

PIMA COUNTY NOTICE OF REQUEST FOR PROPOSALS (RFP)

Solicitation Number: 221644 **Title:** Lockbox Services

DUE IN AND OPENS: JUNE 23, 2016 AT 1:00 P.M. LOCAL ARIZONA TIME (MST)

Submit Proposal to:

Pima County Procurement Department
130 West Congress, 3rd Floor, Receptionist
Tucson, Arizona 85701

Pre-Proposal Conference:

June 13, 2016 at 10:00 A.M. Local Arizona Time(MST)

Attendance in person or via conference call is optional and encouraged.

Pima County Procurement Department, 130 West Congress, 3rd Floor, Tucson, Arizona 85701

To join the conference by telephone, call 1(520)222-1111 Participant (Access) Code #3999779

SOLICITATION: Pima County is soliciting proposals from Offerors qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To provide Pima County with Lockbox Services for payment processing per specifications called for herein.

You may download a full copy of this solicitation at www.pima.gov/procure/ifbrfp.htm by selecting the solicitation number. Offerors are required to check this website for addenda prior to the Due In and Opens Date and Time to assure that the proposal incorporates all addenda. Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME (MST), at the address listed above.

A **Pre-Proposal Conference** will be held for the purpose of clarifying requirements and answering prospective offeror questions. It is the responsibility of Prospective Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

Proposals shall be submitted as defined in the Instructions to Offerors, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Offerors must complete and return those documents identified in the Instruction to Offerors Submission of Proposals instruction.

Proposals may not be withdrawn for 90 days after opening except as allowed by Pima County Procurement Code.

Bonds are not required

OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR PROPOSAL.

Questions and Deviation requests shall be submitted in writing to Procurement Department, Attention: Jennifer Moore. All submittals shall reference the Solicitation Number and Title; Questions or Deviation Requests submitted within 8 days of the solicitation *Due In and Opens Date and Time* may not be answered.

Fax: (520) 791-6509 email: Jennifer.Moore@pima.gov

USPO Mail to the following address:

Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

JENNIFER MOORE, CPPB
Commodity/Contracts Officer

Publish: The Territorial: June 7,8,9 & 10, 2016

Table of Contents **Lockbox Services**

Description

Intent & Background Information

Instructions to Offerors

Sample Contract

Sample Contract: Exhibit A: Scope of Services

Sample Contract: Exhibit B: Pima County Treasurer Batch Tax Remittance Files Guidelines, Specifications and Procedures

Sample Contract: Exhibit C: Coupon Specifications

Sample Contract: Exhibit D: Cost Schedule

Attachment 1: Contractor/Offeror Certification Form

Attachment 2: Minimum Qualifications Verification Form

Attachment 3: Questionnaire Form

Attachment 4: Reference List Form

Attachment 5: Deviation Request to Sample Contract and Standard Terms and Conditions

Standard Terms and Conditions

INTENT AND BACKGROUND INFORMATION

Lockbox Services – RFP No. 221644

INTENT:

The Pima County Treasurer is seeking payment processing services (lockbox services) by a provider located in Arizona to process property tax payments.

A Contract is anticipated to be awarded by the Procurement Director on or about July 18, 2016. The contract will allow for a transition period for the services associated with implementation. Services pursuant to provision of Lockbox Services shall commence on or about August 1, 2016 and terminate June 30, 2018 and include a two-year renewal option.

BACKGROUND INFORMATION:

Pima County mails its property tax statements September of each year. Two types of statements are mailed, those with payment coupons and those that are for information purposes. Currently, the Treasurer processes 250,000 to 300,000 payments through its current lockbox provider. Services are to include retrieving mail from the post office box, creating a remittance file for the Treasurer, depositing payments via Image Cash Letter with the Treasurer's servicing bank, providing images of the payments indexed to the remittance file to the Treasurer, providing the envelopes or images of the envelopes during the delinquency periods and various reports

This section is not intended to be inclusive of all services expected of the lockbox service provider, but is intended to provide the responder with a general concept of what services are provided to Pima County by its current lockbox provider. Pima County will consider variations of how these services are provided unless specifically required in this request for proposal.

Pima County operates on a July 1 – June 30 fiscal year basis. The County prints and issues property tax bills (tax). Payments are due in two installments if greater than \$100.00. The first installment is due and payable October 1st and becomes delinquent if postmarked or received after 5:00 p.m. November 1st and the second installment is due and payable March 1st and becomes delinquent if postmarked or received after 5:00 pm May 1st. For payments received by December 31st, any interest due on the first installment is waived. Note that the account number (referred to as the State Code Number) is an alphanumeric number including a check digit on the coupon.

1. PREPARATION OF RESPONSES

All proposals shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the proposal. Typewritten responses are **preferred**.

All proposals shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the proposal.

Surety required by this solicitation may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

2. PRICING and OFFER DOCUMENTS

Throughout this solicitation document, the meaning of *proposal* and *offer* are intended to be synonymous.

Offerors shall complete and submit their offers utilizing the forms provided by this solicitation. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. Failure to comply may cause the proposal to be improperly evaluated or deemed non-responsive.

The proposal/offer certification document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation. Failure to do so may be cause to reject the proposal as non-responsive.

All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should offeror during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to the County, that offeror shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by offeror shall include all costs required to implement and actively conduct and document cost control and reduction activities. Unit Prices shall include all costs and, unless otherwise specified, shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destinations"). Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days. Pima County reserves the right to question and correct obvious errors.

3. GENERAL SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive proposals.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the offeror's sole risk.

Items included in the proposal shall meet the specifications and requirements set forth by the solicitation.

Deviation requests shall specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted prior to the initial solicitation due date. Requests submitted within 8 days of the solicitation due date may not be answered. Acceptance or rejection of said deviation request shall be at the sole discretion of the County and in accordance with Pima County Procurement Code.

Offerors are advised that conditional offers that do not conform to or that request exceptions to the published solicitation and addendums may be considered non-responsive and not evaluated.

