 12:59:29 -07'00' Telephone: 520-724-3021

Department Director Signature: Constance L. Hargrove Digitally signed by Constance L. Hargrove Date: 2023.02.09 13:05:53 -07'00' Date:

Deputy County Administrator Signature: Date:

County Administrator Signature: Date: 2/24/2023

Pima County Procurement Department

Administering Department: Elections

Project: Franklin Voting Booths and Accessories

Contractor: Inclusion Solutions, LLC
2000 Greenleaf St., Suite 3
Evanston, IL 60202

Amount: \$560,000.00

Contract No.: MA-PO-23-133

Funding: General Fund

SOLE SOURCE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona (“County”), and Inclusion Solutions, LLC (“Contractor”).
- 1.2. Purpose. The Pima County Elections Department requires the 4-Station Franklin Voting Booths and Accessories, which will give the stability support to setup an Express Vote ADA compliant voting device as required at each voting location under A.R.S. § 16-447 (A).
- 1.3. Authority. County selected Contractor pursuant to Pima County Procurement Code 11.12.050, Sole Source Procurement.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on March 7, 2023 and will terminate on March 6, 2024 (“Initial Term”). “Term,” when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an “Extension Option”). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with the services described in **Exhibit A: Accessible 4-Station Voting Booth Detailed Specification Sheet** (4 pages), upon demand. The Services must comply with all requirements and specifications in the Solicitation.

4. Key Personnel. Not applicable to this Agreement.

5. Compensation and Payment.

- 5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B Inclusion Solutions Sales Quote** (1 page). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-

existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.

- 5.2. Not-To-Exceed (NTE) Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$560,000.00 [first year] and \$150,000.00 (subsequent years 2-5) (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 5.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.6. Invoice Submittal. Invoices are to be sent to:

Pima County Finance & Risk Management – Accounts Payable
P.O. Box 791
Tucson, AZ 85701
- 5.7. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 23 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. Insurance. The Insurance Requirements herein are minimum requirements for this contract and in no way limit, the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

- 6.1. Minimum Scope and Limits of Insurance. Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from

liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

- 6.1.1. Commercial General Liability (CGL). Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.
 - 6.1.2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.
 - 6.1.3. Workers' Compensation (WC) and Employers' Liability. Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.
- 6.2. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.
- 6.2.1. Claims Made Coverage. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.
 - 6.2.2. Additional Insured Endorsement. The General Liability, Business Automobile, Technology E&O, Network Security & Privacy Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
 - 6.2.3. Subrogation Endorsement. The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - 6.2.4. Primary Insurance Endorsement. The policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

- 6.2.5. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 6.2.6. Subcontractors. Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 6.3. Notice of Cancellation. Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty- (30) day's advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.
- 6.4. Verification of Coverage. Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include.
- 6.4.1. County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate.
- 6.4.2. A notation of policy deductibles or SIRs relating to the specific policy.
- 6.4.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 6.5. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.
- 6.6. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.
- 6.7. Approval and Modifications. County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its

insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

- 7. Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
- 8. Laws and Regulations.**

 - 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
 - 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
 - 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
- 9. Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
- 10. Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 11. Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

- 12. Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- 13. Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
- 14. Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
- 15. Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
- 16. Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
- 17. Termination by County.**
- 17.1. Without Cause. County may terminate this Contract at any time, without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
- 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

18. Notice. Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

Pima County:

Terri Spencer, Procurement Director
Pima County Procurement Department
150 W. Congress, 5th Floor,
Tucson, AZ 85701
(520) 724-3722,
Terri.Spencer@pima.gov

Inclusion Solutions, LLC:

Hollister Bundy, esq., President
2000 Greenleaf St. Suite 3
Evanston, IL 60202
(847) 942-7847,
hbundy@inclusionsolutions.com

19. Non-Exclusive Contract. Not applicable to this Agreement.

20. Remedies. Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

21. Severability. Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

22. Use of County Data. Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

23. Books and Records. Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

24. Public Records.

24.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., this Contract and all documents submitted to County in relation to this Contract, including, but not limited to, pricing schedules, product specifications, and work plans are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

24.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that any documents submitted to County contain proprietary, trade secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

25. Legal Arizona Workers Act Compliance.

25.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

25.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

25.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

25.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

26. Grant Compliance. Not applicable to this Agreement.

27. Written Orders. County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

28. Counterparts. The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

29. Israel Boycott Certification. Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract 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.

