



Contract Number: CTN. Co. 14 * 144
Effective Date : 4-1-14
Term Date : 6-30-14
Cost : \$19,450.-
Revenue : \$19,450.-
Total : _____ NTE: _____
Action 4-1-14
Renewal By : _____
Term : 6-30-14
Reviewed by: DL

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: April 1, 2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Award, in the amount of \$29,450.00, to pay for Phase 2 implementation of new case management system for the Pima County Constables.

CONTRACT NUMBER (If applicable): CTN14*144

STAFF RECOMMENDATION(S):

Procure Dept 03/13/14 PM 10:58

CORPORATE HEADQUARTERS: _____
Page 1 of 2

Ver. 1
Vendor 1
pgs. 59
To: CoB - 3.19.14
Agenda - 4-1-14
(2)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: \$0.00 and/or REVENUE TO PIMA COUNTY: \$29,450.00

FUNDING SOURCE(S): GENERAL FUND
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1		2		3		4		5		All	x
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IMPACT:

IF APPROVED:

The new system, provided by TriStar, will automate common business practices and make processing documents more timely and efficiently for the Constables.

IF DENIED:

The Constables will be running inefficiently and will be behind the times.

DEPARTMENT NAME: CONSTABLES

CONTACT PERSON: VINCE ROBERTS TELEPHONE NO.: 724-5442

This Grant Award Contract is entered into by PIMA County, Arizona (**GRANTEE**), and the **ARIZONA CONSTABLE ETHICS, STANDARDS & TRAINING BOARD (DEPARTMENT)**, through its Chairman pursuant to authority granted to the Department by A.R.S. § 22-137 (B)(2) and (4) and A.R.S. § 22-138(B)(1) and in accordance with A.R.S. § 41-2701 *et seq.* The parties agree to fulfill the terms and conditions of this Grant Award Contract and to abide by all contractual and statutory regulations governing the expenditure of CESTB funds.

This Contract shall constitute the entire agreement between the parties, superseding any and all other oral or written understandings.

The parties hereto agree to carry out the Provisions of this Grant Award Contract.

GRANTEE		DEPARTMENT	
Signature of Authorized Individual	Date	Signature of Authorized Individual	Date
		Ron Myers 3/4/14	
Typed Name & Title (BELOW):		Typed Name & Title (BELOW):	
		Ron Myers Chairman	

GENERAL PROVISIONS

Definitions

As used throughout this Contract, including the General Provisions and the Scope of Work, the following terms shall have the meaning set forth below:

1. "Chairman" means the agency head of the Constable Ethics, Standards & Training Board or a person duly authorized by the Chairman to act on the Chairman's behalf.
2. "Deliverables" means the reports, documentation, and other materials developed for submission to the Department by the Grantee in the course of the Grantee's performance under this Contract.
3. "Department" means the State of Arizona Constable Ethics, Standards & Training Board.
4. "Equipment" means any tangible product purchased with funds offered through this contract that conform with the description provided by the Grantee in the approved grant application.
5. "Training" means AZPOST approved training programs that advance compliance with statutorily mandated training and advancement of capacity to perform duties.
6. "Grantee" means the county, person, firms, or organization performing the work or delivering the items described in this contract.
7. "Grant Agreement" or "Contract" means this Equipment Grant Award Contract between the Department and Grantee.
8. "Grant Agreement Amendment" means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Grant Agreement.
9. "Grant Application" means the application filed by the Grantee upon which this Contract was awarded.
10. "Project" means the total of all work to be performed by the Grantee as set forth in this Contract.
11. "Administrator" means the Constable Ethics, Standards & Training Board staff person delegated by the Director to administer this Contract.
12. "Records" means all books, accounts, reports, receipts, files and other records relating to this Contract.
13. "Scope of Work" means that part of this Contract that describes the work to be performed by the Grantee to accomplish the Project purpose. If the Scope of Work conflicts with the General Provisions, the terms of the Scope of Work shall govern.
14. "Shall" means what is mandatory.
15. "State" means the State of Arizona, including the Constable Ethics, Standards & Training Board.
16. "Task" means the specific provisions in the Scope of Work of this Contract that describe the nature and manner of the specific work to be performed and the Deliverables to be submitted to the Administrator by the Grantee.

