

AMENDMENT NO. 2
LINKING AGREEMENT
(319001357, Contract No. C18-0368)

This Amendment No. 2 (“Amendment”) to the Linking Agreement (“Agreement”) is made this _____ day of _____, 2026, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Pragmatica LLC, an Arizona limited liability company, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Pragmatica LLC (“Contractor”) previously entered into a Linking Agreement, Contract No. C18-0368, dated April 24, 2018 (“Agreement”); and
- B. City and Contractor previously entered into Contract Extension No. 1, extending the term of the Agreement from April 27, 2020 through April 26, 2021; and
- C. City and Contractor previously entered into Contract Extension No. 2, extending the term of Agreement from April 27, 2021 through April 26, 2022; and
- D. City and Contractor previously entered into Contract Extension No. 3, extending the term of the Agreement from April 27, 2022 through April 26, 2023; and
- E. City and Contractor previously entered into Amendment No. 1, extending the term of the Agreement from April 27, 2023 through April 26, 2024 and increasing the compensation by \$75,000 for a new not to exceed amount of \$178,000; and
- F. City and Contractor previously entered into Contract Extension No. 5, extending the term of the Agreement from April 27, 2024 through April 26, 2025; and
- G. City and Contractor previously entered into Contract Extension No. 6, extending the term of the Agreement from April 27, 2025 through April 26, 2026; and
- H. The Cooperative Purchasing Agreement with the State of Arizona, ADSP016-132426, was extended to April 27, 2031 (Exhibit A); and
- I. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is extended for a five (5) year period from April 27, 2026 through April 26, 2031, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
3. **Scope of Work.** Scope of work remains unchanged.
4. **Compensation.** The total compensation for this Agreement is increased by one-hundred sixty thousand dollars (\$160,000) for a new not to exceed amount of three-hundred thirty-eight thousand dollars (\$338,000). The Contractor's annual renewal invoice is attached as (Exhibit B).
5. **Insurance Certificate.** Current certificate will expire on September 11, 2026. A new insurance certificate must be provided prior to this date to the Finance Director and the Contract Administrator in order for this Agreement to remain in effect.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People's Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - (c) 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.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Patrick S. Banger, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney

Pragmatica LLC
an Arizona limited liability company



By: Beth Sobotka

Its: Statutory Agent

	Contract Amendment		AZ DEPT. OF ADMINISTRATION STATE PROCUREMENT OFFICE 100 N. 15 TH AVE., STE. 402 Phoenix, AZ 85007
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CONTRACTOR: Pragmatica LLC 1909 East Ray Road, Suite 9-148 Chandler, AZ 85225 CONTACT: Beth Sobotka PHONE: (480) 744-1683 Ext. 3 EMAIL: bsobotka@pragmatica.us	STATE AGENCY: AZ Department of Administration (ADOA) State Procurement Office 1802 West Jackson Street Number 100 Phoenix, AZ 85007 CONTACT: Eric Bell PHONE: (602) 499-9697 EMAIL: eric.bell@azdoa.gov
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Enterprise Agreement for JWI Software

Pursuant to Uniform Terms and Conditions, Section 5.1, Amendments, the above referenced Contract shall be amended as follows:

1. Contract Extension. The term of the extension is hereby extended to April 27, 2031.
2. *ADSP016-132426 Special Terms and Conditions* is hereby amended to add the following sections:
 - a. Section 35. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
 - b. Section 36. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.
 - c. Section 37. Certifications Required by State Law.
 - i. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 et seq. and will refrain from any such boycott for the duration of this Contract.
 - ii. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

- d. Section 38. GovRAMP requirement. This Contract manages and stores State Data defined as confidential under P8110 and is therefore required to be GovRAMP Authorized. The Contractor shall achieve this status no later than 24 months of amendment execution. To show progress to achieving this status, Contractor shall participate in the GovRAMP Progressing Snapshot program and receive the first Snapshot within 60 days of amendment execution."
3. *ADSP016-132426 Uniform Terms and Conditions* is hereby replaced with the latest Version 10.5 of the State's Terms, which are attached in its entirety herein.
4. The latest *Schedules A, B, C, D, E, & F* are attached in their entirety herein.

All other terms, conditions and provisions remain unchanged.

ACKNOWLEDGEMENT AND AUTHORIZATION

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

Available online at
app.az.gov

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Enterprise Agreement

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This agreement is entered into between Pragmatica, LLC, with its principal place of business located at 1909 East Ray Road, Suite 9-148, Chandler, Arizona 85225 and the State of Arizona.

This agreement governs transactions by which the State of Arizona and its mandatory and permissive users of this agreement acquires services, including without limitations, customized development and support, software support services and maintenance services from Pragmatica.

This agreement shall be for the permissive use of the State of Arizona, departments, commissions and boards that are not subject to the authority of the Arizona Procurement Code of the State Procurement Office (Exempt agencies) as well as members of the State purchasing cooperative members. Exempt agencies and cooperative members that have a requirement for the products and/or services within the scope of this agreement may source their requirement under this agreement at their sole discretion. In order to participate, a university, political subdivision, or non-profit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by the A.R.S. 41-2632. An up to date list of cooperative members, and a copy of the current cooperative agreement, may be found on the State Procurement website at spo.az.gov.



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Offer and Acceptance

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TO THE STATE OF ARIZONA:

OFFER

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.:

N/A

Federal Employer Identification No.:

86-1044793

E-mail: bsobotka@pragmatica.us

Phone: 480-744-1683

Fax: 480-269-9173

Pragmatica, LLC

Company Name

Signature of Person Authorized to Sign Offer

1909 E Ray Road Suite 9-148

Address

Beth Sobotka

Printed Name

Chandler

AZ

85225

Managing Partner

City

State

Zip

Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.


The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No.

_____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

State of Arizona

Awarded this _____ day of _____ 20_____

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1. Introduction:

The State of Arizona, its law enforcement agencies and cooperative law enforcement members have an ongoing requirement for various maintenance and support services as described herein. The purpose of this agreement is to create a contract(s) from which the State may acquire these products and services.

2. Background:

2.1 The State has multiple agencies with law enforcement duties.

2.2 The State also has multiple cooperative members who have law enforcement duties.

2.3 Maricopa County has developed the Justice Web Interface (JWI) application which it allows other public agencies to install and operate through a memorandum of understanding.

2.4 Pragmatica, the author of the JWI, has the ability to provide maintenance, support and programming services to users of the JWI product.


