



PIMA COUNTY PROCUREMENT DEPARTMENT
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SOLICITATION ADDENDUM

Solicitation Number: IFB #212809
Solicitation Title: Archive Writer
Commodity /Contracts Officer: Julie K McWilliams
Addendum Number: #1
Addendum Date: May 10, 2016

INSTRUCTIONS:

The following clarifications and revisions shall be incorporated into the above referenced solicitation. Original Offer Agreement is replaced with Offer Agreement Addendum #1 attached.

Revisions

Revision #1: Modify Section 4.7 PRODUCT OR SERVICE SPECIFICATIONS & SCOPE: HARDWARE

From: "Equipment must meet the following specifications"

To: "Equipment must meet the following specifications. All specifications are minimum qualifications unless otherwise indicated."

And

From: "Film: 16mm and 35mm film; color, b&w on daylight cassettes of 100ft to 1000ft film length (Specifically, cassettes that do not require a dark room for installation and removal)"

To: "Film: 16mm and 35mm film; color, b&w on cassettes of 100ft to 1000ft film length"

And

From: "Maximum 8.1-megapixel optical resolution (11520 x 7200 pixel)"

To: "Minimum 14.7 million pixel monitor"

And

From: "Dimensions – Footprint not to exceed 1750 sq in (50" width x 35" depth)"

To: "Dimensions – Footprint not to exceed 1800 sq in (50" width x 36" depth)"

And

From: "Standard ninety (90) day warranty, parts and labor"

To: "Minimum ninety (90) day warranty, parts and labor"

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Revision #2: Modify Section 7 COMPENSATION & PAYMENT: Price Escalation:

From: "The following locations are currently being identified as possible treatment sites, though any Pima County land may require treatment. Quantities referred to are estimated quantities. COUNTY reserves the right to increase or decrease the quantities, amounts and locations. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. COUNTY is not responsible for Contractor inventory or order commitment.

County Department and Locations"

To: "Quantities referred to are estimated quantities. COUNTY reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. COUNTY is not responsible for Contractor inventory or order commitment."

Revision #3: Modify UNIT PRICES

Add Line Item: "Licensing – Provide pricing for either PER PROCESSOR or PER SEAT as applicable. If per seat, provide incremental package pricing with bid (if available)."

All other terms and conditions remain the same.

Replace OFFER AGREEMENT: Archive Writer (1 of 32 pages): with OFFER AGREEMENT (Addendum #1) Archive Writer (32 pages) including PIMA COUNTY STANDARD TERMS AND CONDITIONS:

SEE ATTACHED. ALL 32 PAGES SHALL BE COMPLETED AND RETURNED IN SEALED ENVELOPE

Julie K McWilliams
Commodity/Contracts Officer
Pima County Procurement
Materials & Services Division
Julie.Mcwilliams@pima.gov

OFFER AGREEMENT (Addendum #1)

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1. INTENT:

This document is intended to establish an "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master Agreement" contract to provide Pima County ("County") with an Archive Writer as County may order from time to time by issue of Delivery Order (DO) pursuant to a resulting contract. As defined by the attached Pima County Standard terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to County.

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed contract, all County Departments may utilize the resulting agreement.

All Goods and Services offered or provided pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions* and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

2. CONTRACT TERM EXTENSIONS-RENEWALS & REVISIONS:

The initial term of the contract will be for either a **five (5) year or seven (7) year** period. The term will be determined by what is in the best interest of Pima County.

3. CONTRACTOR MINIMUM QUALIFICATIONS:

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

CERTIFY MINIMUM QUALIFICATIONS BY CHECKING THE RESPONSE BOX AND PROVIDING APPLICABLE INFORMATION OR DOCUMENTATION. AN UNMARKED ITEM WILL BE THE CAUSE OF YOUR OFFER TO BE REJECTED AS NON-RESPONSIVE.

MQ Line#	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.
1	CONTRACTOR certifies they have been in business continuously for the last five (5) years.	<input type="checkbox"/> Yes
2	CONTRACTOR certifies they are an authorized dealer for the product represented in this bid and employs certified technicians for installation, warranty and repairs, OEM parts and accessories.	<input type="checkbox"/> Yes
3	CONTRACTOR certifies they have a minimum one (1) year experience selling, installing and servicing archive writers. Bid Package includes at least three (3) references from current clients demonstrating one (1) year experience selling, installing, and servicing archive writers. (Attachment A)	<input type="checkbox"/> Yes <input type="checkbox"/> Yes

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

All goods and services shall conform to the Instructions to Bidders, and Standard Terms and Conditions as modified or added to by the following Scope of Services:

- 4.1 CONTRACTOR must be willing to utilize Pima County's HP Financial Services leasing contract (Option A) or provide alternative leasing opportunities for a period of five (5) to seven (7) years (Options B and C).
- 4.2 Equipment and any replacement parts must be new and unused.
- 4.3 CONTRACTOR to install equipment on-site within 14 calendar days of order. COUNTY to pay for travel and all expenses associated with installation of equipment. CONTRACTOR will coordinate with COUNTY to schedule installation during regular work hours, Monday through Friday, 8:00 am to 2:00 pm, excluding County holidays. If for any reason the scheduled installation needs to be revised, the parties will contact each other to coordinate the reschedule
- 4.4 CONTRACTOR to provide on-site training for COUNTY personnel within 14 calendar days of installation. COUNTY to pay for travel and all expenses associated with initial training. COUNTY will coordinate and schedule training during regular work hours, Monday through Friday, 8:00 am to 8:00 pm, excluding County holidays. If for any reason the scheduled training needs to be revised, the parties will contact each other to coordinate the reschedule.
- 4.5 CONTRACTOR will coordinate with COUNTY to schedule maintenance and repair work during regular work hours, Monday through Friday, 8:00 am to 2:00 pm, excluding County holidays. If for any reason the scheduled maintenance or repair work needs to be revised, the parties will contact each other to coordinate the reschedule. CONTRACTOR will not charge COUNTY for any travel or incidental expenses associated with maintenance or repair work throughout contract term.
- 4.6 CONTRACTOR must provide hardware and software maintenance and service for the entire term of the contract. CONTRACTOR will assume all travel expenses and related costs associated with maintenance and service throughout lifetime of contract.
- 4.7 HARDWARE – Equipment must meet the following specifications. All specifications are minimum qualifications unless otherwise indicated:
 - Native Input data format - TIFF (single/multi-page), compressed (G3, G4, LZW / non-compressed)
 - Supported formats in Black and White, greyscale and color: Tiff, Tiff LZW, JPG, JPG 2000, PDF, BMP, JPM, GIF, CAD Files, Microsoft Word, Microsoft Excel
 - 1600 pages per hour processing (8.5 x 11 single page tiff 300dpi, one page per frame)
 - Film: 16mm and 35mm film; color, b&w on cassettes of 100ft to 1000ft film length
 - Minimum 14.7 million pixel monitor
 - Optical resolution: over 120 line pairs/mm on the film in dpi (A4: 900 dpi, A3: 600 dpi, A2: 400 dpi, A1: 300 dpi, A0: 200 dpi)
 - Zoom/Division/Rotation - Simultaneous processing during image (edit) processing
 - Dimensions – Footprint not to exceed 1800 sq in (50" width x 36" depth)
 - Desktop Specifications Operating System - Windows 10
 - Windows 2012 Server
 - CPU- Pentium 2.4 GHz or higher
 - Memory - 1 GB or more
 - Hard Drive -40 GB or more free space
 - Network Interface - 2 - Ethernet 100/1000 ports required
 - Minimum ninety (90) day warranty, parts and labor
- 4.8 INSTALLATION OF EQUIPMENT – CONTRACTOR to install equipment on premises. Install to include:
 - Configuration of hardware/software to work on Pima County's network.
 - Cartridge installation and removal.
 - Software configuration to support all imaging efforts described in specifications.
 - Configure for output to formats as listed to be stored on either the local device as well as Pima County networked location.