General Requirements

1. This contract shall be governed by and constructed in accordance with the laws of the State of Arizona.
2. _____ (Grantee) shall obtain and maintain all licenses, permits and authorizations necessary to perform its obligations under this contract; and responsible for compliance with all applicable local, state, and federal laws.

Relationship of the Parties

The parties agree that the grantee shall not be considered an employee, associate, partner, officer, joint venture, or agent of the Department or the State of Arizona as a result of this contract. The grantee is solely responsible for the planning, design, scope, and implementation of the project funded through this contract. Neither the department nor the State of Arizona is responsible for any liabilities resulting from the grantee's planning, design, scope of work, implementation or performance of the project funded through this contract.

No Waiver

Either party's failure to insist on strict performance of any term or condition of this contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

Audit of Records

Pursuant to A.R.S. § 35-214, _____ (Grantee) shall retain and shall contractually require each subcontractor to retain all records relating to this contract for a period of five years after completion of the contract and until any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the grantee shall produce the original of any or all such records.

Indemnification

The grantee shall indemnify, defend, save, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees (hereinafter referred to as "indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and cost of claim processing, investigation, and litigation) (hereinafter referred to as "claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the grantee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Grantee to conform to any federal, state, or local law, statute, ordinance rule, regulation, or court decree. It is the specific intention of the parties that the indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by the grantee from and against any and all claims. It is agreed that the grantee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the grantee and the department. This indemnity shall not apply if the grantee or subcontractor(s) is/are an agency, board, commission, or university of the State of Arizona. The grantee shall indemnify and hold harmless the State of Arizona against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or used by the State

of Arizona for materials furnished or work performed under this contract. The State of Arizona shall reasonably notify the grantee of any claim for which it may be liable under this paragraph.

Resolution of Differences

1. Disputes arising during the performance of this contract will be resolved to the maximum extent possible through cooperation and coordination of the grantee and the department. If the grantee and the department are unable to resolve the differences or circumstances require an immediate decision, the department will refer the dispute to the director for resolution. Appeals to decisions made by the director may be taken in accordance with A.R.S. § 41-2704.
2. To the extent required by A.R.S. § 12-133 and § 12-1518, the department and grantee agree to use arbitration to resolve any disputes arising out of this contract, with each to bear its own attorneys' fees and costs.
3. Disputes arising out of this contract are subject to the jurisdiction of the Superior Court of the State of Arizona.

Stop Work Notice

In the event of unapproved changes in the scope of work, performance or changes outside the scope of the contract, illegal or unpermitted activities, or other material discrepancies between the contract and the grantee's activities, the department reserves the right to issue notice to the grantee to stop work. The notice will further specify that the department will not approve resumption of performance or further payments until the issue or issues identified in the stop work notice have been resolved to the satisfaction of the department.

Project Period

The department agrees to reimburse _____ (Grantee) for work activities performed during the project period as described in this contract. The department is not required to reimburse grantee for any work activities initiated prior to execution of this contract or after the project period has elapsed. The department may extend the project period, if requested by the grantee by executing a contract amendment (see **Amendments**, on pg.6).

Termination of Contract

1. Suspension or Debarment. The State of Arizona may, by written notice to the grantee, immediately terminate this grant agreement if the State determines that the grantee has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of this contract shall attest that the grantee is not currently suspended or debarred. If the grantee becomes suspended or debarred, the grantee shall immediately notify the department.
2. Termination for Convenience. The department reserves the right to terminate this contract in whole or in part at any time, when in the best interests of the State of Arizona, without penalty or recourse. Upon receipt of written notice of termination, the grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the department. In the event of termination under this paragraph, all documents, data and reports prepared by the grantee under this contract shall become the property of and be delivered to the department. The grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The department is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.
3. Termination for Default. The department reserves the right to terminate this contract in whole or in part due to the failure of the grantee to comply with any term or condition of this contract or to acquire and maintain all required insurance policies, bonds, licenses and permits. The department shall provide written notice of the termination and the reasons for it to the grantee.
4. Non-Availability of Funds. Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period

for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5. Continuation of Work Activities After Termination. Termination of this contract does not prohibit the grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the grantee.