30. Forced Labor of Ethnic Uyghurs. Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

31. Amendment. The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

32. Entire Agreement. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Sole Source Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

PIMA COUNTY

Chair, Board of Supervisors

Date

Inclusion Solutions, LLC.

Shirley Hughes

Authorized Officer Signature

Shirley Hughes COO

Printed Name and Title

2.7.23

Date

ATTEST

Clerk of the Board

Date

This contract template has been approved as to form by the Pima County Attorney's Office

APPROVED AS TO FORM

Exhibit A

ACCESSIBLE 4-STATION VOTING BOOTH

DETAILED SPECIFICATION SHEET

Booth Specifications

Accessible Voting Booth with 4 voter stations – one at an accessible and three at a standard height meeting the following dimensions and standards.

Polling Booth General Requirements

- All compartments are accessible on the horizontal plane to voters who use wheelchairs or voters who need to sit while marking their ballot.
- At least one writing table is at a lower level on the vertical plane.
- Writing shelves must be different color and “high contrast” from frame of booth.
- Specific Color Scheme of Red, White and Blue (as shown in photograph)
- One piece construction with no loose parts. No tools required for either assembly or dismantling.
- Telescopic leg assembly that “locks in place”. Spring button on inner leg of the telescopic leg assembly must have a no-collapse feature, for the safety of handlers and users with upgraded spring-back feature on legs
- Booths must include extension visors that provide additional privacy to voters with disabilities and others.
- Booths must contain industrial standard furniture casters for ease of transport. Casters may be at top or bottom of shelving area.
- Booths delivered in 3 ply corrugated board.
- Booth requires upgraded shelf catch
- Mechanism for ensuring shelf stays up
- Booths must fold up for easy storage and minimal footprint.
- Folded booth must be secured with strap and buckle.
- Booth must be available with curtain kit with no height limit if specified.
- Booth must include optional extra of a set of four booth lights



Booth Color

- Patriotic Red White and Blue Franklin Color Scheme – no substitutions

Specific Polling Booth Dimensions

- Assembled dimensions
 - 61" to frame top
 - 68"/70" to visor top (can be extended)
 - 37 ½ inches to standard writing shelf
 - 30 inches to seated/wheelchair/accessible shelf
 - 32 inch width between outside legs
- Writing Table Dimensions
 - Extended shelf depth for larger ballots of a full 20.5 inches
 - 20 ¾ across shelf
 - 29" across entire width of booth
- Packed Dimensions
 - 38 ½" length, 25 ¼" height, 9 ½" depth
 - Weight: Gross weight 48 lbs, net weight 42 lbs net weight

Framing/Exterior Components

- All-metal framing constructed from Aluminium extruded profile to 6060 T6 with minimum wall thickness of 1.5mm with framing and metal components anodised to AA5

Shelf Design

- Upgraded, reinforced shelf with additional rigidity (Improved, strengthened shelf from earlier version of product)
- Extended shelf
- Loops on shelves for ease of pulling shelf catch

Plastic/Shelf Components

- Twin wall Polycarbonate using UV stabilized Polycarbonate resin warranted for a period of 10 years against weather resistance and discolouring. Class 1 fire rating and thermal insulation properties with a K value of 3.1 w/m²/°C for 10mm sheet.
- Plastic injection mouldings manufactured to ISO 9001:2000

Fittings Components

- Buckles, fasteners, buttons, guide bushes, anti-rotational devices and other accessories on booth must be made from Nylon or Acetal.
 - Acetal is a crystalline thermoplastic polymer material. Acetal characteristically has excellent tensile strength, stiffness, surface hardness and chemical resistance. Acetal has excellent flexural memory and property retention when subjected to repeated loading. The normal short-term use temperature range is -40°F to +270°F (-40°C to +132°C). Physical properties remain consistent across a wide range of temperature, relative humidity, and weather conditions.
 - Delrin 500T is a toughened Acetal. This material possesses all of the positive attributes of standard Acetal combined with superior resistance to impact loads. Designed to withstand the toughest of environments and excessive treatment.