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- Validate and configure system to allow for simultaneous processing of the image while editing the image.
- Test and validate ability to image and store up to or exceeding 1600 pages per hour in multiple formats.
- Demonstrate and install both 16mm and 35mm cassettes.

4.9 ANNUAL MAINTENANCE AND SUPPORT

- 4.9.1. Annual Maintenance & Support fees are payable 60 days following receipt of invoice to be generated by CONTRACTOR upon conclusion of CONTRACTOR Warranty Period, and thereafter on an annual basis from that date.
 - 4.9.2. These fees shall not exceed 15% of the County's purchase price or cumulative purchase price of CONTRACTOR software over the years of the agreement.
 - 4.9.3. Annual Maintenance & Support Service is limited to term of contract on any major release of the Software. In the event that the County does not upgrade to a supported release before support for their release is withdrawn, CONTRACTOR reserves the right to either charge an additional amount over and above the Annual Support Fee to provide CONTRACTOR Support Services for otherwise unsupported releases (percent increase will follow the PPI series ID: PCU5112, Software Publishers, up to a maximum of 3% per year above County previous year's support charge; or, providing the County one year written notice that CONTRACTOR will immediately cease providing the CONTRACTOR Support Services on that future date). PPI base month shall be May 2009. Calculation of percentage change will be figured per Bureau of Labor Statistics, Producer Price Indexes Escalation Guide for Contracting Parties, which is located at <http://stats.bls.gov/ppi/ppiescalation.htm>
 - 4.9.4. Key actions of the parties to be performed in relation to CONTRACTOR Support Services: see Exhibit A Pima County ITD Software License and Maintenance Agreement Standard Specifications.
 - 4.9.5. Software Maintenance Service – CONTRACTOR agrees to the terms and conditions stipulated in Exhibit A Pima County ITD Software License and Maintenance Agreement Standard Specifications.
- 4.10. The resulting agreement shall provide for the order, delivery and placement of equipment as well as training of personnel on the new equipment and a warranty to cover parts and labor for the hardware and software. CONTRACTOR shall guarantee that their offer and proposed solution shall successfully interface with Pima COUNTY's current equipment and network environment. The proposed equipment and pricing shall be all inclusive. If any additional hardware or software is required beyond what is proposed in the offer to the COUNTY, it shall be provided to the COUNTY at no additional cost.
 - 4.11. CONTRACTOR shall provide on-site maintenance for equipment during the initial warranty coverage.
 - 4.12. CONTRACTOR shall provide on-site services agreement for post-warranty coverage.
 - 4.13. CONTRACTOR shall provide telephone support during regular business hours, Mountain Standard Time.
 - 4.14. CONTRACTOR's price shall include delivery, installation and setup in complete operating condition. Testing of equipment and successful performance will be done in the presence of COUNTY staff to be considered a complete installation.
 - 4.15. Upon delivery, installation and training the COUNTY shall perform its acceptance testing and inspection of the equipment after which time the equipment shall be deemed accepted unless the COUNTY notifies CONTRACTOR of any performance issues.
 - 4.16. CONTRACTOR shall provide minimum of eight (8) hours of on-site training to completely familiarize COUNTY personnel in the use and care of the equipment. COUNTY will schedule with CONTRACTOR for training.
 - 4.17. Upon expiration of the warranty, maintenance shall begin. CONTRACTOR shall provide maintenance pricing to cover all labor, parts and equipment and any other services required to maintain the equipment. Note: travel and related expenses will not be paid separately for maintenance and repair work.
 - 4.18. CONTRACTOR shall provide two (2) sets of comprehensive operational manuals and a CD of manual if available, service manuals and schematic diagrams.

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4.19. If CONTRACTOR provides leasing program (Options B and/or C):

4.19.1. Include detailed description of financing offered for 5 and/or 7 year terms. All submissions must be based on a percentage of the Federal Reserve Publications H.15 (519) Selected Interest Rates thereby allowing a fixed rate to be easily calculated at the time the funds are to be taken down. Include a chart showing the published index figure on a quarterly basis for the past three years so that rate trends can be evaluated.

4.19.2. Provide an itemized fee schedule that would apply to this lease. All costs and expenses, including closing or service charges for the master lease agreement and subsequent take downs, should be incorporated in solicitation which will be stated as a percent of the Federal Reserve Publications H.15 (519) Selected Interest Rates. No additional expenses will be paid by the COUNTY which are above and beyond the lease payment. Offers must also include the payment schedule options being proposed; e.g. monthly, quarterly, semi-annual payment, etc.

SUSTAINABILITY: In accordance with BOS Resolution 2007-84, Pima County values and encourages sustainable practices. Please **CHECK which of the following your business incorporates:**

Waste prevention/reduction or material recycling/reuse?

Alternative energy/fuels (such as solar/wind energy, bio-diesel, alternative fuels, hybrid vehicles) in your program's preparation, transportation, and demonstration?

Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?

Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?

Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located within Pima County)?

5. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept offers and execute contracts by issue of a Master Agreement (MA) to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO) document. Order documents will be furnished to Contractor via facsimile, e-mail or telephone. **If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.**

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

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF GOODS AND SERVICES:

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

7. COMPENSATION & PAYMENT:

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

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

All Invoice documents will reference the County's Delivery Order (DO) under which the services or products were ordered.

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ALL Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are **net thirty (30) days** from the date of valid invoice document and do not commence until the later of receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated Delivery Order (DO) to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: % if payment tendered within Days as above.

The Master Agreement (MA) issued to accept Contractor's offer will define the not to exceed amount of the contract.

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

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the delivery article of this contract or accepted *Order* for services or products and all freight costs must be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

Price Warranty: CONTRACTOR will give COUNTY the benefit of any price reduction before actual time of shipment.