3. Definitions

3.1 Accessory - Any items that may be added to the base machine.

3.2 Authorized Use – the specified level at which Licensee is authorized to execute or run the Program.

3.3 Enterprise - For the purposes of this Agreement, the term Enterprise as it applies to the Customer means the State of Arizona by and through its State Procurement Office, the mandatory and permissive users of the contract and eligible cooperative members.

3.4 Equipment Downtime - Is defined as the period of time a piece of equipment is waiting for service to be completed. This time starts with the original service call into the Contractor and ends once all repairs, part installations, equipment modifications, configuration changes, or any prescribed

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work is completed and the equipment functions according to OEM published specifications.

3.5 First Time Fix - The measurement of a successful service and technical support call is defined by the Contractor's ability to remedy the underlying issue on the first service call.

3.6 Interface Agency (“interface”) - An agency running an internal application which communicates with DPS for criminal justice information.

3.7 Level 1 (“L1”) Support:

3.7.1. The responsibility of L1 Support is to register and classify received incidents and to undertake immediate efforts in order to restore a failed IT service as quickly as possible. Should no ad-hoc solution be achieved, L1 Support will transfer the incident to expert technical support groups (2nd Level Support).

3.7.1 Level 1 support shall also process Service Requests to keep users informed about their incidents’ status at agreed intervals.

3.8 Level 2 (“L2”) Support:

3.8.1 L2 Support takes over incidents which cannot be solved immediately through L1 support. If necessary, it will request external support, e.g. from software or hardware manufacturers

3.9 Machine - A hardware device, its features, conversions, upgrades, elements or accessories, or any combination of them. The term “Machine” includes equipment provided by Contractor to the Customer.

3.10 Maintenance Service - The scheduled or requested service call to perform quality service checks regarding the performance of the machine, or to diagnose and repair equipment that has been reported as non-functional.



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- 3.11 Materials - Literary works or other works of authorship (such as software programs and code, documentation, reports, and similar works) that Contractor may deliver to customer as part of a service. The term "Materials" does not include machine code or licensed program products or other items available under their own license terms and or agreements.
- 3.12 Replacement Parts - Contractor replacement equipment mechanical parts that are attached to or integrated into the Equipment that allows or assists the equipment to function or operate.
- 3.13 Service - Performance of a task, assistance, support, or access to resources (such as information database) that Contractor makes available to Customer
- 3.14 Service Call - An on-site technician visit due to machine error or breakdown requiring the onsite services of an authorized service technician to remedy the error.
- 3.15 Service Response Time - The time required to solve a service call beginning from the time the call is logged with the Contractor until either a Service Technician arrives on site or the issue is resolved through the Contractor's telephone support.
- 3.16 Site - Means any defined entity, such as a physical location or organizational unit, e.g. a department, division, subsidiary or cost center of your enterprise.
- 3.17 Upgrade – Is defined as the replacement of parts within the equipment to provide increased capacity, processing speed, security or other operational enhancements.

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4 Scope of Work:

4.1 General requirements:

4.1.1 Contractor shall provide labor, equipment, materials, operating software, services, permits, transportation, insurance, certifications, and other items of expense required to provide and maintain the programming, support, and maintenance of the JWI software.

4.1.2 Contractor shall work under a task order for each entity requiring services. Task orders shall specify which services are being provided, fees associated with those services, and any responsibilities for each party.

4.1.2.1 Customer is responsible for selecting the services that meet its needs and for the results obtained from the use of the services, including Customer's decision to implement any recommendation concerning Customer's business practices and operations.


4.1.3 Contractor shall offer licensing support for software packages used in conjunction with JWI software or a hosted service.

4.2 Specific Requirements:

4.2.1 Contractor shall provide custom development services at the prevailing rates listed in Schedule D.

4.2.1.1 Contractor will report to Customer IT on hours used and hours remaining of these custom development hours. These reports will be sent at an interval agreed upon between Contractor and Customer IT management.

4.2.1.2 Contractor shall confirm availability of Contractor's development staff with Customer prior to purchase of services.

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4.2.2 Contractor will provide minor upgrades and software enhancements that are being made available to all JWI customers at no additional charge.

4.2.2.1 Contractor shall afford Customer with reasonable means of accessing modifications and enhancements to the software, including diskette, compact disk, or through network download. Contractor is not obligated under this agreement to perform on-site installation of modifications and enhancements.

4.2.2.2 Contractor shall from time to time offer to supply Customer with copies of the software, archives of version control, repositories, and relevant documentation revised to reflect significant updates and enhancements to the software offered by contractor. Any significant updates accepted by Customer during the period of this agreement shall be owned by the Customer. Such enhancements may include, without limitation, modifications to the software that increases its speed, efficiency, and/or ease of operation. Contractor will give reasonable assistance to Customer in installing and operating any new release or enhancement, provided however that such assistance is to be provided at agencies facility, such services will be charged at contractor's then current consulting rate.


4.2.3 Software Support:

4.2.3.1 Contractor shall provide telephone or computer network support to the agency to correct any defect the software that materially and adversely affects the use of the software. Typical tasks may include nights and weekends to support software failure, testing, modification to existing systems or other factors that disrupt the Customer's use of the software.

4.2.3.2 Contractor shall be able to provide services remotely and on-site.

4.2.3.3 Contractor will provide on call problem resolution and assistance.

4.2.3.3.1 Within forty-eight (48) hours after being given written notice thereof, Contractor will begin work to correct inherent material errors in the software that are not caused by Customer's misuse, improper use, alteration or damage of the

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software.

4.2.3.3.2 Documented time spent correcting problems that are determined to be the result of Customer activities and not the result of code authored and made available by Contractor, shall be compensated at the rate specified on Schedule B. This cost will be calculated by multiplying the rate times the total hours spent by the Contractor to resolve the problem.

4.2.3.3.3 On-call operational problem resolution and assistance services for managed software via remote access (email, telephone or secure VPN access);


4.2.4 Contractor will offer, as applicable, hosting and support services to participating/approved criminal justice and law enforcement agencies (a.k.a. agencies) located throughout Arizona via independent cooperative agreements. Hosting services to include:

4.2.4.1 Pragmatica-Hosted JWI: Furnish, install, configure, and operate a complete turn-key JWI environment to be housed at a Customer-approved location. This JWI environment shall include testing and production capabilities, and shall be subject to random security inspections performed by designated Customer IT security personnel during the term of the resulting contract;

4.2.4.1.1 Contractor will identify the following site environmental requirements/specifications prior to delivery and installation of the requested equipment.