SAMPLE CONTRACT A copy of the SAMPLE CONTRACT is included for review. Each Contractor, by submitting a Proposal, will be certifying that the contract is acceptable as written. Deviations may be requested as defined by this solicitation.

4. OFFERORS MINIMUM QUALIFICATIONS

In order for proposals to be evaluated and considered for award, proposals must be deemed **Responsive and Responsible**. To be deemed "**Responsive**", the submitted offer documents shall conform in all material respects to the requirements stated by the solicitation. To be deemed "**Responsible**", offerors shall document and substantiate their capability to fully perform all requirements defined by the solicitation. Factors considered include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and other factors required to provide the performance defined by the solicitation.

Offeror shall certify that they possess the minimum qualifications contained in **Attachment 2: Minimum Qualifications Verification Form (1 Page)**. Offeror shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the offeror's proposal to be rejected as ***Non-Responsive and/or Non-Responsible***.

5. EVALUATION AND AWARD CRITERIA

The evaluation criteria will be used by the evaluation panel when scoring the offeror's answers to the questions contained in **Attachment 3. Questionnaire (7 Pages)**. Offeror should respond in the form of a thorough narrative to each specification as guided by the Questionnaire. The narratives along with required supporting materials should be evaluated and assigned points accordingly. Forms provided and requested for inclusion in this proposal shall not be modified.

CRITERIA	CRITERIA DESCRIPTION	MAXIMUM POINTS
A	Cost Schedule (Exhibit D)	30
B	Questionnaire for Lock Box Services	65
C	Sustainability Practices	5
TOTAL POSSIBLE POINTS		<u>100</u>

County reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing. Recommendation for award will be to the responsible and responsive Offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation criteria set forth in this solicitation.

The County may conduct discussions with the Offeror to clarify the Offer and Agreement details provided that they do not substantially change the intent of the solicitation. Unless otherwise specified, relative ranking of proposal(s) will be made considering the average of total points given to each proposal by evaluators.

If an award is made, the County will enter into an agreement with the one (1) Contractor that submitted the highest scoring responsive and responsible offer by executing and transmitting a Master Agreement (MA) document that incorporates the Sample Contract and proposal without further action by the Offeror.

SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE (Professional Services Excluded)

Any contract funded in any amount with federal funds is not eligible for this preference.

For those proposals whose cost does not exceed \$500,000 per contract year, a 5% bid preference will be given to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by Pima County. If the certification is accepted by Pima County, the bid will be evaluated at 95% of the Total Price Proposed amount to determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, Total Price Proposed or as negotiated. **To be eligible for the price preference, SBE firms must include with their proposal documents a copy of their current SBE certificate document** which may be acquired from the City of Tucson; Office of Equal Opportunity Programs, (520) 791-4593 (520) 791-2639 TTY, 201 N. Stone Ave., 3rd Floor North, Tucson, AZ 85701.

Their SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: <http://cms3.tucsonaz.gov/office-equal-opportunity-programs-small-business-enterprise-program>

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Vendor Relations Division at **(520) 724-3021 or (520) 724-8465** for assistance or further information.

6. SUBMISSION OF OFFERS

Offerors are to complete, execute and submit **one (1) original and three (3) copies** of the required documents. The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation that includes and may not be limited to the following:

Offerors are to complete, execute and submit:

One (1) original hardcopy clearly marked "ORIGINAL"

One (1) electronic copy in MS Office format on a CD-Rom or thumb drive – to be attached to the Original hardcopy.

Three (3) hard copies (Clearly marked "COPY")

Please do not send an electronic copy in Adobe format of the required forms provided by the County, unless otherwise specified. Your electronic submission must be in Word or excel provided forms Format in MS Office format AND be an exact copy of the "ORIGINAL" hardcopy document.

The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation.

All questions must be answered and the form completed in full, as a condition of the RFP. Proposal shall be

- Typed
- Contain a Table Of Contents
- Each page consecutively numbered at the bottom
- One side of the paper only
- Assembled and organized in Sections –each section shall contain applicable forms and required documentation
- Each section TABBED with the Section Number for each TAB that corresponds with the Form titles and section numbers as per the outline format indicated below:

Section	Form Title
	Cover Letter and Table of Contents Company creates and includes as a part of Section 1
Section 1)	Attachment 1: Contractor/Offeror Certification Form
Section 2)	Attachment 2: Minimum Qualifications Verification Form
Section 3)	Attachment 3: Questionnaire (Form)
Section 4)	Attachment 4: Reference List Form
Section 5)	Attachment 5: Deviation Requests to Sample Contract/Standard Terms and Conditions Form
Section 6)	Exhibit D: Cost Schedule

Proposals must be received and time stamped at the specified location at or before the Due Date/Time as defined by the *Request for Proposals*. The "time-stamp" provided by the County shall be the official time used to determine the timeliness of the submittal. Proposals and modifications received after the Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Due Date/Time.

Proposals must be signed by an authorized agent of the offeror and submitted in a sealed envelope marked or labeled with the offeror's firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Due Date/ Time specified by the *Request for Proposals*.

Proposals and modifications received after the closing time specified will not be accepted. Facsimiles of proposals will not be accepted.

Failure to comply with the solicitation requirements may be cause for the offeror's proposal to be rejected as *non-responsive* and not evaluated.

7. BEST AND FINAL OFFER

County reserves the right to request additional information and/or clarification with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.

In the event that discussions are held and clarifications are requested, a written request for best and final offers shall be issued. The request shall set forth the date, time, and place for the submission of best and final offers. If offerors fail to respond to the request for best and final offer or fail to submit a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

8. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful offeror by issue of a Master Agreement (MA).

9. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the *Due In and Opens* date set for receipt of the bid or proposal. Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of bidders, proposers and offerors to check the website.

10. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the submittor agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

END OF INSTRUCTIONS TO OFFERORS
(Revised April 23, 2014)

SAMPLE CONTRACT

PIMA COUNTY TREASURER'S OFFICE PROJECT: Lockbox Services CONTRACTOR: [awardee legal name & address] AMOUNT: \$[000,000.00] FUNDING: Investment Revenue	(STAMP HERE)
---	--------------

THIS CONTRACT entered between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and [Legal Name as documented by the ACC or sole proprietorship], hereinafter called CONTRACTOR.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONTRACTOR to provide Lockbox Services; and

WHEREAS, CONTRACTOR submitted the most advantageous response to County for Solicitation (RFP) No. 221644 for said Lockbox Services; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as awarded by the Procurement Director, shall allow for a two week transition period for the services associated with implementation. Transition services shall commence on or after xxxxxx, 2016. Services pursuant to provision of Lockbox Services shall commence on or about xxxxxx, 2016 and terminate on June 30, 2018 unless sooner terminated or further extended pursuant to the provisions of this Contract. The parties may renew this Contract for up to one additional two-year period or any portion thereof, upon the written mutual consent of the parties.

Any modification or extension of the contract termination date will be by formal written amendment executed by the parties hereto.

Amendments to the Contract must be approved by the Procurement Director, as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

ARTICLE 2 – SCOPE OF SERVICES

This Contract establishes the agreement under which CONTRACTOR will provide COUNTY with products and services in accordance with the attached:

Exhibit A: Scope of Services (2 pages).

Exhibit B: Pima County Treasurer Batch Tax Remittance Files Guidelines, Specifications and Procedures (6 pages)

Exhibit C: Coupon Specifications (1 Page).

The remainder of this page is intentionally left blank.

ARTICLE 3 – COMPENSATION AND PAYMENT

In consideration for the goods and services specified in this Contract, COUNTY agrees to pay CONTRACTOR in an amount not to exceed [xx hundred xxx thousand dollars (\$1xx,000.00)].

Pricing for work or products/materials will be as set forth in Exhibit D Cost Schedule (one page).

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.

CONTRACTOR will provide detailed documentation in support of payment requests. CONTRACTOR must bill COUNTY within one (1) month after the date on which CONTRACTOR'S right to payment accrues (the "Payment Accrual Date"), which, unless Exhibit D 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 on Exhibit D and list each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner, and will refuse to pay any amount billed more than six months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

Pricing will remain firm during the term of the contract. Price increases will only be considered in conjunction with a renewal of the Contract. In the event that economic conditions are such that CONTRACTOR desires unit price increases upon renewal of the Contract, CONTRACTOR will submit a written request to COUNTY with supporting documents justifying such increases at least ninety (90) days prior to the termination date of the Contract. Unit Prices will include compensation for CONTRACTOR to implement and actively conduct cost and price control activities. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to renew or extend the Contract as provided for in Article I of this Contract.

For the period of record retention required under Article 21, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the contract or law.

ARTICLE 4 - INSURANCE

- A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.
- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- i. Comprehensive General Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, with aggregate limits at \$2,000,000.00.
 - ii.
 - iii. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
 - iv.
 - v. Workers' Compensation at statutory requirements of the state of residency. Employers' Liability with limits not less than \$1,000,000.00 for each accident.
 - vi. Professional Liability: Errors and Omissions; \$2,000,000.00 single occurrence and \$2,000,000.00 aggregate limit.
 - vii. Comprehensive Crime Insurance, including Employee Dishonesty / Fidelity (must cover all of the Contractor's representatives who perform Work under this Agreement, especially Trust Account activities), On-Premises (loss inside the premises), In-Transit (loss outside the premises), and loss of face value for items, with a minimum limit of \$2,000,000.00 per occurrence.

- viii. Fiduciary Liability Insurance (must cover all of the Contractor's representatives who perform Work under this Agreement, especially Trust Account activities) with aggregate limits at \$1,000,000.00.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
- i. Pima County, its officers, officials, employees and agents, as well as the officers, officials, employees and agents of the County, are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
- ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects Pima County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by Pima County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
- iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide Pima County Risk Management with certificates of insurance satisfactory to Pima County evidencing all required coverages before Contractor begins any Work under this Agreement, including Trust Account activities, and complete copies of each policy upon Pima County's request.
- F. If at any time the foregoing policies shall be or become unsatisfactory to Pima County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to Pima County, the Contractor shall, upon Notice to that effect from Pima County, promptly obtain a new policy, and shall submit the same to Pima County, with the appropriate certificates and endorsements, for approval.
- G. Acceptability of Insurers. Unless otherwise approved by Pima County:
- i. Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII.
- ii. Professional Liability, Errors and Omissions insurance may be placed with insurers with a Best's rating of B+: VII. Any exception must be approved by Pima County.
- H. Subcontractors. The Contractor shall include any Subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.
- I. All of the Contractor's policies shall be endorsed to provide advanced written Notice to Pima County Risk Management of cancellation, nonrenewal, and reduction in coverage, within thirty (30) Days.

ARTICLE 5 - INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

CONTRACTOR warrants that all products and services provided under this contract are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

ARTICLE 6 - 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.

ARTICLE 7 - INDEPENDENT CONTRACTOR

The status of the CONTRACTOR is that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officers, agents or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima 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 program development and operation.

ARTICLE 8 - SUBCONTRACTOR

CONTRACTOR will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of 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.

ARTICLE 9 - ASSIGNMENT

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

ARTICLE 10 - 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 will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 11 - AMERICANS WITH DISABILITIES ACT

CONTRACTOR will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE 12 - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY will not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE 13 - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Contract 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.

ARTICLE 14 - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE 15 - TERMINATION

COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR thirty (30) days advance written notice of such intent to terminate. In the event of such termination, COUNTY'S only obligation to CONTRACTOR will be payment for services rendered prior to the date of termination.