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

Quantities referred to are estimated quantities. COUNTY reserves the right to increase or decrease the quantities and amounts. **No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement.** COUNTY is not responsible for Contractor inventory or order commitment.

Unit prices offered must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the contract.

CONTRACTOR will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed COUNTY's order. Contractor will bill COUNTY within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of COUNTY's order and document each Payment Accrual Date. COUNTY may

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refuse to pay any amount billed in an untimely manner or which is not conforming to COUNTY's order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

UNIT PRICES (Net 30 day Payment Terms)

PLEASE COMPLETE OPTION A, OPTION B, OR OPTION C, or any combination of Options A, B, or C as they apply; all options are not required. For each selected Option, all line items must be bid in order to be considered for evaluation and award.

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OPTION A

**PRICES REFLECT PURCHASE PRICE.
 CONTRACTOR AGREES TO UTILIZE PIMA COUNTY'S
 HP FINANCIAL SERVICES LEASING CONTRACT.
 LEASING PRICE WILL DETERMINE LENGTH OF TERM OF CONTRACT.**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Zeutschel OP 600 Archive Writer OR <u>Equivalent make and model.</u> Complete Exhibit B: Equivalency, attach product and warranty description/brochure and submit as a part of your quote. Equivalent: Make: _____ Model: _____	1	EA		
2	Name of Software: _____	1	EA		
3	On-site installation	1	EA		
4	Travel costs and all incident expenses associated with installation	1	EA		
5	Initial Training (one time only)	1	EA		
6	Travel costs and all incident expenses associated with initial training	1	EA		
7	Software Maintenance – years 1-5 (if applicable, total maintenance costs not to exceed 15% of software costs)	5	EA		
8	Software Maintenance – years 6-7 (if applicable, total maintenance costs not to exceed 15% of software costs)	2	EA		
9	Hardware Preventative Maintenance – years 1-5 (total maintenance costs not to exceed 20% of hardware totals. Travel and all incidental expenses to be assumed by CONTRACTOR.)	5	EA		
10	Hardware Preventative Maintenance – years 6-7 (total maintenance costs not to exceed 20% of hardware totals. Travel and all incidental expenses to be assumed by CONTRACTOR.)	2	EA		
11	Licensing – Provide pricing for <u>either PER PROCESSOR or PER SEAT</u> as applicable. If per seat, provide incremental package pricing with bid (if available).	Per Processor	1	EA	
		Per Seat	10	EA	
12	Freight	1	EA		
13	Hourly Rate for Unscheduled Repairs/Service _____				
	Although taxes will be paid <u>IF</u> applicable do <u>NOT</u> include sales tax in unit price.			TOTAL BID	

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OPTION B

**CONTRACTOR PROVIDES LEASING PROGRAM.
PRICES REFLECT LEASE PRICE FOR A FIVE (5) YEAR TERM.**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Zeuschel OP 600 Archive Writer OR Equivalent make and model. Complete Exhibit B: Equivalency, attach product and warranty description/brochure and submit as a part of your quote. Equivalent: Make: _____ Model: _____	1	EA	\$	\$
2	Name of Software: _____	1	EA	\$	\$
3	On-site installation	1	EA	\$	\$
4	Travel costs and all incident expenses associated with installation	1	EA	\$	\$
5	Initial Training (one time only)	1	EA	\$	\$
6	Travel costs and all incident expenses associated with initial training	1	EA	\$	\$
7	Software Maintenance – years 1-5 (if applicable, total maintenance costs not to exceed 15% of software costs)	5	EA	\$	\$
8	Hardware Preventative Maintenance – years 1-5 (total maintenance costs not to exceed 20% of hardware totals. Travel and all incidental expenses to be assumed by CONTRACTOR.)	5	EA	\$	\$
9	Licensing – Provide pricing for <u>either PER PROCESSOR or PER SEAT</u> as applicable. If per seat, provide incremental package pricing with bid (if available).	Per Processor	1	EA	
		Per Seat	10	EA	
10	Freight	1	EA	\$	\$
Subtotal Equipment and Service					\$
11	Hourly Rate for Unscheduled Repairs/Service _____				
12	Lease Financing Terms: Interest Rate on Lease: _____ Proposed Payment Schedule: _____ _____ _____ Name of Escrow Agent: _____ Escrow Fee Schedule: _____ Current Interest Rate on Similar Escrow Accounts: _____				
TOTAL LEASE AMOUNT PRICE REFLECTS LEASE PRICE FOR A FIVE (5) YEAR TERM		5	YR	\$	\$

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OPTION C

**CONTRACTOR PROVIDES LEASING PROGRAM.
PRICES REFLECT LEASE PRICE FOR A SEVEN (7) YEAR TERM.**

ITEM #	ITEM NAME	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Zeuschel OP 600 Archive Writer OR <i>Equivalent make and model. Complete Exhibit B: Equivalency, attach product and warranty description/brochure and submit as a part of your quote.</i> Equivalent: Make: _____ Model: _____	1	EA	\$	\$
2	Name of Software: _____	1	EA	\$	\$
3	On-site installation	1	EA	\$	\$
4	Travel costs and all incident expenses associated with installation	1	EA	\$	\$
5	Initial Training (one time only)	1	EA	\$	\$
6	Travel costs and all incident expenses associated with initial training	1	EA	\$	\$
7	Software Maintenance – years 1-7 (if applicable, total maintenance costs not to exceed 15% of software costs)	7	EA	\$	\$
8	Hardware Preventative Maintenance – years 1-7 (total maintenance costs not to exceed 20% of hardware totals. Travel and all incidental expenses to be assumed by CONTRACTOR.)	7	EA	\$	\$
9	Licensing – Provide pricing for <u>either PER PROCESSOR or PER SEAT</u> as applicable. If per seat, provide incremental package pricing with bid (if available).	Per Processor	1	EA	
		Per Seat	10	EA	
10	Freight	1	EA	\$	\$
Subtotal Equipment and Service					\$
11	Hourly Rate for Unscheduled Repairs/Service _____				
12	Lease Financing Terms: Interest Rate on Lease: _____ Proposed Payment Schedule: _____ _____ _____ Name of Escrow Agent: _____ Escrow Fee Schedule: _____ Current Interest Rate on Similar Escrow Accounts: _____				
TOTAL LEASE AMOUNT PRICE REFLECTS LEASE PRICE FOR A SEVEN (7) YEAR TERM		7	YR	\$	\$

8. DELIVERY:

As defined by the Standard Terms, "On-Time" delivery is an essential part of the consideration to be given to COUNTY under the contract. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Delivery Order (DO) or Contract.

Delivery location:

Attn: Eric Flohr
Pima County Clerk of the Board
Document and Micrographics Management Division (D&MM)
1640 E. Benson Highway
Tucson, AZ 85714

CONTRACTOR guarantees delivery of product within fourteen (14) calendar days of order. CONTRACTOR guarantees delivery of service **as stipulated in section 4 and Exhibit A**. If required to satisfy the guaranteed delivery interval Contractor will utilize premium freight method at no additional cost to County.