4.2.4.1.1.1 Air Conditioning: Sufficient heating, air conditioning and humidity control that ensures maintaining at an average temperature of 70 degrees (plus or minus two degrees) not to exceed 75 degrees and relative humidity of 50% (plus or minus 10%). Temperature Guidelines: Temperature as measured at approximately 48 inches above the raised floor surface on the front intake of each supported equipment cabinet.

4.2.4.1.1.2 Humidity Guidelines: Humidity as measured at approximately 48 inches above the raised floor surface on the front intake of each supported equipment cabinet not to exceed 50%.

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4.2.4.1.1.3 Electrical Requirements:

- Power requirements are a minimum of (2 pole 3 wire) 250v between 15-60amps (98% use of L6-30p/r or L5-20p/r); however, there is a need for 40 and 60amp circuits for select equipment and may be a future need for other customer power requirements. 60 AMP circuits comply with IEC 60309 (IEC 309) for 60amp 250V 3 phase connector.
- Dual power supply for each rack or dedicated hardware from redundant PDU's,
- 110V "courtesy" power supplies to connect diagnostic equipment or electrical powered gear.

4.2.4.1.1.4 Special Grounding; Per Equipment Specifications

4.2.4.1.1.5 Cabling Requirements; Per Equipment Specifications


4.2.4.1.1.6 Space Requirements; Per Equipment Specifications

4.2.4.1.1.7 Any other considerations critical to the installation.

4.2.4.1.2 Contactor will provide implementation assistance.

4.2.4.1.2.1 Installation: Contractor will unpack, install, and perform initial power-on of any Contractor-supplied equipment prior to cutover date as coordinated with Customer. Customer will provide, install, and label any cables required to connect to existing peripherals.

4.2.4.1.2.2 Cutover: Contractor will move all existing peripheral cables to new hardware and perform initial power-on and testing on the designated cutover date at a time specified by Customer.

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4.2.4.1.2.3 Testing and Acceptance: Contractor will remain on-site while the Customer performs complete testing of all peripherals, operating systems, and application software to verify the equipment meets all of the specifications in the technical literature and the requirements of this solicitation.

4.2.4.1.2.4 Final acceptance will be provided only upon satisfactory installation and demonstration, via testing by Customer, that the equipment meets all of the specifications and requirements. If testing fails, through no fault of Customer, Contractor will assist Customer in rectifying issues at no additional cost to Customer. If Customer is at fault for the failed test, Contractor labor required for resolution will be paid at the prevailing service rates in Schedule B.

4.2.4.1.3 Contractor shall maintain full administrative control of the JWJ environment;

4.2.4.1.4 All Contractor personnel shall be ACJIS TOC Certified and will be permitted to issue queries against criminal justice systems for the purpose of testing and problem resolution.

4.2.4.1.5 Contractor shall perform all routine system maintenance that would result in a system outage during mutually agreed upon timeframes between the contractor and designated IT personnel;

4.2.4.1.6 Contractor shall provide 99.9% uptime of the JWJ system and components that are managed by the contractor as per an agreed upon service level agreement; (see Attachment VI)

4.2.4.1.7 Contractor shall provide access to this environment to internal Customer users. JWJ access and L2 support for all internal users shall be provided at no additional cost.

4.2.4.1.7.1 L2 JWJ support includes:

- Investigating support calls from L1 support staff;
- Diagnosing and resolving JWJ application defects;
- Diagnosing and resolving hardware and network errors within the Contractor's JWJ environment.



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4.2.4.1.8 Hosting Support Services: Contractor may, if and when requested by agencies located throughout Arizona, provide hosting support services through independent agreements between the Contractor and those agencies. These agreements may include the following services:

4.2.4.1.8.1 Message routing for Interface Agencies;

4.2.4.1.8.2 Development of custom data sources for use in JWI;

4.2.4.1.8.3 Integration with local agency systems (e.g. Automatic Vehicle Locators, License Plate Readers, eCitation applications, CAD systems);

4.2.4.1.8.4 Simple/Single Sign-On services using agency authentication services;

4.2.4.1.8.5 2-Factor Authentication, Virtual Private Network services, and Mobile Device Management;

4.2.4.1.8.6 Integration with new JWI modules (e.g. Warrant automation, File Stop notifications, custom mapping interfaces).


4.2.4.2 Customer-hosted JWI: Contractor will install and configure JWI on Customer-supplied systems located at Customer premises as defined in Schedule E.

4.2.4.3 Managed Service: Contractor will provide on-call support and management assistance for software packages listed in Schedule D. Services will include:

- Software installation and updates
- On-call support for troubleshooting and problem resolution related to system errors
- Escalating support issues to and managing open issues with external software vendors
- Optional integration with monitoring systems provided by Contractor or Customer

4.2.4.3.1 Support is only provided for distributed platforms (Linux/Unix/Windows).


4.2.4.3.2 Support costs will be calculated using Schedule C.

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4.2.4.4 Contractor will provide IBM software licensing support to JWI and Managed Service customers under the terms in Attachment VII and using the prices specified in Schedule D.

5 Customer Obligations

- 5.1 Customer agrees to install all corrections of substantial defects, minor bug fixes and updates, including any enhancements, to the software in accordance with instructions and in order of receipt from Contractor.
- 5.2 Facility and Personnel Access - Any access to Customer facilities will be pursuant to and covered by the conditions and requirements set forth in a separate task order for professional services agreement with Contractor.
- 5.3 Error documentation - Upon detection of any error in the software, Customer agrees to provide Contractor prompt notice and a listing of output and any other data, including databases and backup systems that the contractor reasonable may request in order to reproduce operating conditions similar to those present when the error occurred. Customer reserves the right to redact/expunge sensitive information.
- 5.4 Unless otherwise agreed in a task order, Customer is responsible for any data and other content of any database customer makes available to Contractor in connection with a service under this agreement and the selection and implementation of procedures and controls regarding access, security, encryption, use and transmission of data, and back up and recover of the database and any stored data.
- 5.5 Unless otherwise agreed in a task order, Customer is responsible for all facilities, software licensing, hardware, system maintenance, networking, security auditing, and operating system updates.
- 5.6 Customer shall provide external accessibility via a Customer-managed VPN for any systems to be managed or accessed by Contractor.

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5.7 Customer shall provide notifications of ACJIS maintenance activities and TOUs that may impact the performance or availability of Contractor’s services.

6 Customer-Supplied Support Obligations

6.1 Unless otherwise agreed in a task order, Customer will be responsible for L1 support to users within their organization.