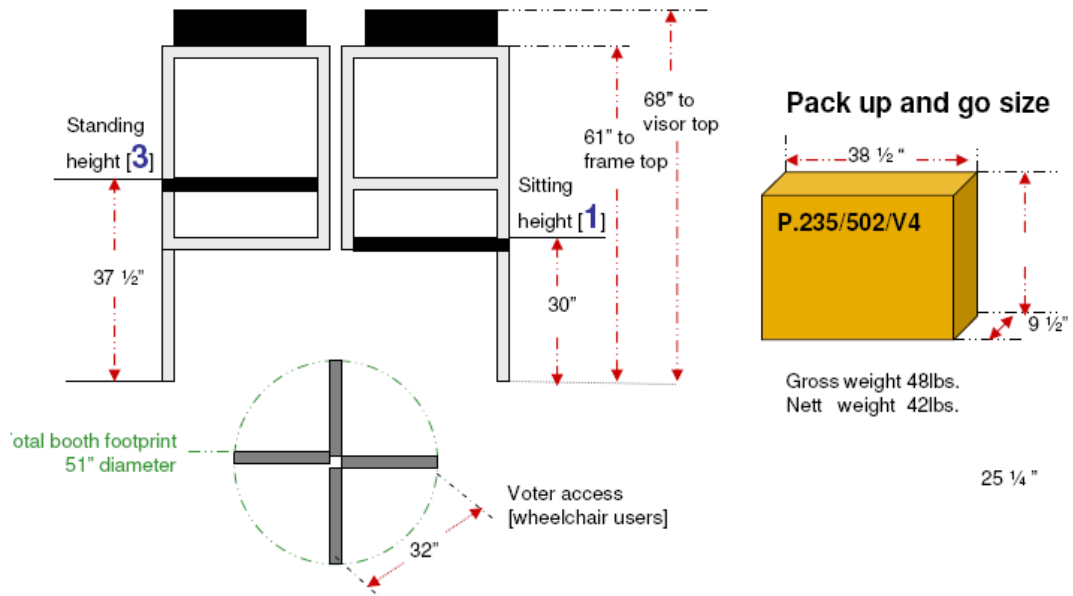
- Nylon 6/6 is a thermoplastic polyamide resin. This material maintains good tensile strength, chemical resistance, stiffness and flexural memory. Nylon is excellent in high temperature applications. The normal short-term use temperature range is - 40°F to +390°F (-40°C to +199°C). Nylon is however, a hydroscopic resin, therefore, physical properties will vary as the relative humidity changes. When dry, tensile strength is higher and impact is lower. When wet, tensile strength is lower and impact strength is higher. Elastomeric Resin is a thermoplastic material. It is a flexible plastic that bridges the gap between rubbery elastomers and rigid plastics. In general, it exhibits good low temperature flexibility, good toughness, chemical resistance and excellent abrasion resistance. Normal short-term use temperature range is 0°F to +293°F (-18°C to +145°C). Material properties will change drastically outside of this range. This temperature range is material-based and individual parts may perform differently.
- Flame Retardant Grilon BS V0 is a, self extinguishing PA6 injection molding material that is Halogen and Phosphorous free. Polypropylene Webbing is manufactured from 1/1100 Dtex Polypropylene material which is UV stable yarn to minimize fading this gives great strength, wear resistance and durability.
- Must include Superstrong Side Release Retaining Buckle with all plastic side release. Must accommodate 40mm webbing and features a Red Buttoned single finger release and high load resistance.

