



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Award  Contract  Grant

Requested Board Meeting Date: \_\_\_\_\_

\* = Mandatory, information must be provided

or Procurement Director Award

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

Databank IMX LLC (Headquarters: Phoenix, AZ)

**\*Project Title/Description:**

PCA OnBase Support Services

**\*Purpose:**

Award: Master Agreement No. MA-PO-19-80. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$46,000.00 (including sales tax) and includes four (4) one-year renewal options.

Administering Department: Information Technology.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.060, Emergency and Other Limited Competition Procurement, award for Requisition No. 19-100 is recommended to the above named Contractor which has accepted the terms and condition of the County's standard contract and with which the County has negotiated a satisfactory agreement. This award is within the County Administrator award authority.

PRCUID: 320663

Attachment: Limited Competition Procurement Offer Agreement.

**\*Program Goals/Predicted Outcomes:**

Pima County Attorney's Office requires continued use of OnBase services to scan and save documents electronically and minimize fiscal paper retention and printing cost.

**\*Public Benefit:**

Continue assisting public turnaround time with record requests.

**\*Metrics Available to Measure Performance:**

Continue to monitor performance of OnBase solution by measuring growth of the number of documents stored within the system.

**\*Retroactive:**

No

**Contract / Award Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 19-080

Effective Date: 03/10/19 Termination Date: 03/09/20 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* 46,000.00  Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: General Fund

Funding from General Fund?  Yes  No If Yes \$ 46,000.00 % 100

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

**\*Is the Contract to a vendor or subrecipient? Vendor**

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 22-73.*

**Amendment / Revised Award Information**

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

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  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): \_\_\_\_\_

Effective 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: Eric Welch, Procurement Officer 

Department: Procurement Telephone: 520-724-9510

Department Director Signature/Date:  12/6/18

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: \_\_\_\_\_

*(Required for Board Agenda/Addendum Items)*



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION**

Master Agreement No: 1900000000000000080

MA Version: 2

Page: 1 of 2

Description: PCA OnBase Support Services

<b>I S S U E R</b>	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p><b>Issued By:</b> ERIC WELCH <b>Phone:</b> 5207249510 <b>Email:</b> eric.welch@pima.gov</p>
----------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>T E R M S</b>	<p><b>Initiation Date:</b> 03-10-2019 <b>Expiration Date:</b> 03-09-2020</p> <table border="1" style="margin-left: auto; margin-right: auto; padding: 5px;"> <tr> <td><b>NTE Amount:</b></td> <td><b>\$46,000.00</b></td> </tr> <tr> <td><b>Used Amount:</b></td> <td><b>\$0.00</b></td> </tr> </table>	<b>NTE Amount:</b>	<b>\$46,000.00</b>	<b>Used Amount:</b>	<b>\$0.00</b>
<b>NTE Amount:</b>	<b>\$46,000.00</b>				
<b>Used Amount:</b>	<b>\$0.00</b>				

<b>V E N D O R</b>	<p><b>DATABANK IMX LLC</b> <b>3520 N 16th St</b> <b>PHoenix AZ 85016</b></p>	<p><b>Contact:</b> Tracy Flores <b>Phone:</b> 602-845-1646 <b>Email:</b> tflores@datbankimx.com <b>Terms:</b> 0.00 % <b>Days:</b> 30</p>
----------------------------------------	--------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------

<p><b>Shipping Method:</b> Vendor Method</p> <p><b>Delivery Type:</b></p> <p><b>FOB:</b> FOB Dest, Freight Prepaid</p> <p><b>Modification Reason</b> Revised: This Master Agreement is for an initial term of one (1) year in the annual award amount of \$46,000.00 (including sales tax) and includes four (4) one-year renewal options. Attachment: Limited Competition Offer Agreement.</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**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 solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.**