6.2 The activities classified as L1 JWI support include:

6.2.1 Creating new user accounts;

6.2.2 Resetting user passwords;

6.2.3 Deleting or modifying user accounts;


6.2.4 Creating and assigning new routing indicators;

6.2.5 Deleting or modifying routing indicators;

6.2.6 Diagnosing configuration issues on user workstations;

6.2.7 Phone and email support for user inquiries regarding JWI usage questions or problem

6.2.8 JWI usage and auditing reports

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7. Rates - Pricing shall be for the all-inclusive price(s) as per Attachments I – V.

8. Security - Customer facilities are secured and monitored 24 hours per day, seven days per week. Contractor shall abide by all Customer-imposed security requirements during the contract term.

8.1 Equipment shall meet and/or comply with all of the security procedures and policies as established by ASET. The most current policies and procedures can be found at <http://aset.azdoa.gov/security/policies-standards-and-procedures>.

8.2 Equipment shall undergo a cleansing or erasure of the hard drives at the end of the product life or when any hard drive leaves customer control.

8.3 On-Site Contract/Subcontract Personnel Security Screening: Pre-deployment criminal history; fingerprint background clearance; and drug screening clearance of all proposed, new and/or replacement on-site contract/subcontract personnel shall be required during the term of the contract.


9. Maintenance and Services

9.1 Warranty

9.1.1 All Equipment shall carry a minimum one year warranty that is free from defects in material and workmanship. If defects are identified, the Contractor shall repair or replace defective parts promptly on a like-for-like basis without additional cost to the Customer. Any and all items failing during the warranty period will be replaced free of charge. Upon significant failure the warranty period will commence again for a minimum one additional year.

9.2 Maintenance

9.2.1 Scheduled/Preventative Maintenance - shall include the provision of all supplies,

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cleaning, diagnostics, or other activities required to maintain the manufacturer's recommended performance levels. The interval of these services shall be either as recommended by the Manufacturer, or as requested by the Customer. This category shall also include any Emergency repair requests during normal business hours.

- 9.2.2 Emergency Maintenance shall include supplies and diagnostics to return the equipment to operational status after a significant event. Significant event includes failure, loss of critical capacity or speed, and/or significant interruption of critical business operations.

10. Services other than Maintenance may include the following:

- 10.1 Customer consultation regarding equipment functionality, attributes, and/or other requirements.

- 10.1.1 Customer may request that the Contractor perform an analysis that would review all current equipment, and then provide a report to the customer that states recommendations as well as potential cost savings. What the final analysis is to include shall be mutually agreed upon between the Customer and the Contractor.

- 10.1.2 This service shall be charged to the requesting customer as indicated on the purchase order.



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11. Notices:

- 11.1 Written communications, including notices to the receiving party's designated representative, are to be sent to the address (physical, e-mail or facsimile) specified in the applicable task order. The parties consent to the use of electronic means and facsimile transmissions to send and receive communications are acceptable as a signed writing. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the documents authenticity.
- 11.2 All notices or demands required to be given pursuant to the terms of this agreement shall be given to the other party in writing, delivered by certified mail with return receipt to the respective parties as follows;

Pragmatica

Beth Sobotka
Managing Partner
Pragmatica, LLC
1909 E. Ray Rd., Ste. 9-148
Chandler, AZ 85225

State:

Contract Officer
Procurement Analyst
Arizona State Procurement Office
100 N. 15th Ave., Ste. 201
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1. PURPOSE

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona intends to establish a Contract for the materials or services as listed herein.

2. TERM OF CONTRACT

The term of any resultant Contract shall commence on date of award and shall continue up to a period of one (1) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

3. CONTRACT EXTENSIONS TEN (10) YEAR MAXIMUM


The Contract term is for the stated period subject to additional successive periods with a maximum aggregate including all extensions not to exceed a total contract term of ten (10) years.

4. CONTRACT TYPE (AS NEEDED)

Fixed Price

5. NON-EXCLUSIVE CONTRACT

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

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6. LICENSES

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

7. NEW EQUIPMENT

All Equipment, materials, parts and other components incorporated in the work or an item covered by this Contract shall be new, of the latest model and of the most suitable grade for the purpose intended. Any and all work under this Contract shall be performed in a skilled and workmanlike manner.

8. SERIAL NUMBERS


The Contract is for Equipment on which the original Manufacturer's serial number has not been altered in any way. Throughout the Contract term, the State reserves the right to reject any altered Equipment.

9. SAFETY STANDARDS

All items authorized by this Contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

10. DEFECTIVE PRODUCTS

All defective products shall be replaced and or exchanged by the Contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the Contractor. All replacement products shall be received by the State within a timeframe that is

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acceptable to both the State and the Contractor, but no longer than thirty (30) days.

11. MAINTENANCE AND SERVICES

11.1 Service Hours

Scheduled/Preventative Maintenance or Emergency/Corrective Maintenance shall be performed off shift, unless otherwise stated, except for State observed holidays, using the following criteria:

Severity 1 = 1 hour	System down
Severity 2 = 4 hour	System issue/s effecting multiple users or components
Severity 3 = same day	System issue, but running in degraded mode
Severity 4 – 2 days	System issue, but running

11.2 Emergency/After Hours Service Calls

The Contractor shall make services available on an emergency basis (unscheduled/corrective) during normal business hours, as well as after normal working hours and during State observed holidays. Emergency or After Hours Service Calls may be provided at a separate service call rate per hour. Either categorization service rate shall not charge for parts and supplies, covered under an established Maintenance/Service.

11.3 Scheduled/Preventative Maintenance

Scheduled/Preventative Maintenance shall be based on the specific needs of the individual machines and in accordance with the Manufacturer's recommendation for optimum equipment performance. The Contractor shall schedule regular preventative maintenance services by appointment with thirty (30) days advanced notice or by establishment of a



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standard schedule. Scheduled/Preventative Maintenance is not considered as downtime.

These calls shall include, but not be limited to:

11.3.1 Routine Cleaning;

11.3.3 Any Necessary Adjustments; and

11.3.4 Replacement of unserviceable parts.

11.4 Onsite Response Times for Service Calls

On-site response times shall be as follows:


11.4.1 - On-site response shall not exceed three (3) hours;

Service calls to the Contractor after 3:00 p.m. Arizona MST shall be serviced the next business day. The Service Technician shall report to the service site, no later than 9:00 a.m. Arizona MST, or at a time expressly agreed upon by the agency.