This Contract may be terminated at any time without advance notice and without further obligation to the COUNTY when CONTRACTOR is found by COUNTY to be in default of any provision of this Contract.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY will have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE 16 - NOTICE

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

COUNTY:
Pima County Treasurer's Office
Attn: Beth Ford (or Current Treasurer)
240 N Stone Ave.
Tucson, AZ 85701

CONTRACTOR:
[Department Director Name/Address]
[Name, legal address, fax/phone of
Contractor Officer submitting bid]

ARTICLE 17 - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE 18 - OTHER DOCUMENTS

CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in the Pima County Solicitation No. 221644 including the Request for Proposals, Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, CONTRACTOR'S Proposal and on other information and documents submitted by CONTRACTOR in its response to Solicitation No. 221644. 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.

ARTICLE 19 - REMEDIES

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

ARTICLE 20 - SEVERABILITY

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

ARTICLE 21 - 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.

ARTICLE 22 – 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 and/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 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 will not be 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 will County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE 23 – 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 be required to 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 will be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR'S approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR will be entitled to an extension of time, but not costs.

ARTICLE 24 – ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

ARTICLE 25 - ENTIRE AGREEMENT

This document constitutes the entire agreement 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.

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

PIMA COUNTY

CONTRACTOR

Procurement Director

Authorized Officer Signature

Date

Printed Name and Title

Date

APPROVED AS TO FORM

Deputy County Attorney

Print DCA Name

Date

APPROVED AS TO CONTENT

Department Head

Date

EXHIBIT A: SCOPE OF SERVICES

This Contract establishes the agreement under which the CONTRACTOR will provide COUNTY with lockbox services.

The Pima County Treasurer requires lockbox services for the processing of property tax payments.

Contractor shall be located in Arizona.

GENERAL PROVISIONS:

Pima County mails its property tax statements September of each year.

Two types of statements are mailed: 1) those with payment coupons and 2) those that are for information purposes.

Services are to include:

- 1) retrieving mail from the post office box,
- 2) creating a remittance file for the Treasurer,
- 3) depositing payments via Image Cash Letter with the Treasurer's servicing bank,
- 4) providing images of the payments indexed to the remittance file to the Treasurer,
- 5) providing the envelopes or images of the envelopes during the delinquency periods
- 6) and various reports.

CONTRACTOR shall employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Contract, CONTRACTOR shall obtain the approval of COUNTY. The key personnel include the following staff:

Pima County operates on a July 1 – June 30 fiscal year basis. The County prints and issues property tax bills (tax). Payments are due in two installments if greater than \$100.00.

The first installment is due and payable October 1st and becomes delinquent if postmarked or received after 5:00 p.m. November 1st.

The second installment is due and payable March 1st and becomes delinquent if postmarked or received after 5:00 pm May 1st. For payments received by December 31st, any interest due on the first installment is waived.

Note that the account number (referred to as the State Code Number) is an alphanumeric number including a check digit on the coupon.

The Pima County Treasurer utilizes lockbox services for processing current year property taxes from the time the tax statements are mailed in September until approximately the following May 15th. Payments are mailed to a Post Office box located near the processing center in Phoenix. After May 15th, lockbox staff clears the PO box weekly and sends the payments unopened to the Treasurer's Office. Lockbox processing consists of depositing balanced checks via Image Cash Letter, imaging checks and the associated coupons, creating a payment file from the data included in the scan line on the coupon and submitting the encrypted data file via secured FTP site. Lockbox processes payments without a coupon provided the account number or parcel identification number (state code) is included. Peak processing volumes occur around the due dates of October 1 and March 1 and delinquency dates of November 1 and May 1. During peak volume times, the number of payments can range from 3500 to 7000 daily. The Treasurer is considering including delinquent tax payments which would require full year processing.

The delinquency periods are the first 10 days after November 1 and May 1 respectively and the first 5 business days of the other months during the processing cycle. During these time frames, the Treasurer requests the envelopes that contained the payments be returned to the Treasurer's Office for purposes of examining the postmark to determine timeliness of the payment. The envelopes are not indexed to the payment but are identified by batch.

TRANSITION:

At the termination of this agreement, should a different contractor be selected to provide these services, a coordination team may be formed to plan and manage those actions required to achieve smooth, efficient and orderly transition and provision of services from the current to the subsequent service provider. This team will consist of competent representatives, as determined by the COUNTY, the CONTRACTOR, and the subsequent contractor. CONTRACTOR shall participate and cooperate with the COUNTY and subsequent contractor to transition these services as required to avoid and minimize the frequency, and duration of any preventable service interruptions and costs.

ACCEPTANCE:

Acceptance of the goods and services defined by the contract shall be given by the Pima County Treasurer or designee.

BILLING:

Contractor shall provide periodic reports as specified elsewhere in this agreement and such reports shall identify the specific fees. Contractor shall submit Request(s) for Payment/Invoices to: the Pima County Treasurer for services provided in accordance with the contract. Said documents shall reference the County Contract number under which the charges are authorized, and assign and reference all charges to a particular service payment item defined by the contract.

End of Exhibit A

PAYMENT_DATE	The payment date	MM/DD/YYYY format
PROPERTY_NO	The parcel or reference number	Length cannot exceed 11 characters
CHECK_DIGIT	The parcel or reference number check digit;	Valid value between 0 and 9.
PERIOD	The installment of the payment	Valid values are 1, 2 or 3.
AMOUNT	The amount paid	
RECEIPT_REQUESTED	Receipt request indicator	Valid values are 0 (No) or 1 (Yes)

The detail file is sorted by BATCH_ID, ITEM_NO, and PAYMENT_DATE ascending.