9. TAXES, FEES, EXPENSES:

Articles sold to COUNTY are exempt from federal excise taxes. COUNTY is subject to State and City sales tax. COUNTY will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless expressly included in the contract and itemized by the solicitation documents.

10. OTHER DOCUMENTS:

Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 212809 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

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

11.1 Minimum Scope and Limits of Insurance:

Contractor shall provide coverage with limits of liability not less than those stated below:

11.1.1 Commercial General Liability (CGL) – Occurrence Form

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance, with a limit of not less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate

The policy shall include coverage as stated above for bodily injury, broad form property damage, personal injury, products and completed operations, and blanket contractual coverage. Policy shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

11.1.2 **Automobile Liability** – Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than \$1,000,000 with respect to

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any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

11.1.3 Workers' Compensation and Employers' Liability - Workers' Compensation insurance to cover obligations imposed by state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than: \$500,000 for each accident, \$500,000 disease for each employee, and; \$1,000,000 disease policy limit.

11.1.4 Technology/Network Errors and Omissions Insurance –

The Technology/Network E&O coverage shall have minimum limits of:

- \$5,000,000 Each Claim
- \$5,000,000 Annual Aggregate

Errors and Omissions Insurance Coverage to include:

- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
- Computer viruses, Trojan horses, worms and any other type of malicious or damaging code;
- Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
- Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
- Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
- Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
- Loss or disclosure of confidential information no matter how it occurs;
- Systems analysis, Software Design and Systems programming,
- Data processing and 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.

Additional Requirements for the E&O Coverage:

1. 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.
2. The policy shall cover professional misconduct or lack of ordinary skill for those positions that work on this contract.

11.2 Additional Insurance Requirements:

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

11.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions,

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officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

- 11.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 11.2.3 Primary Insurance Endorsement: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.
- 11.2.4 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 11.2.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 11.2.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention.

11.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to Pima County, within thirty (30) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

11.4 Verification of Coverage:

- 11.4.1 Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona with an "A.M. Best" rating of A- VI. Pima County in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 11.4.2 All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate.
- 11.4.3 All certificates and endorsements are to be received and approved by Pima County before work commences. Each insurance policy must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project.
- 11.4.4 Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish, upon request by Pima County, separate certificates and endorsements for each subcontractor.
- 11.4.5 If a policy expires during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

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11.5 Subcontractors:

Contractor's certificate(s) will include all subcontractors as additional insureds under its policies **OR** Contractor will furnish to COUNTY upon request separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

11.6 Approval and Modifications:

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

12. PERFORMANCE BOND:

None

13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Contractor acknowledges that the following solicitation addenda have been incorporated in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE certified as defined by the solicitation's 'Instruction To Bidders'? **Yes** **No** (Select one)
If 'Yes', have you included your certification document? Yes No (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied

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15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: _____

PHONE: _____ **FAX:** _____

CONTACT PERSON EMAIL ADDRESS: _____

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:

CORPORATE HEADQUARTERS LOCATION:

STREET ADDRESS, CITY, STATE, ZIP: _____

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

SIGNATURE: _____ **DATE:** _____

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: _____

County Attorney Contract Approval "As to Form"

PIMA COUNTY STANDARD TERMS AND CONDITIONS (03/18/15)

1. OPENING:

Responses will be publicly opened and each respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:

Responses shall be evaluated to determine which are most advantageous to Pima County (COUNTY) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, COUNTY will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

COUNTY, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing offered by Contractor.

3. AWARD NOTICE:

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of COUNTY. Unless expressly agreed otherwise, resulting contracts are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION and APPLICABLE LAW:

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

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

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from COUNTY in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo

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(DOM) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

10. PACKING:

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

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of COUNTY.

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

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

12. SPECIFICATION CHANGES:

COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

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

13. INSPECTION:

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

14. SHIPPING TERMS:

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

15. PAYMENT TERMS:

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

16. ACCEPTANCE OF MATERIALS AND SERVICES:

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

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

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

18. FRAUD AND COLLUSION:

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

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by COUNTY. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY contracts can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Contracts*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

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22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

24. ASSIGNMENT:

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

25. CONFLICT OF INTEREST:

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all COUNTY Master Agreements or Purchase Orders as if set forth in full therein.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, CONTRACTOR must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

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

28. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

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29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

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

30. AMERICANS WITH DISABILITIES ACT:

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

31. NON-EXCLUSIVE:

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

32. PROTESTS:

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

33. TERMINATION:

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

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

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

35. INDEPENDENT CONTRACTOR:

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

36. BOOKS AND RECORDS:

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

37. COUNTERPARTS:

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of COUNTY are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

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

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

CONTRACTOR is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

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

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

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

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

CONTRACTOR will advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

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

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical

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path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY COUNTY:

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

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

**Exhibit A – Pima County ITD Software License
and Maintenance Agreement Standard Specifications**

CONTRACTOR shall additionally include the following within its License and Annual Support Agreement proposals.

1 Definitions

Acceptance (Acceptance Period) For each Deliverable under this Agreement, County shall have an "Acceptance Period" beginning on the Delivery Date. During the Acceptance Period, County may cancel the license by giving written notice to CONTRACTOR and returning the Deliverable [in a commercially reasonable manner]. Unless such cancellation notice is given, the license will be deemed accepted by County at the end of the Acceptance Period.

Completion If, in the sole opinion of County, the Software satisfies the Acceptance Criteria, then CONTRACTOR shall be deemed to have completed its delivery obligations.

Rejection If in the sole opinion of County, the Software does not satisfy the Acceptance Criteria, then:

- (a) **Notification.** County shall itemize in writing each failure to satisfy the Acceptance Criteria.
- (b) **Correction.** CONTRACTOR shall promptly correct the Software and upon delivery of such correction and deliver the Software to County for re-testing and acceptance.
- (c) **Continued Failure.** If CONTRACTOR's corrections fail to deliver to satisfy the Acceptance Criteria, then County may elect to:
 - (i) Terminate the agreement, or
 - (ii) Adjust the Acceptance Criteria

Per Processor means that the CONTRACTOR licenses its software on a Per Processor basis and the Licensee requires a single 'per processor' license for each processor on which the relevant Software module is run by the Licensee. Software modules licensed on a Per Processor basis may be accessed by users (including employees, agents, contractors and customers of the Licensee) and/or by other software programs. Under this licensing model, there is no limit placed upon the number of users or other software programs accessing the relevant Software module. Per Processor means physical processor or populated socket. Pricing is not charged "per core" on multi-core systems.