# MASTER AGREEMENT DETAILS

Master Agreement No: 1900000000000000080

MA Version: 2

Page: 2 of 2

Line	Description					
1	<b>Batch OCR Maintenance #OCMPW1</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$240.00			
2	<b>Concurrent Client Maintenance #CTMPC1</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$224.00			
3	<b>Document Import Processor Maintenance #DPMPW1</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$800.00			
4	<b>EDM Services Maintenance #DDMPI1</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$800.00			
5	<b>Full Text Indexing Concurrent Client Maintenance #IDMPC1</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$48.00			
6	<b>Full Text Indexing Server Maintenance #IDMPI1</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,600.00			
7	<b>Integration for Microsoft Outlook 2013 Maintenance #OUTMPI1</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,600.00			
8	<b>Multi-User Server Maintenance #OBMPW1</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,280.00			
9	<b>Office Business Application #OBAMPI1</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$800.00			
10	<b>Production Document Imaging (ISIS) Maintenance #ASMPW1</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$800.00			
11	<b>Production Document Imaging (ISIS) Maintenance #ASMPW2</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$480.00			
12	<b>Unity Client Server Maintenance #UNMPI1</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,600.00			
13	<b>Unity Integration Toolkit Maintenance #UIMPI1</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,600.00			
14	<b>Virtual Print Driver Maintenance #PTMPC1</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$800.00			
15	<b>Web Server Maintenance #WTMPW1</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,600.00			
16	<b>Workflow Concurrent License SL 1-20 Maintenance #WLMPC1</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$352.00			
17	<b>Implementation Services</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$187.50			



## **PIMA COUNTY REQUEST FOR OFFER**

*Pursuant to Limited Competition Procurement Process*

### **OFFER AGREEMENT**

#### **1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with OnBase Support Services on an "as required basis" by issue of a Delivery Order ("DO") or Delivery Order Maximo ("DOM").

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the *Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

#### **2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:**

The initial term of the Master Agreement will be for a [one] (1) year period and include [four (4)] one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised Master Agreement document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties, effective on the date of issuance.

#### **3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract.

- Contractor must have access to Arizona Office of the Courts (AOC) contract.
- Contractor will provide professional support services including upgrade services for OnBase.

#### **4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

- Contractor will provide as-needed maintenance and support of existing Electronic Document Management software in addition to 50 hours of support maintenance for annual upgrades, at the hourly rates set forth in Exhibit A.

#### **5. OFFER ACCEPTANCE AND ORDER RELEASES:**

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

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 in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that

County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

#### **6. ACCEPTANCE OF GOODS AND SERVICES:**

The County Department designated on the issued order (DO or DOM) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

#### **7. COMPENSATION & PAYMENT:**

County will pay Contractor for services under this Contract at the hourly rates set forth in Exhibit A. Quantities set forth in Exhibit A are estimates only. County reserves the right to increase or decrease quantities of each line item. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment. Payments under this Contract may not exceed \$41,551.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's PO, DO, or DOM document.

All Invoice documents will reference the County's PO, DO or DOM number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

#### **Optional Early Payment Discount Term:**

The MA or PO issued to accept Offeror's response will define the not-to-exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that has not previously defined unit pricing.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*. Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted *Order* indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to Pima County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

**Price Warranty.** Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

**Price Escalation.** All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Contractor's unit prices include all incidentals and associated costs required to comply with and satisfy all requirements of this Contract. County will make no payments for items not in the contract.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's PO, DO, or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's PO, DO, or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

#### **8. DELIVERY:**

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the DO, or DOM document.

Contractor guarantees delivery of product or service in less than 30 calendar days after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

#### **9. TAXES, FEES, EXPENSES:**

County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemizes them.

#### **10. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No.320663 including the Request for Offer Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

#### **11. 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. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

#### **Minimum Scope and Limits of Insurance:**

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

**Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

**Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

**Workers' Compensation (WC) and Employers' Liability** – Arizona Statutory requirements and Employer's Liability coverage with policy limits of \$1,000,000 each accident and each person - disease.

**Professional Liability (Errors and Omissions) Insurance** – This insurance is required when the Professional Liability or any other E&O coverage is excluded from the Contractor's CGL policy. The E&O policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

**Network Security (Cyber)/Privacy Insurance** – Coverage shall have minimum limits not less than \$2,000,000 Each Claim with a \$2,000,000 Annual Aggregate. The insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

**Claim-Made Insurance 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.

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

**Additional Insured:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

**Subrogation:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**Primary Insurance:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:** Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days 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 shall include the Pima County project or contract number and project description.