An example of a detail file is shown below:

```

BATCH ID  PAYMENT DATE  PROPERTY NO  AMOUNT
  ↓         ↓         ↓         ↓
7501|57|04/24/2009|220201240|5|2|4039.97|1|
7501|58|04/24/2009|113031820|1|2|765.27|1|
7501|59|04/24/2009|113072690|1|2|776.08|1|
7501|60|04/24/2009|080111001|1|1|2|53.96|1|
7502|12|04/24/2009|10712092A|1|2|109.52|0|
7502|13|04/24/2009|123160240|1|2|621.32|0|
7502|14|04/24/2009|10712092B|2|2|325.76|0|
7503|1|04/24/2009|121030930|1|2|2969.78|1|
7504|1|04/24/2009|304680090|2|2|1339.66|0|
7505|1|04/24/2009|133033550|5|2|285.16|0|
7505|2|04/24/2009|133033560|6|2|285.16|0|
7505|3|04/24/2009|133033570|7|2|285.16|0|
7505|4|04/24/2009|133033580|8|2|285.16|0|
7505|5|04/24/2009|133033590|9|2|285.16|0|
  ↑         ↑         ↑         ↑
  ITEM NO    CHECK DIGIT  PERIOD    RECEIPT REQUESTED

```

Annotations for the example file:

- Near end of batch 7501 (rows 7501|57 to 7501|60)
- Personal property payment (rows 7501|59 to 7501|60)
- End of batch 7502 (rows 7502|12 to 7502|14)
- Batch 7503 (row 7503|1)
- Batch 7504 (row 7504|1)
- Beginning of batch 7505 (rows 7505|1 to 7505|5)

Check Digit Calculation

```

// Program:   Class CheckDigit
// Author:    S Ponzo
// Date:      August 18, 2004
// Purpose:   To generate state code check digits during the tax
//            assembly process and evaluate the input state code
//            at tax collection to ensure the payment is applied
//            to the correct property.
// Mod Dates:
// Mod Hist:

#include <iostream.h>
#include <iomanip.h>
#include <stdio.h>
#include <stdlib.h>
#include <ctype.h>
#include <string.h>

const short kSecurePropSize = 9;
const short kUnsecurePropSize = 11;

```

```
class CheckDigit
{
protected:
    char stateCode[12];
    int odd;
    int even;
    int total;
    int checkDigit;
    int count;
public:
    CheckDigit();
    CheckDigit( char* s );
    CheckDigit();
    virtual void CalcCheckDigit();
    virtual void CheckDigitLoop();
    virtual int GetCheckDigit();
    virtual int GetASCII( char c );
    virtual void GetStateCodeLength();
    virtual void GetTotal();
    virtual void Initialize( char* s );
    virtual void SetStateCode( char* s );
    virtual void TestStateCode();
};

// base constructor
CheckDigit::CheckDigit() {};

// constructor that accepts input state code
// loads state code into object
CheckDigit::CheckDigit( char* s )
{
    Initialize( s );
    cout << "State Code = " << stateCode << endl;
};

// destructor
CheckDigit::~CheckDigit(){}

//calculates the check digit as the remainder of the total
// of the even and odd ASCII values
void CheckDigit::CalcCheckDigit()
{
    checkDigit = total%10;
    // cout << "Check Digit = " << checkDigit << endl;
};

// the main loop for calculating the odd and even totals.
// count is the length of the input state code.
// __toascii() is the conversion function and requires ctype.h
void CheckDigit::CheckDigitLoop()
{
    char c;
    int i;

    for ( i = 0; i < count; ++i)
    {
        c = stateCode[i];
    }
}
```

```
//      cout << i << c << endl;
//      if( i%2)
//      {
//          even += GetASCII( c );
//          cout << "Even: " << " " << even << endl;
//      }
//      else
//      {
//          odd += GetASCII(c);
//          cout << "Odd: " << " " << odd << endl;
//      }
//  }
};

// retrieves the the ascii value
int CheckDigit::GetASCII( char c )
{
//      cout << "c = " << c << endl;
//      return ( __toascii(c) );
};

// the check digit process called from the main program
// after the CheckDigit object has been instantiated.
int CheckDigit::GetCheckDigit()
{
    GetStateCodeLength();
    TestStateCode();
    CheckDigitLoop();
    GetTotal();
    CalcCheckDigit();
    return ( checkDigit );
};

// Gets the length of the input state code
void CheckDigit::GetStateCodeLength()
{
    count = strlen(stateCode);
//      cout << "Length = " << count << endl;
};

// Totals the even and odd values calculated in CheckDigitLoop()
void CheckDigit::GetTotal()
{
    total = odd + even;
//      cout << "Total = " << total << endl;
};

// initializes the class data members
void CheckDigit::Initialize( char* s )
{
    even = 0;
    odd = 0;
    total = 0;
    checkDigit = 0;
    SetStateCode( s );
};

// sets the state code data member
```

```
void CheckDigit::SetStateCode( char* s )
{
    strcpy (stateCode, s );
};
```

```
// determines whether the input state code is secured or unsecured
// property
void CheckDigit::TestStateCode()
{
    if(count == kSecurePropSize )
    {
        stateCode[kSecurePropSize] = '\0';
    }
    else
    {
        stateCode[kUnsecurePropSize] = '\0';
    }
    // cout << " Test State Code = " << stateCode << endl;
};

// main function included implementation example
void main( void )
{
    int c;

    CheckDigit* cd = new CheckDigit( "22446036A" );
    c = cd->GetCheckDigit();
    cd->~CheckDigit();
    cout << "Check Digit = " << c << endl;
};
```

End of Exhibit B

Exhibit C
Payment Coupon Scan Line Specifications

The OCR line is composed of the following information (see the sample OCR line below):

2015 003034783707 1 00000001411 00000001411

Font: OCRA1F (ocra1f.xlf)

Scan Line Map

Position	Description
Characters 1 - 4:	Tax Year
Character 5:	Space
Characters 6 - 17:	TAX ID and Check Digit
Character 18:	Space
Character 19:	Installment Period
Character 20:	Space
Characters 21 - 31:	Total Annual Tax Due
Character 32:	Space
Characters 33 - 43:	Installment Period Tax Due

Additional Information

Tax ID and Check Digit

Real and Secured Property – The Tax ID is 11-characters preceded with '00'.

Unsecured Property – The Tax ID is 11-characters, NOT preceded with '00'.