Per Seat means that the Licensee requires a single 'per seat' license for each instance of the relevant Software module installed on a physical device (including, desktop and laptop personal computers (PCs), personal digital assistants or other wireless devices (PDAs)), or web enabled device that is used to access the server software. If the software is deployed on multiple physical devices used solely by one USER in a non-concurrent fashion then this is designated as one seat only. The Per Seat license can be used to install the relevant Software module on (i) any machine with access to the network (including machines of employees working at offsite locations, such as home workers), (ii) the machines of employees of partner organizations provided by Licensee to CONTRACTOR and (iii) the machines of employees of tenant organizations provided by Licensee to CONTRACTOR, in the case of an outsourcing arrangement;

Escalation is a formal process through which one or both sides arbitrate disputes. For example: A manager with more authority needs to be consulted in order to make decisions to assign more resources in order to resolve a specific incident.

Employee, for the terms of this agreement, is any employee, agent, contractor, business third party provider or other governmental agency(s) serviced by Licensee.

Joint means that all named parties will participate together to accomplish the listed activity. For example: CONTRACTOR and Pima County will have **joint** responsibility for the configuration of the application.

Lead means that the named party will act as the principal role for the activities listed. For example: **CONTRACTOR has lead responsibility for installation and configuration of the application according to Industry Best Practice, Pima County specification or CONTRACTOR specification.**

Limited Named User is a Named User who performs operational roles within the software which are limited in specific functional/modules areas (e.g., Finance, Human Resources) .

Named User is an employee of Licensee authorized to access, directly or indirectly, the licensed software and perform operational roles within the software and across multiple operational modules/functions.

Off-Site is defined as not on Pima County premises. For example: Technical support will be handled by the CONTRACTOR off-site at the headquarters of the CONTRACTOR.

On-Site is defined as on Pima County premises. For example, installation services will be performed by the CONTRACTOR on-site.

Response times measure how long it takes the CONTRACTOR to respond to a support request raised via the CONTRACTOR's online support system.

Self Service User is a Named User who performs employee self-service related (non job specific) roles supported by the Software. Each Self Service User shall access the Software solely for such individual's own purpose and not for or on behalf of other individuals.

Site means the Licensee's address at where the Software shall be installed, it being understood that the Software may be deployed at multiple sites, but only operationally installed at the Production Site and Business Disaster Continuity Site.

Solution means the overall resolution or answer which is presented to and required by Licensee, and defined within Licensee RFP to include all interfaces/data conversions CONTRACTOR is obligated to supply through this Agreement. CONTRACTOR solution means the Solution excluding interfaces/data conversions.

Support means that the named party is to watch, assist and give guidance as necessary for the activity listed. For example: Pima County is to support the configuration of the system through the specification of configuration options.

Upgrade means any maintenance release of the CONTRACTOR Software or new version of the CONTRACTOR Software which enhances existing functionality and which is supplied to the Licensee through their enrollment in an annual maintenance & support agreement. Per CONTRACTOR documentation of software licensed by Licensee in this License agreement, any future software product released by CONTRACTOR that contains similar functionality will be defined as a maintenance release.

Validation is the assurance that a product, service, or system meets the needs of the customer and other identified stakeholders. It often involves acceptance and suitability with external customers.

Verification is the evaluation of whether or not a product, service, or system complies with a regulation, requirement, specification, or imposed condition. It is often an internal process.

Warranty Period shall mean the period of 365 days from the date of Licensee going "Live in Production" (Acceptance of Defined Payment Milestone by Licensee in agreement) with the Software.

2 Right To Use

CONTRACTOR grants to the Licensee a perpetual, non-exclusive and non-transferable license to Use the Software and any Upgrades, patches or workarounds supplied by CONTRACTOR to the Licensee in the performance of its obligations under this Agreement, within the Authorized Licensing Parameters for the Licensee's internal business purposes only and to possess and refer to the Documentation. Software is transferable to any other entity that Licensee provides services to or receives services from based on Board of Supervisor decisions to outsource Licensee business areas or provide similar services to other governmental entities due to governmental consolidation/services agreements, provided however that Licensee shall not exceed the Authorized Licensing Parameters in this event.

County shall have the right to upgrade or replace any equipment in the network and continue to use the System on the network. County shall not be required to pay the CONTRACTOR any additional licensing fee or other fees as a result of using the System in conjunction with the upgraded or replacement equipment on the network.

The Licensee may make a reasonable number of back-up copies of the Software and the Documentation as are strictly necessary for its lawful use. The Licensee shall maintain records of the number and location of all such copies of the Software and the Documentation. Licensee has the right to deploy a test, production, staging, training and business backup and/or disaster continuity instance with unrestricted copy restrictions.

CONTRACTOR will, for the benefit of its licensee, establish a license escrow agreement and maintain current source code, object code of the CONTRACTOR Software and Documentation (CONTRACTOR Solution) in escrow with a

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certified Escrow agent. The Licensee can upon request be registered as a beneficiary under this License Escrow Agreement. CONTRACTOR shall bear the cost of this Escrow arrangement. In the event of bankruptcy or termination of maintenance support of CONTRACTOR Solution by CONTRACTOR to its customer base, then the escrow agreement will specify that a copy of this source code, object code and documentation will be provided to Licensee for the sole purpose of providing the ability to continue support of the CONTRACTOR Solution applicable to this agreement. In such case, Licensee shall have the right to support this CONTRACTOR Solution internally within its organization. In no event shall the source code be used for any other purpose. In no event shall the title or any rights, including intellectual property rights, to the proprietary and trade secret source code be transferred to Licensee. The mechanisms for deposit, maintenance, and release of software to and from the escrow agent will be pursuant to the terms of a mutually agreed escrow agreement, and this escrow agreement will not include additional or different terms for the CONTRACTOR Solution to Licensee than those described above.

3 Annual Maintenance & Support

Annual Maintenance & Support fees are payable 60 days following receipt of invoice to be generated by CONTRACTOR upon conclusion of CONTRACTOR Warranty Period, and there after on an annual basis from that date.

These fees shall not exceed 15% of the Licensee's purchase price or cumulative purchase price of CONTRACTOR software over the years of the agreement.