**Verification of Coverage:**

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. 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.

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, the insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**Approval and Modifications:**

The Pima County 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

**(Remainder of Page Intentionally Left Blank)**

15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Databank IMX LLC

BUSINESS ALSO KNOWN AS: \_\_\_\_\_

MAILING ADDRESS: 3520 N. 16<sup>th</sup> St.

CITY/STATE/ZIP: Phoenix, AZ 85016

REMIT TO ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

CONTACT PERSON NAME/TITLE: Tracy Flores

PHONE: 602-845-1646 FAX: \_\_\_\_\_

CONTACT PERSON EMAIL ADDRESS: \_\_\_\_\_

EMAIL ADDRESS FOR ORDERS & CONTRACTS: \_\_\_\_\_

CORPORATE HEADQUARTERS ADDRESS: \_\_\_\_\_


WEBSITE: \_\_\_\_\_

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's "Other Documents" article.

SIGNATURE: Heath Tagtmeyer DATE: 12-04-18

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER  
PHONE AND E-MAIL: Heath Tagtmeyer, Director of Sales - West Region, 480-466-2103, htagtmeyer@atabankimx.com

Approved as to form:

  
Deputy County Attorney  
**REGINA NASSEN**

12-3-2018  
Date

## PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. **INTERPRETATION, APPLICABLE LAW and VENUE:**

The laws of the State of Arizona govern the interpretation and construction of this contract. Any action pursuant to this Contract must be filed and maintained in a court of the state of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

2. **WARRANTY:**

Contractor warrants goods or services to be satisfactory and free from defects.

3. **QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from County in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by County Procurement Code. All quantities are estimates and County provides no guarantee regarding actual usage.

4. **PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

5. **DELIVERY:**

On-time delivery of goods and services is an essential part of County's consideration. Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the contract so requires. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times, which extension of delivery time will be valid only if in writing by an authorized representative of County.

To mitigate or prevent damages caused by delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. County reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to County. County reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

County will not hold Contractor responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

6. **SPECIFICATION:**

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

7. **INSPECTION:**

County may inspect or test all goods and services at their place of manufacture, destination or both. County will hold goods failing to meet specifications of the order or contract at Contractor's risk and may return them to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be a waiver of that condition for subsequent shipments or deliveries.

8. **SHIPPING TERMS:**

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include them in the Unit Price.

9. **PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless the contract otherwise specifies.

10. **ACCEPTANCE OF MATERIALS AND SERVICES:**

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivered goods or services have met all specification requirements.

11. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item that Contractor furnishes in the performance of the contract fails to conform to the specifications thereof, or to the sample submitted by Contractor, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and to invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event County cancels the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage that County sustains in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies that the law or the contract provide.

12. **FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly falsely certify, or induce others to falsely certify to a greater amount of labor or to the receipt of a greater amount or different kind of material or supplies than Contractor has actually delivered to County. If County discovers at any time that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer, then County will terminate any affected contract and that person or entity shall be liable for all damages that County sustains.

13. **COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County develops. Participating agencies may contact Contractor to provide services and products pursuant to the pricing, terms and conditions that the County Master Agreement or Purchase Order defines. The parties may make minor adjustments by agreement to accommodate additional cost or other factors not present in the County's agreement and to satisfy particular Public Agency code or functional requirements within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be between the requesting party and Contractor. Contractor holds harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County contracts is available on the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of Pima County Contracts*.

14. **PATENT INDEMNITY:**

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement,

Purchase Order, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

**15. INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts, officials, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal 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 the negligent or willful acts or omissions 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. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

**16. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona.

**17. ASSIGNMENT:**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

**18. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-503, the pertinent provisions of which are incorporated into and made part of all County Master Agreements or Purchase Orders as if set forth in full therein.

**19. NON-DISCRIMINATION:**

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, Contractor must 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.