Conflict of Interest

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

Non-Discrimination

The Grantee shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Grantee shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

Payments

1. Use of Grant Funds. Awarded grant funds shall be used solely for eligible purposes as approved by the department. Line item funding is considered estimates of costs, however, the total project cost are considered exact and shall not be exceeded by the grantee unless otherwise amended.
2. Actual cost, reimbursement and advance. All payments made under this contract shall be by actual cost.
 - a. Payments under the contract shall be by actual cost and reimbursement. The grantee is eligible for reimbursement of actual expenses incurred that are necessary to complete tasks as specified in the scope of work.
 - b. The grantee may request advance payment of partial grant funds. The grantee shall submit written justification to the department explaining the need for a funding advance and detailed documentation justifying the amount of the advance requested. Funding advances will be subject to department approval. If advance payment is made, the grantee shall demonstrate that all advanced monies have been expended prior to requesting reimbursement for other allowable expenses. Additionally, grantee must reimburse the department any advances paid that were in excess of actual costs of implementing the grant project.
3. Each payment is conditioned upon receipt and approval by the department of the deliverable(s) specified in the scope of work and shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. The department has the right to disallow contributions determined inappropriate or unreasonable. The department shall have a minimum of thirty (30) working days to approve the deliverable(s) and payment request forms.
4. If the department determines that the grantee is in default in the performance of any obligation under this contract, the department may either adjust the amount of payment or withhold payment until satisfactory resolution of the default.
5. In order to receive payment under any resulting grant agreement, the grantee shall have a current IRS-W9 Form on file with the department.

Recoupment of Payments

The grantee shall reimburse the department for all grant funds determined by the department not to have been spent in accordance with the terms of this contract.

Notices

Whenever notice is required pursuant to this contract, such notice shall be in writing and shall be directed to the persons and addresses specified for such purpose in the scope of work, or to such other persons and addresses as either party may designate to the other party in writing. Unless otherwise set forth in this contract, notice shall be delivered in person or by certified mail, return receipt requested.

Amendments

The grant agreement shall be modified only through a grant agreement amendment by mutual written consent executed by the department and the grantee. Unauthorized changes to this grant agreement shall be void and without effect, and the grantee shall not be entitled to any claim under this grant agreement based on those changes.

Subcontractors

1. Subcontractors or consultants may be used in the performance of tasks described in the scope of work of this contract. The grantee shall not enter into any subcontract under this grant agreement without consideration for impact on the project. The grantee shall report any subcontract awards or changes as part of that calendar year's narrative report.
2. Any subcontractor or consultant participating in this contract shall comply with the terms and conditions of this contract, as set forth in the general provisions and scope of work.

Assignments

The grantee shall not assign any obligations under the general provisions of this contract to another party without prior written approval of the department.

Severability

The provisions of this grant agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the grant agreement.

Incorporation of Grant Application

The grantee's approved grant application is incorporated by reference as part of this contract; however, the terms of this contract shall take precedence over the terms of the approved grant application in the event of conflict or ambiguity.

Equipment

1. Equipment shall be the property of the grantee, and the grantee shall be responsible for maintenance and safekeeping of such equipment.
2. Equipment shall be used only for the purposes of this contract.
3. The grantee shall not execute a lease of equipment without the prior approval of the department.

Ownership of Information

1. Title to all documents, reports and other materials prepared by the grantee in performance of this grant agreement shall rest in the department, except for copyrighted material prepared in advance of this grant agreement by the grantee at the expense of the grantee. The department shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under

this grant agreement, except for copyrighted material. The grantee shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this grant agreement.

2. The grantee shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of grant agreement performance or use by the State of materials furnished or work performed under this grant agreement. The State of Arizona shall reasonably notify the grantee of any claim for which it may be liable under this paragraph.

Grantee's Representation and Warrants

All representations and warranties made by the grantee under this contract shall survive the expiration or termination of this contract. In addition, the parties acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Ch. 5. The grantee warrants, in accordance with Executive Order 2005-30, that it is in compliance with all federal immigration laws and regulations and agrees to require all subcontractors to execute a similar warranty. The parties agree that the breach of such warranty shall be deemed a material breach of this contract and that the State retains the right to inspect the papers of any employee who works on the contract to ensure compliance with such warranty.