End of Exhibit C

EXHIBIT D: COST SCHEDULE

Respondent shall provide a list of all fees associated with each offered service. List any fees not specifically requested in the RFP. **Unit Prices will remain firm during the initial term of the contract, for the period ending 06/30/2018.**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	[1] ESTIMATED ANNUAL USAGE QUANTITY	UOM	[2] UNIT PRICE \$	[1 x 2] EXTENDED Annual \$ AMOUNT
1	Lockbox Annual Fee	1	Year	\$	
2	Courier Fee (daily, except after May 15 th .	95	Day	\$	
3	Courier Fee (Special Run) when additional pick-up is required during peak season or as approved by the County.	12	Each	\$	
A) TOTAL ANNUAL LOCK BOX COSTS					\$
4	Payments Processed	300,000	Each	\$	\$
5	Multiples average about 20-25% of payments. Surcharge to Payment Processed	75,000	Each	\$	
B) TOTAL ANNUAL PAYMENT PROCESSING COSTS					\$
6	One-Time Conversion & Implementation Charge. To be complete by	1	Lot		\$
7	Account(s) paid by the Contents of envelope.	225,000	Each Envelope	\$	\$
8	Return envelopes according to a specific schedule. Envelopes will be returned in five (5) business days.	25,000	Each Envelope	\$	\$
Indicate any Additional Costs necessary for the provision of Lockbox services. Indicate the Item Name, Estimated Annual Usage, Unit of Measure (UOM), Unit Price and Extended Annual Amount.					
ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	[1] ESTIMATED ANNUAL USAGE QUANTITY	UOM	[2] UNIT PRICE \$	[1 x 2] EXTENDED Annual \$ AMOUNT
9					
10					
11					
12					
C) TOTAL ANNUAL ADDITIONAL COSTS					\$
FOB Destination/Unloaded; Cost of freight should be included in unit price. Although taxes will be paid IF applicable do NOT include sales tax in unit price.				TOTAL Annual BID	\$
Contract Award amount will be based Total Annual Bid Amount x 2					

END OF EXHIBIT D

ATTACHMENT 1: CONTRACTOR/OFFER CERTIFICATION FORM

CONTRACTOR LEGAL NAME:							
BUSINESS ALSO KNOWN AS:							
MAILING ADDRESS:							
CITY:		STATE:		ZIP CODE:			
Primary CONTACT PERSON During term of the solicitation/RFP process:							
Name and Title							
Phone Number		Email Address			Fax #		
INVOICES:							
REMIT TO ADDRESS:							
CITY:		STATE:		ZIP CODE:			
CONTACT PERSON NAME: (first, last)				TITLE:			
PHONE:				FAX:			
CONTACT PERSON EMAIL ADDRESS:							
DELIVERY ORDERS & CONTRACTS SHALL BE TRANSMITTED:							
CONTACT PERSON NAME (first, last)				TITLE:			
PHONE:				FAX:			
CONTACT PERSON EMAIL ADDRESS:							
CORPORATE HEADQUARTERS LOCATION:							
STREET ADDRESS:							
CITY:		STATE:		ZIP CODE:			

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

SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

CONTRACTOR 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

By signing and submitting these FORMS AND DOCUMENTS AS REQUIRED BY THIS SOLICITATION, the undersigned certifies that they are legally authorized to represent and bind the "CONTRACTOR" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items and services requested, and that the firm will comply with all requirements of the solicitation.

AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER					
SIGNATURE:				DATE:	
PRINTED NAME				TITLE	
PHONE:			EMAIL ADDRESS:		

End of Attachment 1

ATTACHMENT 2: MINIMUM QUALIFICATIONS FORM
--

CONTRACTOR'S NAME	
--------------------------	--

Contractor certifies that they possess the following minimum qualifications and shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the offeror's proposal to be rejected as **Non-Responsive**.

Provide documented and verifiable evidence that your firm satisfies the following Minimum Qualifications, and indicate what/if attachments are submitted.

MQ#	MQ TITLE	MQ DESCRIPTION	CHECK <input checked="" type="checkbox"/> appropriate response.
1	Responsible	Responsible: The CONTRACTOR certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement. The CONTRACTOR further stipulates that they possess all licenses required by applicable Agencies to satisfy the requirements of this agreement	YES <input type="checkbox"/> Certify agreement with the qualification requirement. NO <input type="checkbox"/>

MQ#	MQ TITLE	MQ DESCRIPTION	MQ DOCUMENTATION
2	Reference(s)	Reference(s): The Offeror must have three (3) years of experience as a lockbox service provider for at least three (3) organizations of similar size and at least 1 (one) with significant seasonality.	YES <input type="checkbox"/> Attachment 4: Reference List Form is completed and attached. NO <input type="checkbox"/>

MQ#	MQ TITLE	MQ DESCRIPTION	MQ DOCUMENTATION
3	Transition	Transition: The lockbox service provider must be able to complete transition from current provider and provide all required banking services to Pima County by September 1, 2016	CHECK <input checked="" type="checkbox"/> appropriate response. YES <input type="checkbox"/> Certify agreement with the qualification requirement. NO <input type="checkbox"/>
4	Location	Lockbox processing facility must be located in Arizona	Location of facility:

End of Attachment 2

ATTACHMENT 3: QUESTIONNAIRE - LOCKBOX PROCESSING	Maximum Points: 65
---	---------------------------

CONTRACTOR'S NAME	
--------------------------	--

This section of the Questionnaire contains questions pertaining to: **Lockbox Processing**. Responses to questions must be in the form of a thorough narrative. The evaluation committee will assign points to Answers and any comments and/or supporting documents included, taking into consideration the Scope of Services, Specifications and the needs of the County.

Below are **eleven (11) questions**. Provide answers by placing a check in the appropriate space indicated by YES or NO. Provide additional comments in the space indicated as COMMENTS. Space will automatically adjust and should not exceed 1 full page. Indicate in comments if supporting documents are attached i.e. sample report. Be sure to clearly site the title of the attached document in the Comment and ensure the exact title is clearly marked on the attached document.

Lockbox Processing Specifications:

Lockbox data must be available for automated processing between 9:00 and 10:00PM. Lockbox data must be in the format specified and approved by the Pima County Treasurer. There are two data files: a control file and a detail file. Both files names use unique naming conventions for archiving and processing purposes. In addition, the Pima County Treasurer's Office needs to have the capability to retrieve data, if necessary, should it be required at a later date.