**20. NON-APPROPRIATION OF FUNDS:**

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

**21. PUBLIC RECORDS:**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records 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.

The Contractor agrees to waive confidentiality of any price terms.

**22. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Contractor must include costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products that Contractor will supply to County in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and Contractor will mark them as is practical, as the "Property of Pima County". If County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as County reasonably requests at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County had given Contractor reasonable time to respond to County's requests for support.

**23. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**24. NON-EXCLUSIVE:**

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

**25. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

**26. TERMINATION:**

County reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials that County has accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

**27. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

**28. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

**29. 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 at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**30. COUNTERPARTS:**

The parties may execute the Master Agreement or Purchase Order pursuant to this solicitation in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of County are each considered an original and together constitute a binding Master Agreement, if they meet all other requirements for execution.

**31. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that County does not have authority to enter into the Master Agreement or Purchase Order, County is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

**32. FULL AND COMPLETE PERFORMANCE:**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, 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.

**33. 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 Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. 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.

**34. SEVERABILITY:**

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

**35. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

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.

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.

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.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article 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 insure 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."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

**36. CONTROL OF DATA PROVIDED BY COUNTY:**

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by County, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**



Exhibit A- Renewal Quote

DataBank West Region  
 3520 N. 16th Street  
 Phoenix, AZ 85016  
 (602)263-9432

General Information

Quote Number 00003116 Created Date 11/5/2018  
 Prepared By Tracy Flores

Contact Information

Billing Address 32 N Stone Ave Ste 1400 Department Sales  
 Tucson, AZ 85701 Phone (602) 263-9432  
 US Email tflores@ databankimx.com

Product	Product Code	Line Item Description	Sales Price	Quantity	Total Price
Batch OCR - Maintenance	OCPW1	AOC	\$240.00	6.00	\$1,440.00
Concurrent Client - Maintenance	CTMPC1	aoc	\$224.00	55.00	\$12,320.00
Document Import Processor - Maintenance	DPMPW1	AOC	\$800.00	1.00	\$800.00
EDM Services - Maintenance	DMMP11	AOC	\$800.00	1.00	\$800.00
Full-Text Indexing Concurrent Client for Autonomy IDOL - Maintenance	IDMPC1	AOC	\$48.00	25.00	\$1,200.00
Full-Text Indexing Server for Autonomy IDOL - Maintenance	IDMP11	AOC	\$1,600.00	1.00	\$1,600.00
Integration for Microsoft Outlook - Maintenance	OUTMP11	AOC	\$1,600.00	1.00	\$1,600.00
Multi-User Server - Maintenance	OBMPW1	AOC	\$1,280.00	1.00	\$1,280.00
Office Business Application	OBAMP11	AOC	\$800.00	1.00	\$800.00
Production Document Imaging (ISIS) - Maintenance	ASMPW1	AOC	\$800.00	1.00	\$800.00
Production Document Imaging (ISIS) - Maintenance	ASMPW2		\$480.00	6.00	\$2,880.00
System Sales: Prof Services - Uncategorized	15005	AOC PS Rates	\$187.50	50.00	\$9,375.00
Unity Client Server Maintenance	UCSMP11	AOC	\$1,600.00	1.00	\$1,600.00
Unity Integration Toolkit - Maintenance	UIMP11	AOC	\$1,600.00	1.00	\$1,600.00
Virtual Print Driver - Maintenance	PTMPC1	AOC	\$800.00	1.00	\$800.00
Web Server - Maintenance	WTMPW1	AOC	\$1,600.00	1.00	\$1,600.00
Workflow Concurrent Client SL - Maintenance	WLMPC1	AOC	\$352.00	3.00	\$1,056.00
		Subtotal			\$41,551.00
		Grand Total			\$41,551.00

\*Prices are listed in US dollars.

Signature

Databank Print Name

Customer Print Name



DataBank West Region  
3520 N. 10th Street  
Phoenix, AZ 85016  
(602)263-9432

Heath Tagtmeyer

Databank Authorized Signature

*Heath Tagtmeyer*

DataBank Signature Date

12-04-18

Customer Authorized Signature

Customer Signature Date