Integration

This contract constitutes the entire agreement between the department and grantee pertaining to the subject matter herein and accurately sets forth their rights, duties and obligations. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

Survivability Clause

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract which may require continued performance, compliance, or effect beyond the termination date of this contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the grantee.

Third Party Anti-Trust Violations

The grantee assigns to the State any claims for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the grantee toward fulfillment of this contract.

SCOPE OF WORK

Effective Date: This contract shall become effective upon the date it is executed by both parties.

Term: This contract shall terminate on **June 30th, 2014**.

Notices, Correspondence, Reports and Payments:

Notices, correspondences and payments on behalf of the department to the grantee shall be sent to:

- Grantee Name: _____ Pima County Constables _____
- Grantee Mailing Address: _____ 32 N. Stone Ave., #111 _____
- Grantee City: _____ Tucson _____
- Grantee Zip Code: _____ 85701 _____
- Grantee Telephone Number: _____ (520) 724-5442 _____
- Grantee Fax Number: _____ (520) 724-5445 _____
- Grantee E-Mail Address: _____ james.driscoll@pima.gov _____

Notices, correspondence, data, analyses, inquires, invoices, technical reports and other information, including all deliverables from the grantee to the department shall be sent to:

- Constable Ethics Standards & Training Board
1910 W. Jefferson Street
Phoenix, Arizona 85009
Telephone: 602-252-6563 ext. 234
Facsimile: 602-254-0969
E-mail: cestb@azcounties.org

Deliverables

1. Included with every reimbursement or payment request, the grantee shall submit to the department a budget report and a brief narrative report. A paper copy of the budget and narrative reports shall be mailed to the department. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, and a brief narrative of the project's progress, as applicable. Grantee must obtain department pre-approval before any funds are relocated within the original/approved budget in the grant application. The grantee is responsible for responding to any inquiries from the department.
2. The grantee shall identify the grant contract number and task number(s) completed in all reports submitted to the department.
3. On a quarterly basis, until the project is completed and the contract is terminated, the grantee shall submit to the department a budget report and narrative report. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures and a narrative detailing how grant funds were used to achieve project objectives to date as outlined by the grantee in the grant application. **Reports must be sent to the department by the last day of each quarter following the execution of the contract.**
4. At the end of the project, a final budget and final narrative report must be submitted and approved by the department. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination, how the project has advanced the program goals, and how the project has benefited the State of Arizona. The department will not disburse final payment until the final report and all requirements of the grant agreement have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.

5. The grantee shall include the following language in all reports prepared for this contract and in any publication of reports or results generated with the financial support of the Constable Ethics Standards & Training Board:
 - a. "The Constable Ethics Standards & Training Board has funded all or a portion of this Project."
 - b. "The views or findings presented are the Grantee's and do not necessarily represent those of the State, or the Constable Ethics Standards & Training Board."

SCOPE OF WORK
ADDENDUM A

The scope of work for this project is bound to the provisions of the approved grant application which is incorporated into this agreement as Addendum A. All project tasks and costs must coincide with the approved grant application.

COPY

8

Ron Myers,
Chairman
Constable
Maricopa County

Scott Tipton,
Vice Chairman
Constable
Navajo County

Gerald Williams
Justice Court
Maricopa County

Dan Ryan
Constable
Maricopa County

Dan Field
County Administrator
La Paz County

Tom Sheahan
Sheriff
Mohave County

Charles V. Boles
Public Member

Christine Shipley
Multihousing
Association

Vince Roberts
Constable
Pima County

STATE OF ARIZONA
CONSTABLE ETHICS, STANDARDS AND TRAINING BOARD
1910 West Jefferson Street
Phoenix, Arizona 85009

602-252-6563
FAX 254-0969

EQUIPMENT GRANT COVER LETTER

DATE: February 19th, 2014

APPLICANT NAME: Pima County Constables

APPLICANT ADDRESS: 32 N. Stone Ave. Suite #111, Tucson Arizona 85701

APPLICANT EMAIL: james.driscoll@pima.gov

APPLICANT TELEPHONE: (520) 724-5442

APPLICANT FAX: (520) 724-5445

COUNTY: PIMA

ITEM(S) REQUESTED:

Phase 2 implementation of new case management system for the Pima County Constables Office

ADVANCE FUNDS REQUESTED? YES ☐

NO ☒

ANTICIPATED COMPLETION DATE: April 1, 2014

James Driscoll / Administrative Constable

APPLICANT NAME/TITLE


APPLICANT SIGNATURE

IV. Grant Application Package Materials

This section reflects the Grant Application itself. Please respond to each of the requests below in the required fields. **TIPS:** Be thorough. The Board seeks assurance of fiscal and performance responsibility from grant applicants in the form of a well-prepared, thorough request for funding.