Environmental Footprint of Booth:

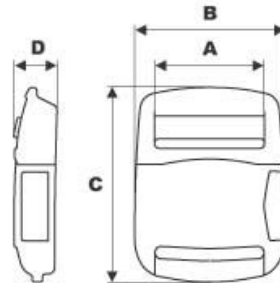
Booth must meet limits of Greenhouse gas emissions of 8.0 tCO₂-eq/tAL, Acidification potential 38.8 kg SO₂ -eq/tAL, Eutrophication potential 1.75kg PO₄-eq/tAL based upon all upstream activities including raw material extraction, transport, fuel production and use and electricity production, as well as process specific emissions.

Appendix: Dimensional Drawings

Appendix 1: Booth Dimensions



Appendix 2: Buckle Dimensions



Appendix 3: Shelf Dimensions

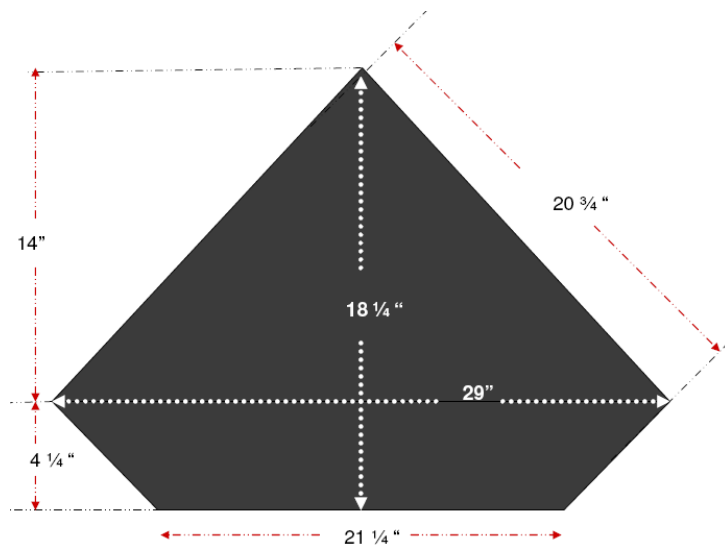




Exhibit B

Inclusion Solutions
 2000 Greenleaf St.
 Suite 3 Evanston, IL 60202
 www.inclusionsolutions.com
 Email contact@inclusionsolutions.com
 Tel 847-869-2500
 Fax 847-869-2515

Sales Quote

Quote #	SQ-009098
Date	1/17/2023

Billing Address **Pima AZ, Elections Office**
 6550 S. Country Club Road Tucson, AZ 85756
 Tuscan, AZ
 85702

Shipping Address **Pima AZ, Elections Office**
 6550 S. Country Club Road Tucson, AZ 85756
 Tuscan, AZ
 85702

Contact Constance Hargrove
 Phone 520-724-6868

Email Constance.Hargrove@pima.gov

Sales Rep	Hollister Bundy
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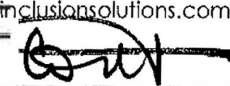
SKU	Description	Quantity	Unit Price	Discount per Unit	Sub-Total
4SFRKLN	Franklin® 4-Station Voting Booth	400	\$969.00	\$50.00	\$367,600.00
4SBRKT-EX	ExpressVote Adapter for Franklin Booth	130	\$99.95	\$5.00	\$12,343.50
FRKJR	Franklin Junior "Frankie" Adjustable Single Voting Booth	150	\$399.00	\$10.00	\$58,350.00
FLEXT-4	Clip-On tights (4 Pack)	300	\$114.95	\$10.00	\$31,485.00

Remarks

Delivery by June 30, 2023
 Sample to be delivered

Sub-Total	\$469,778.50
Tax	\$8,051.67
Shipping	\$29,780.00
Total	\$507,610.17

To approve quote, sign and fax back to 847-869-2515 or sign, scan document, and email to sales@inclusionsolutions.com

Quote Approved by:  (Sign Here)

*By signing this quote, I authorize Inclusion Solutions to ship the product listed herein and acknowledge that I have followed all state, county, or local purchasing requirements

In this global economy, pricing and shipping costs change rapidly. Prices good for 30 days from Quote Date.

Updated pricing available online at www.inclusionsolutions.com or call 847-869-2500.