Annual Maintenance & Support Service is limited to five (5) years on any major release of the Software. In the event that the Licensee does not upgrade to a supported release before support for their release is withdrawn, CONTRACTOR reserves the right to either charge an additional amount over and above the Annual Support Fee to provide CONTRACTOR Support Services for otherwise unsupported releases (percent increase will follow the PPI series ID: PCU5112, Software Publishers, up to a maximum of 3% per year above Licensee previous year's support charge; or, providing the Licensee one year written notice that CONTRACTOR will immediately cease providing the CONTRACTOR Support Services on that future date). PPI base month shall be May 2009. Calculation of percentage change will be figured per Bureau of Labor Statistics, Producer Price Indexes Escalation Guide for Contracting Parties, which is located at <http://stats.bls.gov/ppi/ppiescalation.htm>

4 Service Levels

4.1 Key Actions

The key actions of the parties to be performed in relation to the CONTRACTOR Support Services are as follows:

Lines of Support Service:	Responsibility:	Key Actions:
Help Desk - either at licensee site or through a shared service facility	Licensee	Incident analysis and determination. Incident resolution where possible (excluding changes to the Software); otherwise, escalation to 1st Line by means of completing and forwarding a PROBLEM ANALYSIS FORM to CONTRACTOR.
1st Line - Incident Analysis & Resolution	CONTRACTOR or Licensor	Incident resolution – Resolve the incident where possible (excluding changes to the Software) using documentation/Known error database etc. Incident Analysis – rule out User Error by replication, Configuration issue etc. Determination Analysis – Determine where the issue lies i.e. Hardware, Application, Network etc. and act accordingly. Configuration Analysis - Resolve Standard configuration incidents within CONTRACTOR configurable components. Escalation - In the event of not being able replicate/fix an issue attach relevant logs and escalate to 2nd line support.
2nd Line – Incident Analysis	CONTRACTOR or Licensor	Priority Determination - Call back Licensee and validate Software incident and resolve the incident if possible; otherwise, agree incident Priority Code with Licensee. Logging Activation – Activate the logging to capture Exceptions/ Errors etc. Replication - Replication of embedded issue using all information provided from 1st Level Support in Test Suite.

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		<p>Component Analysis - Establish in which component the error lies and any dependencies.</p> <p>Defect / Wish / Enhancement - Establish if this issue is a Enhancement Request, Defect, Wish, Change or Amendment and report to 3rd Level accordingly.</p>
3rd Line - Maintenance Service	CONTRACTOR or Licensor	<p>Validation – Validate PROBLEM ANALYSIS FORM or request further information.</p> <p>Schedule Fix - Schedule Fault resolution based on Priority Code.</p> <p>QA - Test and implement resolution.</p>

Licensee shall use its best endeavors to resolve all Faults through the application of the CONTRACTOR Support Services and the skills that the Licensee has been taught during the support training provided to it by CONTRACTOR. Licensee shall ensure that appropriately trained personnel are engaged at all times in providing the CONTRACTOR Support Services described above. Licensee has the right to require escalation of the incident for Severity A or B incidents.

4.2 Severity Codes

Severity Codes will be agreed upon by both Pima County and the CONTRACTOR. In the case of disagreement Pima County retains the right to assign final assignment of the Severity Code.

Severity Code:	Description:
A	County's business is stopped or significantly impaired or restricted due to a Fault that is preventing or severely degrading County's operational use of the Software/Hardware (or significant functionality within the Software/Hardware).
B	County's business is impaired or restricted due to a Fault that either occurs rarely or for which a viable workaround is available.
C	Fault causing little or no impact upon the County's business.

4.3 Guaranteed Response Times

CONTRACTOR will use all reasonable endeavors to respond to and resolve (including by means of workaround, temporary fix or emergency bypass procedures) Faults (excluding those which have been resolved by the Licensee) within the agreed upon timeframe.

The response time measures how long it takes the CONTRACTOR to respond to a support request raised via the CONTRACTOR's online support system. The CONTRACTOR is deemed to have responded when it has replied to the client's initial request. This may be in the form of an email or telephone call, to either provide a solution or request further information.

- Guaranteed response times depend on the Severity Code of the incident(s).
- Support hours are subject to definition by the CONTRACTOR.
- Response times are measured during working hours (8:00am - 5:00pm Arizona - Mountain Standard Time). For example, if an issue is reported at 5:00pm with a response time of 60 minutes, the CONTRACTOR has until 9:00am the following day to respond.

Severity Code	Response Time	Fix Time
A	Within 1 Support Hour	Within 48 Support Hours
B	Within 4 Support Hours	Within 48 Support Hours
C	Within 72 hours	120 Support Hours

4.4 Response Time Measurement and Penalties

Response times are measured using the CONTRACTOR's support ticketing system, which tracks all issues from initial reporting to resolution. It is vital that the client raises every issue via this system. If an issue is not raised in this way, the guaranteed response time does not apply to that issue.

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If the CONTRACTOR fails to meet a guaranteed response, a penalty will be applied in the form of a credit for the client. This means the following month's fee payable by the client will be reduced on a sliding scale. The level of penalty will be calculated depending on the number of hours by which the CONTRACTOR missed the response time, minus the downtime permitted by the SLA.

Severity code	Penalty per hour (Pro-rated to nearest minute)
A	5% of total monthly fee (In the case of annual maintenance fees, monthly fee shall be calculated as follows: annual amount divided by 12)
B	2% of total monthly fee (In the case of annual maintenance fees, monthly fee shall be calculated as follows: annual amount divided by 12)
C	1% of total monthly fee (In the case of annual maintenance fees, monthly fee shall be calculated as follows: annual amount divided by 12)

Important notes:

- Response time penalties in any month are capped at 50% of the total monthly fee
- Response times are measured during working hours (8:00am - 5:00pm Arizona - Mountain Standard Time). For instance, if an issue is reported at 5:00pm with a response time of 60 minutes, the CONTRACTOR has until 9:00am the following day to respond.

4.5 Guaranteed Uptime Levels

In order to enable the client to do business effectively, the CONTRACTOR guarantees that certain items will be available for a certain percentage of time.

The level of guaranteed uptime depends on the Severity code of each item:

Severity code	Guaranteed uptime
A	99.9%
B	99.5%
C	99.0%

4.5.1 Uptime Measurement and Penalties

Uptime is measured the using CONTRACTOR's automated systems, over each calendar month. It is calculated to the nearest minute, based on the number of minutes in the given month (for instance, a 31-day month contains 44,640 minutes).

If uptime for any item drops below the relevant threshold, a penalty will be applied in the form of a credit for the client. The following month's fee payable by the client will be reduced on a sliding scale. The level of penalty will be calculated depending on the number of hours for which the service was unavailable, minus the downtime permitted by the SLA:

Severity Code	Penalty per hour (Pro-rated to nearest minute)
A	5% of total monthly fee (In the case of annual maintenance fees, monthly fee shall be calculated as follows: annual amount divided by 12)
B	2% of total monthly fee (In the case of annual maintenance fees, monthly fee shall be calculated as follows: annual amount divided by 12)
C	1% of total monthly fee (In the case of annual maintenance fees, monthly fee shall be calculated as follows: annual amount divided by 12)

Important notes:

- Uptime penalties in any month are capped at 50% of the total monthly fee
- Uptime measurements exclude periods of routine maintenance. These must be agreed between the CONTRACTOR and client in advance.

4.6 Remote Incident Analysis

In the case of a serious non-reproducible Fault, the Licensee will allow, with prior written agreement, on-line remote diagnosis. This method allows CONTRACTOR, via secure methods (such as password control at the user site), to electronically gain access to the equipment being used to run the Software. It is the responsibility of the Licensee to ensure that the correct hardware, communications and remote control applications are in place and that such remote diagnostic service is feasible and complies with any data protection requirements or legislation.