12. PURCHASE OF MAINTENANCE/SERVICE AGREEMENTS

Maintenance Agreements and Maintenance Service Agreements (Per Hour Rate) shall be made available for purchase on new Equipment at any time during the initial warranty period. The Contractor shall also allow the State to purchase the agreements up to nine (9) months after the initial warranty period has expired without incurring an update charge.

13. ORDER DELIVERY AND INSTALLATION

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Unless otherwise agreed to in writing, delivery of the equipment shall be within thirty (30) calendar days after receipt of order. Equipment shall be F.O.B. Destination and delivered to the specific receiving point at any location within the State of Arizona, as required by the agency at the time of order. Contractor shall not charge for equipment that is delivered to the Contractor's facilities prior to delivery and installation at the State's location.


Contractor shall retain title and control of all goods that are intended to be property of Customer until they are delivered, received and installed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible and concealed damage shall be filed by the Contractor. Customer will notify Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection if needed.

All equipment shall be delivered and installed at no additional cost, including connectivity to the State's network. The Customer shall ensure that the space selected for installation is of adequate size for proper installation and use. The Contractor shall perform complete installation and verify operation of all Equipment.

Contractor shall at all times keep the premises and the areas in which the work is performed free from accumulation of waste materials or rubbish as well as tools, installation equipment, machinery and surplus materials during the installation process. The Contractor shall remove from the installation site all crates, wrappings and other flammable waste materials.

14. NETWORK CONNECTED MACHINES

The Contractor shall provide a similar contact method as provided for under Scheduled/Preventative Maintenance, where the State may contact the Contractor either by phone, email, facsimile or internet, and ask connectivity questions or seek assistance regarding the connectivity of their machine.

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15. DEFECTIVE PRODUCTS

All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the Contractor. All replacement products must be received within seven (7) days of notification.

16. EQUIPMENT DEVICE SECURITY

All new equipment purchases, new equipment rentals, or new equipment lease agreements, regardless of the procurement method utilized to obtain the equipment, shall include at a minimum, the following security devices:


1. Encryption Hard Drive: AES 28-128 bit encryption
2. Data Overwrite Software

17. SECURE LOCATION DELIVERIES

The Contractor will be responsible for contacting the secure location for security clearance, hours of operation, dress code, and other related rules when scheduling a delivery or service call. Lack of familiarity with the locations or policies will not relieve a Contractor of their responsibilities in fulfillment of the delivery, installation, maintenance/service and contract requirements.

18. EQUIPMENT WARRANTY

All Equipment supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of one year from the date of acceptance by the State. Any defects in design, workmanship, or materials that would result in non-compliance with the specifications shall be fully corrected by the Contractor, including all parts and labor, without cost to the State.

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19. INFORMATION DISCLOSURE


The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

20. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman’s Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor’s business.

21. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

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22. FIRST PARTY LIMITATION OF LIABILITY

Contractor's liability for first party damages to the State arising from this Contract shall be limited to two (2) time(s) the maximum-not-to-exceed amount of this Contract. The foregoing limitation of liability shall not apply to: (i) liability, including indemnification obligations, for third party claims, including but not limited to, infringement of third party intellectual property rights; (ii) claims covered by any specific provision of the Contract calling for liquidated damages or other amounts, including but not limited to, performance requirements; or (iii) costs or attorneys' fees that the State is entitled to recover as a prevailing party in any action

23. ACCESS CONSTRAINTS AND REQUIREMENTS


Contractor access to agency facilities and resources shall be properly authorized by agency personnel, based on business need and **will be restricted to least possible privilege**. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies/Procedures, and Arizona Revised Statutes (ARS) 28-447, 28-449, 28-450, 38-421, 13-2408, 13-2316, 41-770).

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

24. SECTION 508 COMPLIANCE

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use

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by employees and members of the public who are not individuals with disabilities.

25. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and the Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Group, Statewide Information Security and Privacy Office (SISPO), Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to, business associate agreements.

If requested, the Contractor agrees to sign a “Pledge to Protect Confidential Information” and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

26. INDEMNIFICATION

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim



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processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (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 its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such 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. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

27. IP INDEMNIFICATION

Indemnification - Patent and Copyright. With respect solely to Materials provided or proposed by Contractor or Contractor's agents, employees, or subcontractors (each a "Contractor Party") for performance of this Contract, Contractor shall indemnify, defend and hold harmless the State, its departments, agencies, boards, commissions, universities, officers, agents and employees (collectively, the "Indemnitee"), against any third-party claims for liability, including, but not limited to, reasonable costs and expenses, including attorneys' fees, for infringement or violation of any patent, trademark, copyright or trade secret, by such Materials or the State's use thereof..

In addition, with respect to claims arising from computer hardware or software manufactured or developed solely by a third party, Contractor shall pass through to the State such indemnity rights as it receives from such third party (the "Third Party Obligation") and will cooperate in enforcing them;



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provided, however, that (i) if the third party manufacturer fails to honor the Third Party Obligation, or (ii) the Third Party Obligation is insufficient to fully indemnify the State, Contractor shall indemnify, defend and hold harmless the State against such claims in their entirety or for the balance of any liability not fully covered by the Third Party Obligation.

The State shall reasonably notify the Contractor of any claim for which Contractor may be liable under this section. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply. Contractor shall have control, subject to the reasonable approval of the State, of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when substantial principles of government or public law are involved or when involvement of the State is otherwise mandated by law, the State may elect, in its sole and absolute discretion, to participate in such action at its own expense with respect to attorneys' fees and costs, but not liability, and the State shall have the right to approve or disapprove any settlement, which approval shall not be unreasonably withheld or delayed. The State shall reasonably cooperate in the defense and any related settlement negotiations.

If Contractor believes at any time that any Materials provided or in use pursuant to this Contract infringe a third party's intellectual property rights, Contractor shall, at Contractor's sole cost and expense, and upon receipt of the State's prior written consent, which shall not be unreasonably withheld, (i) replace an infringing Material with a non-infringing Material; (ii) obtain for the State the right to continue to use the infringing Material; or (iii) modify the infringing Material to be non-infringing, provided that following any replacement or modification made pursuant to the foregoing, the Material continues to function in accordance with the Contract. Contractor's failure or inability to accomplish any of the foregoing shall be deemed a material breach of this Contract.

Notwithstanding the foregoing, Contractor shall not be liable for any claim for infringement based solely on any Indemnitee's:

- (i) modification of Materials provided by Contractor other than as contemplated by the Contract or the specifications of such Materials or as otherwise authorized or proposed in any

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way by Contractor or a Contractor Party;

(ii) use of the Materials in a manner other than as contemplated by this Contract or the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party; or

(iii) use of the Materials in combination, operation, or use with other products in a manner not contemplated by the Contract, or, the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party.