#	SPECIFICATIONS	Yes	No
1	Secured Daily Electronic Delivery		
2	Required PCTO Control Format		
3	Required PCTO Detail Format		
4	250 Items Per Batch		
5	Electronic Deposit Report Images		
6	Electronic Check Images (front, back and coupon)		
7	Electronic Deposit Data (the above as data only)		
8	Auto-deposit		
9	Enhancements and Bug Fixes		
10	Transmission Support		
11	Time available		

COMMENTS FOR CONSIDERATION BY THE EVALUATION TEAM

CONTRACTOR'S NAME	
--------------------------	--

This Section of the Questionnaire contains questions pertaining to **Transmission and Support**. Responses to questions must be in the form of a thorough narrative. The evaluation committee will assign points to Answers and any comments and/or supporting documents included, taking into consideration the Scope of Services, Specifications and the needs of the County.

Below are **seven (7) questions**. Provide answers by placing a check in the appropriate space indicated by YES or NO. Provide additional comments in the space indicated as **COMMENTS**. Space will automatically adjust and should not exceed 1 full page. Indicate in comments if supporting documents are attached i.e. sample report. Be sure to clearly site the title of the attached document in the Comment and ensure the exact title is clearly marked on the attached document.

Transmission and Support Specifications

Includes documentation on data transmission requirements, processing schedules and Holidays when data will not be transmitted. Include precautions taken to avoid duplication/replicating file transmission, technical customer support for file and communications problems, the hours of operation for technical support, and the notification process for scheduled and unscheduled system downtime.

#	SPECIFICATIONS	Yes	No
1	Provide Data Transmission Requirements		
2	Provide processing schedule		
3	Provide holiday schedule		
4	Provide transfer error procedures		
5	Provide Transmission Logs		
6	Hours of technical support		
7	Provide downtime notification procedures		

COMMENTS FOR CONSIDERATION BY THE EVALUATION TEAM

CONTRACTOR'S NAME	
--------------------------	--

This section of the Questionnaire contains questions pertaining to **Lockbox Services**. Responses to questions must be in the form of a thorough narrative. The evaluation committee will assign points to Answers and any comments and/or supporting documents included, taking into consideration the Scope of Services, Specifications and the needs of the County.

Below are **twenty-two (22) questions**. Provide answers by placing a check in the appropriate space indicated by YES or NO. Provide narrative in the space indicated as ANSWER. Space will automatically adjust and should not exceed 1 full page. Indicate in comments if supporting documents are attached i.e. sample report. Be sure to clearly site the title of the attached document in the ANSWER and ensure the exact title is clearly marked on the attached document.

#	Lockbox Services Questions	ANSWER
1	Identify the location of your lockbox service provider.	
2	Identify the technical specifications required for wholesale processing.	
3	Does our current coupon meet your specifications or will changes be required?	
Describe your lockbox process and procedures.		
4	Identify the controls in place to ensure accurate processing per customer specifications.	
5	Describe any priority handling of items	
6	Describe the methods to assure validity of data.	
7	Do you retain the actual check in the lockbox department until data capture is completed?	
8	Do you send the check for collection prior to data capture?	Yes <input type="checkbox"/> No <input type="checkbox"/>
9	What back-up arrangements exist should the system fail?	
10	Describe procedures to ensure that transmissions are received successfully and contain all remittance payment detail.	
11	Describe your backup procedures in the event the transmission is not successful.	
12	Describe the receipt and handling of remittances delivered by private services to the lockbox for processing.	
13	How will your processing, procedures and/or timelines change with our extreme peak demands for services?	
14	Do you have the ability to start and stop services without additional fees?	Yes <input type="checkbox"/> No <input type="checkbox"/>
15	Can you provide images of deposited items and provide the technical specifications of the provided images?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Can you associate the image with the payment record?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Provide a schedule of availability of the images.	
16	How do you handle multiple payments, single check multiple accounts or multiple checks single account?	
17	How do you handle errors made by lockbox in the amount of the check? For example, the check amount as written is different from the amount included in the bank deposit.	Yes <input type="checkbox"/> No <input type="checkbox"/>
18	Can you return envelopes according to a specific schedule? For example, all envelopes must be returned for the first five business days of each month. At what cost?	Yes <input type="checkbox"/> No <input type="checkbox"/>

19	Can you identify the account(s) paid by the contents of the envelope? At what cost?	Yes <input type="checkbox"/> No <input type="checkbox"/>
20	Can you provide images of the envelopes and associate them to the payment record?	Yes <input type="checkbox"/> No <input type="checkbox"/>
21	Describe your file retention policies.	
22	Do you have the ability to recreate a file or batch at a later date?	Yes <input type="checkbox"/> No <input type="checkbox"/>

CONTRACTOR'S NAME	
--------------------------	--

This section of the Questionnaire contains questions pertaining to **Personnel & Customer Service**. Responses to questions must be in the form of a thorough narrative. The evaluation committee will assign points to Answers and any comments and/or supporting documents included, taking into consideration the Scope of Services, Specifications and the needs of the County.

Below are **three (3) questions**. Provide answers by placing a check in the appropriate space indicated by YES or NO. Provide additional information as requested. Provide narrative in the space indicated as ANSWER. Space will automatically adjust and should not exceed 1 full page. Indicate in ANSWER if supporting documents are attached i.e. sample report. Be sure to clearly site the title of the attached document in the ANSWER and ensure the exact title is clearly marked on the attached document.