4.7 On-Site CONTRACTOR Support Services

The Licensee may request (subject to availability of personnel) on-site CONTRACTOR Support Services for Severity Code A Faults, which cannot be resolved in the normal manner or for implementation support for significant PROBLEM ANALYSIS FORMs. These services shall be provided by CONTRACTOR at no charge.

4.8 Success Criteria

For issues requiring changes to system configuration or version, testing of changes shall be performed using test cases. Each individual test case shall be classified per the Test Code table that follows. In addition each individual test shall be noted as a pass or fail. A report summary shall be generated for each testing session noting the test number (sequence), test code and pass or fail. A summary table shall be created for each test code determining the percentage of passed tests. In order for the test to be determined successful, it shall meet or exceed the acceptable pass levels noted below.

Test Code:	Description:	Acceptable Pass levels:
1	Critical – Essential product functionality	100%
2	Important – Necessary to to the product for business functions	90%
3	Medium – Functions of the system are not working but there are work arounds	80%
4	Desired – Additionally functionality that is requested	60%

Issues shall be classified using a Severity code defined in 4.2. and entered into an issue log. In order for a change to proceed, acceptable issue resolution levels shall be met or exceeded.

Severity Code:	Acceptable Issue Resolution levels:	Description:
A	100%	No issues that have a Severity A are discovered -or- all Severity A issues must be completely resolved
B	90%	90% of issues that have a Severity B have been resolved
C	80%	80% of issues that have a Severity C have been resolved

4.9 Acceptance and Retest with Right to Terminate and Damages

The Acceptance Tests shall be agreed by the parties in accordance with the Implementation Plan.

The CONTRACTOR shall make reasonable efforts to ensure that the New Software is ready for acceptance testing by the Planned Acceptance Date. The CONTRACTOR shall give the County thirty (30) working days' prior notice in writing of the date when it will be ready to commence the Acceptance Tests. Unless otherwise agreed, the Acceptance Tests shall take place on the working day after software delivery has occurred. If the New Software is not ready for acceptance testing by the Planned Acceptance, save where such failure results from the default by the County of its obligations under this Agreement, the CONTRACTOR shall pay to the County by way of liquidated damages daily commencing on the day after the Planned Acceptance Date and expiring on the Acceptance Date. Such payment shall be without prejudice to the CONTRACTOR's obligation to complete the New Software as soon after the Planned Acceptance Date as shall be reasonably possible.

The County shall accept the New Software immediately after the New Software has passed the Acceptance Tests. If at any time the County shall commence live running of the whole or any part of the New Software (other than in the Acceptance Tests) then the County shall be deemed to have accepted the New Software.

If the New Software fails to pass the Acceptance Tests, repeat tests shall be carried out until the earlier of the following occurs:

1. THE NEW SOFTWARE PASSES THE ACCEPTANCE TESTS;
2. THE ACCEPTANCE TESTS HAVE BEEN REPEATED 3 TIMES; OR
3. A 30-DAY PERIOD FROM THE COMPLETION OF ACCEPTANCE TESTS HAS EXPIRED.

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If the New Software has not been accepted by the County on or after the occurrence of the events specified in 2 or 3 above, then the County shall be entitled, without prejudice to any other rights or remedies it may have under this Agreement or at law, to terminate forthwith this Agreement by written notice upon the CONTRACTOR and, notwithstanding the liquidated damages in clause below, shall be entitled to damages or compensation for material breach.

5 CONTRACTOR required Client platform standards

Client Application platform defines the operating system supported and the standard office applications that can be leveraged to accomplish business activities. Client hardware devices that support this application platform include Personal Desk Computers (Thin and Thick), Laptop computers, and smart phones. The software programs and applications that are hosted on these hardware devices have a direct correlation to and dependence on the operating systems. Having a standard client platform promotes common development and presentation standards, provides standardized access to shared infrastructure resources and environments (servers, storage and related tools, and data).

PLATFORM	COMPONENT	APPLICATION
Desktop/Laptop	Project Management	Current version of Microsoft Project Professional and no more that 1 release behind current
Desktop/Laptop	Graphics	Current version of Microsoft Visio Professional and no more that 1 release behind current
Desktop/Laptop	Antivirus	Sophos AntiVirus (latest release) for Workstations and Servers
Desktop/Laptop	Software Deployment	Microsoft System Center Configuration Manager system.
Smart Phone	Operating System	iPhone iOS (no more than 2 releases behind current)
Smart Phone	Operating System	Android (no more than 3 releases behind current)
Smart Phone	Operating System	Windows Mobile (no more than 2 releases behind current)
Other	Other	Must be approved for Business Unit standard image/requirements

Having fewer component types drives down operational costs. Note: A current component of the County's client application platform is the mainframe emulator used to access legacy ERP applications. A ITD strategic initiative is currently underway to retire this environment.

5.1 CONTRACTOR required middleware platform standards

The County's ultimate goal is to employ service-oriented architecture (SOA) for all enterprise applications. An SOA architecture leverages emerging technologies such as Web Services and XML to expose core business functionality for integration, consistent standard reporting for system of record information. Encapsulating both existing and new business logic into "Web services" provide the ability to expose business processes across organizational and application boundaries, within the County, other local jurisdictions, the state, the federal government, as well as business partners. XML provides consistent information across boundaries to facilitate data sharing among disparate platforms and systems.

Employing a SOA environment will position the County to take advantage of emerging opportunities offered by these technologies. As the County transitions from doing more software engineering and in-house development to being strategic implementers of Commercial-Off-The-Shelf (COTS) business systems platforms software integration will use this new SOA framework. New applications will have to support an open architecture where these platforms and application architecture framework are based on the SOA industry best practices.

5.2 CONTRACTOR required application platform standards

The below standards are required unless otherwise addressed in a negotiated Statement of Work (SOW) agreed to by both parties. Based on the software, additional details may be included in the specification and/or SOW.

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COMPONENT	APPLICATION	INTERNET /INTRANET	GIS
Database Software	SQL Server (latest release) no more than 2 releases behind current	N/A	SQL Server (latest release)no more than 2 releases behind current
Application Development Framework	.NET Framework (latest release) no more than 2 releases behind current	.NET Framework (latest release)	.NET Framework (latest release) ESRI no more than 2 releases behind current
Virtualization	VMware	VMware	Zones/Containers
Reporting Portal	rePortal	N/A	N/A
Report Writing	Microsoft SQL Reporting Services	Microsoft SQL Reporting Services	Microsoft SQL Reporting Services
LDAP/Directory/Authentication	Windows Enterprise Active Directory	Windows Enterprise Active Directory	Windows Enterprise Active Directory
Data And Process Modeling	Microsoft Visio Professional – (Latest Release)	Microsoft Visio Professional – (Latest Release)	Microsoft Visio Professional – (Latest Release)
Middleware	Microsoft IIS Server	Microsoft IIS Server	Microsoft IIS Server
Workstation Requirements	Microsoft Windows 7 or 8.1, Office 2010 or 2013	Microsoft Windows 7 or 8.1, Office 2010 or 2013	Microsoft Windows 7 or 8.1, Office 2010 or 2013

5.3 Other CONTRACTOR Required Items

The below standards are required unless otherwise addressed in a negotiated Statement of Work agreed to by both parties.