Contractor certifies, represents and warrants to the State that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of the Contract for the acquisition, operation or maintenance of Materials in violation of intellectual property laws.


28. OWNERSHIP OF INTELLECTUAL PROPERTY

Unless otherwise stated in the Special Terms and Conditions or Scope of work, the State shall have “Government Purpose Rights” to work product. Government Purpose Rights shall be defined as the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide rights to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from the work product without restriction for any activity in which the State is a party.

“Government Purpose Rights” also includes the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use modify, release, create derivative works from the work product for any State Government Purpose.

Recipients may include U.S. Federal Government, and other state and local governments.

“Government Purpose Rights” do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for commercial purposes or authorize others to do so.

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29. WARRANTY

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

Contractor represents and warrants that the Materials provided through this Contract and Statement of Work shall be free of viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Materials, collect unlawful personally identifiable information on users or prevent the Materials from performing as required under the terms and conditions of this Contract.

30. INSURANCE

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.



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- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: *“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
- a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”** Such additional insured shall be



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covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- b. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the “State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the “State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Technology Errors and Omissions Insurance

- | | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

Coverage to include:

- Systems analysis;
- Software design;



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- Systems programming;
 - Data processing;
 - Systems integration;
 - Outsourcing including outsourcing development and design;
 - Systems design, consulting, development and modification;
 - Training services relating to computer software or hardware;
 - Management, repair and maintenance of computer products, networks and systems;
 - Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
 - Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include or be endorsed (**Blanket Endorsements are not acceptable**) to include, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall

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require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **the Department** and shall be sent by certified mail, return receipt requested.


D. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements **(Blanket Endorsements are not acceptable)** are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance 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 Department**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. SUBCONTRACTORS: Contractors’ certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

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G. APPROVAL: Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

31. Eligible Agencies (Statewide)

This contract shall be for the use of all State of Arizona law enforcement departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions with law enforcement duties may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

32. Administrative Fee

Contractor shall pay an Administrative Fee to the State in the amount of one percent (1%) of the total contract sales. The Administrative Fee is calculated based on all sales transacted under the contract, minus all taxes and any returns or credits. The Administrative Fee shall not be charged directly to the customer, e.g., as a separate line item, a fee or a surcharge, but shall be included in the contract's unit prices.

The Administrative Fee shall be submitted, along with a Quarterly Usage Report documenting all contract sales, to the State Procurement Office within thirty (30) days following the end of each calendar quarter. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, see the State Procurement Office's web site at <http://spo.az.gov/statewide-contracts-administrative-fee>.



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At its option, the State may limit the applicability of the Administrative Fee to contract sales from some customers and not to others, e.g., fee is only applicable to sales from members of the State Purchasing Cooperative and not sales to State Agencies. See the State's website (above) form more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.

Failure to remit Administrative fees in a timely manner or remission of fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract including a third party audit of all contract activity. Should an audit be required by the State, the contractor shall reimburse the State for all costs associated with the audit up to \$5,000 or one (1%) percent of the contract's estimated annual value, whichever is higher. Contractor shall be given sixty (60) days to comply with an internal State audit request before the State will initiate a third party audit."

33. Pricing

Most-Favored Customer - Throughout the life of the contract, the Contractor shall always offer the State the Most-Favored Customer or Highest Tier Customer price discount rate on contracted product(s) concurrent with a published price discount rate made to other Customers (both Private and Public sectors). The Contractor shall extend to the State that most-favored customer or Highest Tier Customer price discount on all new product lines during the life of the contract.

34. Usage Report

The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each three month period of the contract term.



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[Uniform Terms and Conditions 10.5](#)

1. Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - 1.1. "AI" means the science and engineering of making machines capable of performing tasks that are typically associated with human intelligence, such as learning and problem-solving, and includes without limitation: AI systems, classic AI, external AI, generative AI, and large language model (LLM) AI.
 - 1.2. "Attachment" means any item the Solicitation which requires the Offeror to submit as part of the Offer.
 - 1.3. "Contract" means the combination of the Solicitation, including the Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.4. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.5. "Contractor" means any person who has a Contract with the State.
 - 1.6. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical Data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
 - 1.7. "Days" means calendar days unless otherwise specified.
 - 1.8. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
 - 1.9. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.10. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - 1.11. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.



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- 1.12. "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.13. "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.
- 1.14. "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.15. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials or any Services required for the performance of the Contract.
- 1.16. "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits; then
 - 2.3.7. Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.



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- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
 - 2.6. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
 - 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
3. Contract Administration and Operation
- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
 - 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
 - 3.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
 - 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
 - 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their



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respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

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

3.7. Continuous Improvement. Contractor shall recommend continuous improvements on an ongoing basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.

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

3.9. Ownership of Intellectual Property

3.9.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

3.9.2. "Government Purpose Rights" are:

3.9.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

3.9.2.2. the right to release or disclose that work product to third parties for any State government purpose; and

3.9.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works



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from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

- 3.9.3. “Government Purpose Rights” do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.
- 3.9.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- 3.9.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:
- 3.9.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;
- 3.9.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and
- 3.9.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor’s or its affiliates’ ownership of such pre-existing Materials.
- 3.9.6. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.
- 3.10. Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.11. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to



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perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.

- 3.12. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.
- 3.13. Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.
- 3.14. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.
- 3.15. Artificial Intelligence (AI) Prohibitions. Consistent with State policy, if Contractor supplies AI Services or Materials (either directly or through Subcontractors or the sale of licenses), such as research, development, training, implementation, deployment, maintenance, provision, or sale of AI systems, then Contractor is prohibited from using State of Arizona Materials or Data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in advance by the State in writing.
 - 3.15.1. Contractor shall also disclose the utilization of generative AI before producing works owned by the State and/or integrating generative AI into Materials or Services used by the State.
 - 3.15.2. Contractor shall perform due diligence to ensure proper licensure of model training data for all generative AI services.
- 3.16. Certifications Required by State Law.
 - 3.16.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq.* and will refrain from any such boycott for the duration of this Contract.
 - 3.16.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

4. Costs and Payments



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- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.
- 4.4. Applicable Taxes
 - 4.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.4.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.4.3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.4.4. I.R.S. W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.5. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.
- 4.6. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:
 - 4.6.1. Accept a decrease in price offered by the Contractor;
 - 4.6.2. Cancel the Contract; or
 - 4.6.3. Cancel the Contract and re-solicit the requirements.