Personnel & Customer Service

#	Key Staff																																			
1	Identify key personnel responsible for our account and who will be performing services under the contract. Identify Key Staff by Name, Title and Area of Responsibility/Primary Function. List relevant their relevant certifications or other professional credentials and attach to resume. Provide resumes of all listed key personnel. Experience narratives shall describe the specific relevant experience in relation to the work to be performed in this contract.																																			
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Key Staff Name (First, Last)</th> <th style="width: 20%;">Title</th> <th style="width: 15%;">Area of Responsibility, Primary Function</th> <th style="width: 15%;">Certifications, Professional Credentials List</th> <th style="width: 20%;">Attached Resume, Certifications, Credentials</th> </tr> </thead> <tbody> <tr> <td>1a</td> <td></td> <td></td> <td></td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td>1b</td> <td></td> <td></td> <td></td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td>1c</td> <td></td> <td></td> <td></td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td>1d</td> <td></td> <td></td> <td></td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td>1e</td> <td></td> <td></td> <td></td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td>1f</td> <td></td> <td></td> <td></td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </tbody> </table>	Key Staff Name (First, Last)	Title	Area of Responsibility, Primary Function	Certifications, Professional Credentials List	Attached Resume, Certifications, Credentials	1a				Yes <input type="checkbox"/> No <input type="checkbox"/>	1b				Yes <input type="checkbox"/> No <input type="checkbox"/>	1c				Yes <input type="checkbox"/> No <input type="checkbox"/>	1d				Yes <input type="checkbox"/> No <input type="checkbox"/>	1e				Yes <input type="checkbox"/> No <input type="checkbox"/>	1f				Yes <input type="checkbox"/> No <input type="checkbox"/>
Key Staff Name (First, Last)	Title	Area of Responsibility, Primary Function	Certifications, Professional Credentials List	Attached Resume, Certifications, Credentials																																
1a				Yes <input type="checkbox"/> No <input type="checkbox"/>																																
1b				Yes <input type="checkbox"/> No <input type="checkbox"/>																																
1c				Yes <input type="checkbox"/> No <input type="checkbox"/>																																
1d				Yes <input type="checkbox"/> No <input type="checkbox"/>																																
1e				Yes <input type="checkbox"/> No <input type="checkbox"/>																																
1f				Yes <input type="checkbox"/> No <input type="checkbox"/>																																

2	Indicate the organizational structure of your lockbox for customer service.	Yes <input type="checkbox"/> No <input type="checkbox"/> Attached is a Customer Service Organizational Chart.
---	---	--

3	Describe the responsibilities of customer service personnel, including the chain of command and escalation procedures for problem resolution. ANSWER: <div style="height: 100px;"></div>
---	---

CONTRACTOR'S NAME	
--------------------------	--

This section of the Questionnaire contains questions pertaining to **Disaster Recovery**. Responses to questions must be in the form of a thorough narrative. The evaluation committee will assign points to Answers and any comments and/or supporting documents included, taking into consideration the Scope of Services, Specifications and the needs of the County.

Below are **five (5) questions**. Provide answers by placing a check in the appropriate space indicated by YES or NO. Provide additional information as requested. Provide narrative in the space indicated as ANSWER. Space will automatically adjust and should not exceed 1 full page. Indicate in ANSWER if supporting documents are attached i.e. sample report. Be sure to clearly site the title of the attached document in the ANSWER and ensure the exact title is clearly marked on the attached document.

#	Disaster Recovery Questions	ANSWER
1	Identify your Disaster Recovery Processes including a minimum description of your Data Center, Connectivity, and Customer Support capabilities.	
2	What commitments are made regarding service level agreements in the event of a disaster?	
3	Have disaster recovery procedures ever been employed for a real disaster? . If so, explain	Yes <input type="checkbox"/> No <input type="checkbox"/>
4	How often do you test your Disaster Recovery Plan?	
5	Describe your backup and recovery procedures.	

CONTRACTOR'S NAME	
------------------------------	--

SUSTAINABILITY**Maximum Points Possible: 05**

Pima County values and encourages sustainable practices. Does your business incorporate:
(Place a check mark \checkmark in the appropriate box if not applicable state N/A):

- 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)?

End of Attachment 3

ATTACHMENT 4: REFERENCE LIST FORM

Pima County would like to thank you for taking the time to complete this reference list form.

Respondent shall complete this Attachment 4 documenting proof of providing lockbox services in a responsible and satisfactory manner as per Minimum Qualification No. 2.

1. **Company/Government Agency name:** _____

Contact Person: _____

(First Name)

(Last Name)

Contact Person Phone: _____ **Email Address:** _____

Services provided from: (Month/Year) _____ **to (Month/Year)** _____

Size of Account (# of payments processed annually): _____

Seasonality (Peak) Period: _____ **# of Payments processed during peak period:** _____

2. **Company/Government Agency name:** _____

Contact Person: _____

(First Name)

(Last Name)

Contact Person Phone: _____ **Email Address:** _____

Services provided from: (Month/Year) _____ **to Month/Year** _____

Size of Account (# of payments processed annually): _____

Seasonality (Peak) Period: _____ **# of Payments processed during peak period:** _____

3. **Company/Government Agency name:** _____

Contact Person: _____

(First Name)

(Last Name)

Contact Person Phone: _____ **Email Address:** _____

Services provided from: (Month/Year) _____ **to Month/Year** _____

Size of Account (# of payments processed annually): _____

Seasonality (Peak) Period: _____ **# of Payments processed during peak period:** _____

Pima County reserves the right to contact references to substantiate responsibility and satisfactory performance of Offeror.

SIGNATURE: _____

DATE: _____

COMPANY NAME _____

ATTACHMENT 5: DEVIATION REQUEST FORM

CONTRACTOR'S NAME	
--------------------------	--

This form pertains to Deviation Requests to the Sample Contract or Pima County Standard Terms and Conditions. **Deviation Requests** shall specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item.

Deviation requests shall be submitted *with proposal and prior* to the initial solicitation due date. Requests submitted within 8 days of the solicitation due date may not be answered. Acceptance or rejection of said deviation request shall be at the sole discretion of the County and in accordance with Pima County Procurement Code.

Item #	Contract Article # or Standard Term/Condition Article #	Requested Deviation Language
1		
2		
3		
4		
5		
6		

End of Attachment 5

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 (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.

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:

Contractor will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the Master Agreement, Purchase Order or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

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.

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 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.