System logging of before and after images - Software must be capable of logging any before and after images at the field level for audit purposes. This function must allow control over logging of Add, Modify, Delete and view at the field level.

Data Archiving & Associated Record Retention Purging - CONTRACTOR Software must provide the capability for system administrators to perform complete archiving and record retention purging of the system data and settings.

Data Dictionary - CONTRACTORS must supply a full description of all database objects including tables, fields, keys triggers, views, metadata, functions and stored procedures.

Application Program Interfaces (API's) - The CONTRACTOR Software must have Application Program Interface (API) available for purpose of data import/export interfaces. (Copy of Spec Sheet may suffice as documentation that substantiates meeting this specification).

Data Warehouse Requirements - The CONTRACTOR must have a data warehousing option that has the capability of automatically extracting data from the transactional data base into a data warehouse for the purposes of creating/developing custom reports. This requirement reduces the need to run complex and long queries against the transaction data base that could potentially cause reduced throughput and slow the transaction system down.

1. **THE CONTRACTOR SOFTWARE MUST SUPPORT SINGLE-SIGN-ON VIA MICROSOFT ACTIVE DIRECTORY.**
2. The CONTRACTOR Software must use MS SQL Server for the underlying database, and must be a MS Windows based application. (A copy of Spec Sheet may suffice as documentation that substantiates meeting this specification.)
3. The database underlying the System shall not be proprietary.
4. The CONTRACTOR Software shall provide a method of restricting access to defined users, with the ability to specify levels of access individually and by group.
5. The CONTRACTOR Software shall provide a full and complete audit trail of users who have accessed the system and what actions were performed.
6. The CONTRACTOR Software shall be browser based, meaning the only software installation and maintenance will be on Pima County servers, and that there will be no installation or maintenance required on the PCs, laptops, or mobile devices of the users.
7. The CONTRACTOR Software shall operate correctly on standard browsers used by any organization inside or outside of Pima County: MS Internet Explorer, Mozilla Firefox, Opera, Apple Safari and associated mobility browser platforms.
8. The CONTRACTOR Software shall operate correctly without requiring users to adjust common security settings (e.g. requiring pop-up blockers to be disabled).
9. The CONTRACTOR Software shall have a documented 99% up-time free of software features.
10. The CONTRACTOR Software shall be able to perform, during peak usages in disaster incidents, at the same level as during average daily processing.
11. The CONTRACTOR Software shall be able to perform at this same level even if the load is at 50% more than the maximum projected capacity for Pima County, to allow for unexpected needs or future growth.
12. The CONTRACTOR Software shall allow for future performance scalability, upgrades to Pima County hardware and/or updates to system software, to incorporate any new features and to allow for growth in size and number agencies within Pima County.
13. The CONTRACTOR Software shall provide a variety of useful reports that can be generated both in real time and at the end of an incident to address operational reports to allow user community to validate successful process completion status, e.g. a snapshot of resource availability status.
14. The CONTRACTOR Software shall provide a robust query environment with drill down capability leveraging a single integrated data warehouse environment.
15. The CONTRACTOR Software shall provide the capability for users to define their own custom reports.
16. The CONTRACTOR Software shall support Pima County Information Technology Environment Specifications as shown in Appendix A.
17. Any modifications made by CONTRACTOR shall be tested and approved by Pima County prior to implementation; and if the CONTRACTORs modifications are not acceptable to the County which would cause a delays in schedule or additional cost to the Project the CONTRACTOR is responsible for associated impacts.

End of Exhibit A

Exhibit B – Equivalency Determination

PERFORMANCE SPECIFICATIONS	Indicate/describe how proposed model is equivalent to the Performance Specifications. Attach Product Brochure and Warranty
Zeutschel OP 600 Archive Writer Equivalent: Make: _____ Model: _____	
Native Input data format - TIFF (single/multi-page), compressed (G3, G4, LZW / non-compressed)	
Supported formats in Black and White, greyscale and color: Tiff, Tiff LZW, JPG, JPG 2000, PDF, BMP, JPM, GIF, CAD Files, Microsoft Word, Microsoft Excel.	
Minimum 1600 pages per hour processing (8.5 x 11 single page tiff 300dpi, one page per frame)	
Film : 16mm and 35mm film; color, b&w on cassettes of 100ft to 1000ft film length	
Minimum 14.7 million pixel monitor	
Optical resolution: over 120 line pairs/mm on the film in dpi (A4: 900 dpi, A3: 600 dpi, A2: 400 dpi, A1: 300 dpi, A0: 200 dpi)	
Zoom/Division/Rotation - Simultaneous processing during image (edit) processing	
Dimensions - Footprint not to exceed 1800 sq in (50" width x 36" depth)	
Desktop Specifications Operating System - Windows 10	
Windows 2012 Server	
CPU- Pentium 2.4 GHz or higher	
Memory - 1 GB or more	
Hard Drive -40 GB or more free space	
Network Interface - 2 - Ethernet 100/1000 ports required	
Minimum ninety (90) day warranty, parts and labor	

End of Exhibit B

ATTACHMENT A: REFERENCE FORM (ONE PAGE)



Your firm has been identified as a current client of the below named Vendor. The Vendor is interested in submitting a bid in response to Pima County's IFB 212809 One (1) New Archive Writer. This form will be used by the County in evaluating the capabilities of the vendor and product quality. Pima County appreciates your time and effort.

PLEASE COMPLETE EACH AND EVERY SECTION.

Section 1:

Name of Contractor for whom reference is given: _____

Contractor's name: _____

Your Name and title: _____

Telephone number: _____ E-Mail address: _____

Section 2:

Has Contractor provided your organization with **One (1) New Archive Writer** for a one-year period or longer? If yes, please specify the time frame (Month/Year) and brand/model:

No -OR- Yes Product has been provided from _____ to _____

Zeutschel OP 600 Archive Writer

Imagelink 9600 Archive Writer

Fujifilm AR-1000

SMA 35 Archive Writer

Other Brand: _____

Model: _____

Unknown

PLEASE RATE THE FOLLOWING ITEMS (circle one):

	<i>Unsatisfactory</i>	<i>Below Average</i>	<i>Average</i>	<i>Above Average</i>	<i>Exceptional</i>
1. Overall satisfaction with quality of products:	0	1	2	3	4
2. Overall satisfaction with services received from Contractor including ordering, delivery, returns, billing and resolving issues:	0	1	2	3	4

Comments: _____

Section 4:

Contractor's Signature: _____

Please return this completed and signed original form to the Contractor for whom this reference is given.

END OF ATTACHMENT A