5. Contract Changes



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- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
 - 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
 - 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.
6. Risk and Liability
- 6.1. Risk of Loss. The Contractor shall bear all loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt.
 - 6.2. Indemnification
 - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (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 its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such 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



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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. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

- 6.2.2. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.
- 6.4. Force Majeure.
- 6.4.1. Except for payment of sums due, neither the Contractor nor State shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2. Force Majeure shall not include the following occurrences:
- 6.4.2.1. Late delivery of equipment, Materials, or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;



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- 6.4.2.2. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either the Contractor or State is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.
7. Warranties
- 7.1. Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the Materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged, and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.



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7.3. Conformity to Requirements.

7.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

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

7.3.1.2. Be free from defects of material and workmanship;

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

7.3.1.4. Be fit for the intended purpose or use described in the Contract.

7.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.

7.4. Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.

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

7.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.



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- 7.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 7.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.
- 7.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.
- 7.10. Performance in Public Health Emergency. Contractor warrants that it will:
- 7.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
 - 7.10.1.1. Identification of response personnel by name;
 - 7.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and
 - 7.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.
 - 7.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.
 - 7.10.3. A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.
 - 7.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.
- 7.11. Lobbying
- 7.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-



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1231, *et seq.*, using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

- 7.11.2. Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.
- 7.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.
- 7.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- 7.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.
- 7.15. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.
- 7.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12- 529, the State



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is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

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

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.



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8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost



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principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).



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Schedule A: Hosted JWI Pricing – JRU Based

Note: this pricing is valid for 2026 renewals only, prices may increase up to 5% each year thereafter

PRAGMATICA-HOSTED JWI

JWI Resource Unit (JRU)

JRU is defined as the number of ACJIS TOC-certified personnel or sworn law enforcement officers per agency, whichever is lesser. Progressive discounts are applied as that JRU number increases. Each annual subscription tier also includes an incremental add-on package to add additional JRU.

Tier	Maximum Covered JRU
Basic 25	25
Standard 50	50
Standard 100	100
Standard 175	175
Plus 250	250
Plus 325	325
Plus 400	400
Enterprise 500	500
Enterprise 625	625
Enterprise 750	750
Enterprise 875	875
Enterprise 1000	1000
Custom	1000+

Deployment

Initial deployment fees are calculated using the JRU. The deployment project includes:

CJIS/ACJIS security policy guidance

On-site user and SSO training

JWI user interface customizations

Optional integration with agency Active Directory/LDAP

Optional message switching configuration for existing applications

Functional JWI connectivity to the ACJIS test and production systems

User, Routing Indicator, and ORI configuration



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90 days of production support

Part Number	Description	2026 Price
PRG-JHI0001	JWI Agency Deployment: Basic 25	\$ 18,840
PRG-JHI0002	JWI Agency Deployment: Standard 50	\$ 23,095
PRG-JHI0003	JWI Agency Deployment: Standard 100	\$ 26,741
PRG-JHI0004	JWI Agency Deployment: Standard 175	\$ 35,250
PRG-JHI0005	JWI Agency Deployment: Plus 250	\$ 42,543
PRG-JHI0008	JWI Agency Deployment: Plus 325	\$ 47,405
PRG-JHI0009	JWI Agency Deployment: Plus 400	\$ 51,538
PRG-JHI0006	JWI Agency Deployment: Enterprise 500	\$ 57,737
PRG-JHI0010	JWI Agency Deployment: Enterprise 625	\$ 64,573
PRG-JHI0011	JWI Agency Deployment: Enterprise 750	\$ 71,107
PRG-JHI0012	JWI Agency Deployment: Enterprise 875	\$ 77,641
PRG-JHI0013	JWI Agency Deployment: Enterprise 1000	\$ 83,870
PRG-JHI0007	JWI Agency Deployment: Custom	<i>Contact for quote</i>

Annual Subscription

Annual subscription levels are calculated using the JWI Resource Unit (JRU) tiers and optional user add-on packs. Agencies can choose to purchase a lower tier with add-on packs to meet their JRU needs without having to upgrade to higher tiers.

The annual subscription includes 24-hour support, ongoing training, remote assistance, and access to new JWI features as they are released.

Part Number	Description	Covered JRU	2026 Price
PRG-JHR0001	JWI Basic 25: Annual Subscription	25	\$11,547.31
PRG-JHRU001	JWI Annual Subscription Add-on: Basic 25	+5	\$2,309.46
PRG-JHR0002	JWI Annual Subscription: Standard 50	50	\$16,773.99
PRG-JHRU002	JWI Annual Subscription Add-on: Standard 50	+10	\$1,677.40
PRG-JHR0003	JWI Annual Subscription: Standard 100	100	\$23,094.62
PRG-JHRU003	JWI Annual Subscription Add-on: Standard 100	+10	\$2,309.46
PRG-JHR0004	JWI Annual Subscription: Standard 175	175	\$28,546.40
PRG-JHRU004	JWI Annual Subscription Add-on: Standard 175	+10	\$1,628.78
PRG-JHR0005	JWI Annual Subscription: Plus 250	250	\$34,034.18
PRG-JHRU005	JWI Annual Subscription Add-on: Plus 25 (valid on all Plus Annual Subscriptions)	+25	\$3,403.42
PRG-JHR0008	JWI Annual Subscription: Plus 325	325	\$38,896.20
PRG-JHR0009	JWI Annual Subscription: Plus 400	400	\$42,542.72



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PRG-JHR0006	JWI Annual Subscription: Enterprise 500	500	\$46,189.24
PRG-JHRU006	JWI Annual Subscription Add-on: Enterprise 50 (valid on all Enterprise Annual Subscriptions)	+50	\$6,017.33
PRG-JHR0010	JWI Annual Subscription: Enterprise 625	625	\$49,835.76
PRG-JHR0011	JWI Annual Subscription: Enterprise 750	750	\$52,266.77
PRG-JHR0012	JWI Annual Subscription: Enterprise 875	875	\$54,697.78
PRG-JHR0013	JWI Annual Subscription: Enterprise 1000	1000	\$57,128.79
PRG-JHR0007	JWI Annual Subscription: Custom	1000+	Contact for quote

EXAMPLE

Townsville Police Department has **80** TOC-certified users, **60** of whom are sworn law enforcement officers. Since there are fewer sworn officers than TOC-certified users, their calculated JRU would be **60**.

With 60 JRU, they would purchase the Standard 100 deployment package (Part #PRG-JHI0003).

However, for annual subscriptions they have the option of purchasing either:

- a) Standard 100 (Part #PRG-JHR003) for \$23,094.62
- or*
- b) Standard 50 (Part #PRG-JHR002) and one Standard 50 Add-on (Part #PRG-JHRU002) for a total of \$18,451.39



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Schedule B: Professional Services

Note: this pricing is valid for 2026 renewals only, prices may increase up to 5% each year thereafter

PRAGMATICA PROFESSIONAL SERVICES

Part #	Labor Category	2026 Hourly Rate
PRG-SVCDEV01	Software Developer I	\$65
PRG-SVCDEV02	Software Developer II	\$87
PRG-SVCDEV03	Software Developer III	\$113
PRG-SVCDEV04	Software Developer IV	\$134
PRG-SVCARC01	System Architect	\$134
PRG-SVCQAE01	Quality Assurance Engineer	\$55
PRG-SVCNET01	Network Administrator	\$113
PRG-SVCMGR01	Project Manager I	\$103
PRG-SVCMGR02	Project Manager II	\$120
PRG-SVCMGR03	Project Manager III	\$134
PRG-SVCDBA03	Database Administrator	\$134
PRG-SVCWRT01	Technical Writer I	\$76
PRG-SVCWRT02	Technical Writer II	\$92
PRG-SVCWRT03	Technical Writer III	\$108



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Schedule C – Managed Services Pricing

PRAGMATICA MANAGED SERVICES

Pragmatica Managed Services pricing is calculated using the complexity of the hardware, software, and network environment. Please contact Pragmatica for a quote.



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Schedule D: Supporting Software

Note: this pricing is valid for 2026 renewals only, prices may increase up to 5% each year thereafter

SUPPORTING SOFTWARE ANNUAL SUPPORT AND MAINTENANCE

Note only renewals are available at this time – no new software alone purchases.

Part Number	Description	Unit	Unit Price
PRG-E0256LL	IBM WebSphere MQ Annual SW Subscription & Support Renewal	PVU	\$18.38
PRG-E05QWLL	IBM Db2 Standard Edition VPS Option Virtual Processor Annual Subscription & Support Renewal 12 Months	Core (70 PVU)	\$2,218.30
PRG-E025QLL	IBM WebSphere Application Server Standard Edition Annual SW Subscription & Support Renewal	PVU	\$12.35

Terms

PVU: A Processor Value Unit (PVU) is a unit of measure used to differentiate licensing of software on distributed processor technologies (defined by Processor Contractor, Brand, Type and Model Number). IBM continues to define a processor, for purposes of PVU-based licensing, to be each processor core on a chip (socket).



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Schedule E: Agency-Hosted Justice Web Interface

Note: this pricing is valid for 2026 renewals only, prices may increase up to 5% each year thereafter

AGENCY-HOSTED JUSTICE WEB INTERFACE

Part Number	Description	2026 Price
PRG-JLI0010	Agency-Hosted JWI: Installation	\$30,388
PRG-JLR0010	Agency-Hosted JWI: Annual Support	\$17,230
PRG-JLRA012	Agency-Hosted JWI: Additional Agency Annual Support	\$5,956

Note: For an agency-hosted JWI installation with over 300 users a custom quote must be prepared.

Notes

1. All agency-hosted JWI installations must receive signed authorization to deploy the JWI application from the Maricopa County Board of Supervisors prior to installation.
2. Supporting Software must be purchased from Pragmatica within 3 months of system installation. Please see Schedule D for pricing.



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Description: JWI software and support - Pragmatica

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Schedule F: Hosted JWI Pricing – Dedicated User

Note: this pricing is valid for 2026 renewals only, prices may increase up to 5% each year thereafter

PRAGMATICA-HOSTED JWI

Dedicated User

A dedicated user is defined as the specifically named ACJIS TOC-certified personnel or sworn law enforcement officer that will have access to JWI. Costs will be based per person with a minimum of 10 users per agency.

Annual Subscription

Annual subscription price is calculated using the exact number of dedicated users (minimum 10 per agency) per year.

The annual subscription includes 24-hour support, ongoing training, message switching for existing applications, remote assistance, and access to new JWI features as they are released. The subscription period begins at the start of the JWI integration process with the agency and renews annually thereafter.

Part Number	Description	2026 Price
PRG-JDU0001	JWI Dedicated User Annual Subscription Base: 10 users	\$5,834.43
PRG-JDUU001	JWI Dedicated User Annual Subscription Add-on: 1 user	\$583.44

EXAMPLE

Townsville Police Department has **11** users that require JWI access. They would purchase the JWI Dedicated User Annual Subscription Base: 10 users (Part # PRG-JDU0001) and one JWI Dedicated User Annual Subscription Add-on: 1 user (Part # PRG-JDUU001).

Exhibit B

Pragmatica, LLC

1909 E Ray Rd, Suite 9-148
Chandler, AZ 85225

Date:	Invoice Number:
1/23/2026	2026-009

Client:
Glendale PD Glendale Police Dept 6835 N 57th Drive, Glendale, AZ 85301

Contract:	PO Number:	Due Date:
		5/1/2026

Item	Description	Hours/Qty	Rate	Amount
JWI	JWI Maintenance and Support Services RENEWAL (5-1-26 to 4-30-27)		17,230.09	17,230.09
ASL	IBM WebSphere Application Server Processor Value Unit (PVU) License + Software Subscription & Support 12 Months - RENEWAL	200	12.35	2,470.00
ASL	IBM WebSphere MQ Processor Value Unit (PVU) License + Software Subscription & Support 12 Months - RENEWAL	200	18.38	3,676.00
<p>The provided software may only be used in support of JWI. Pragmatica will be responsible for maintenance and Level 1 and Level 2 support of the software in this agreement. Pragmatica will be responsible for all contact with IBM support related to the Software.</p> <p>Pragmatica is responsible for all IBM license repoorting related to the purchased Software.</p> <p>As Pragmatica is the ASL licensor of the Software, sales tax will not be applied to Customer for this purchase. Sales tax is paid by Pragmatica, LLC at the time of purchase.</p> <p>new contacts as of Jan26 - IScaffidi@GLENDALEAZ.com, MAcree@GLENDALEAZ.com, TSandoval@GLENDALEAZ.com, GlendalePolicePayables@glendaleaz.com</p>				
			Total	\$23,376.09
			Balance Due	\$23,376.09

Phone #
888-422-0522

E-Mail
bsobotka@pragmatica.us

with 9.2% self accessed taxes is \$25,526.97