A. Statement of Applicant Eligibility

Instructions: Please describe the nature of your organization and explain how it is eligible to apply for the Constable Ethics, Standards & Training Board Equipment Grant Program. Please limit your response to no more than 1,000 words and attach evidence of your eligibility as documented exhibits.

The Pima County Constables Office is responsible for the service of civil and criminal court documents arising out of the Pima County Consolidated Justice Courts and other courts of competent authority. The Pima County Board of Supervisors has established a writ fee in accordance with A.R.S. 22-138 (Ordinance NO 2007-2) a copy of which is attached for review. This fee was established in January 2007 and remains in effect therefore the Pima County Constables Office is eligible to receive equipment grant funding in this cycle.

B. Project Proposal Form

Instructions: Please describe completely the project you propose to complete if awarded the Constable Ethics, Standards and Training Board Equipment Grant. Be complete in your description of the project. **At a minimum** your response to this form must contain:

- A detailed description of the proposed project.
- An explanation of needs for equipment purchases.
- An explanation of outcomes to be expected from the funding proposal.
- An explanation of how grant funds will be used (this is not a substitute for the Project Budget required in Section IV C.)

1. Introduction

Pima County Constables are responsible for the service of court documents arising out of the Pima County Justice Courts and other competent courts of authority. Our core business system supports the business processes of submitting new service documents, assigning an appropriate Constable, calculating fees and deposits, printing invoices and service paperwork, refund checks, daily reports, monthly reports and annual reports.

This system was written in an old language (FoxPro), has little documentation, the source code is unavailable and Pima County IT does not employ anyone knowledgeable in this legacy system. In addition, the Constables office has seen a marked deterioration in the performance and reliability of the system and if the system fails there is no option for repair and we would be unable to perform our statutorily mandated duties. Also, necessary changes cannot be made and the system is not compliant with modern IT system standards.

Funding from this grant will provide the Constables the means to begin the replacement of the system in phase one with a modern, supportable system with enhanced data entry, case tracking, fee calculation, reporting capability, mobility, and room for expandability to a paperless mobile system.

2. Replacing the Antiquated System

The Constables, in partnership with the Pima County Information Technology department, has investigated options for replacing the current system. It was determined that building a replacement using in-house technical staff was impractical due to resource and monetary constraints and the timeframe in which this needs to be completed due to the potential failure of the current system.

Common off-the-shelf (COTS) packages were investigated and there was one company identified that had a system which achieved the threshold of meeting at least 85% of the Constables requirements and TriStar Software was selected to begin the process of replacing the legacy software system.

TriStar Software was chosen because:

- 2.1. They have an existing COTS system that meets or exceeds 85% of our requirements;
- 2.2. They are willing to improve upon their product adding additional functionality that will benefit the Constables Office;
- 2.3. Their solution is Vendor Hosted requiring no up-front investment in hardware and infrastructure;
- 2.4. Their solution has an integrated Accounts Receivable module with pre-built month end reports, aging balance reports, and monthly statistics reports;
- 2.5 The solution can be implemented relatively quickly.

3. Benefits

While the current system has a database to collect information, nearly all of the business processes in the Constables office are manual including the calculation of fees including mileage fees, document and certified mailing fees, ethics committee and County Treasurer fees, managing the work queue of each constable through paper files and geographic routing to the service location, and generating statistical and financial reports.

There is no real-time, external access by the Constables to information about the service request nor can Constables update their assignments remotely which will be accomplished in phase two of this project.

The solution proposed by TriStar Software provides the following benefits:

- 3.1. The proposed solution is a modern, web-based system;
- 3.2. The system is hosted by the vendor eliminating up-front investment in hardware and infrastructure;
- 3.3. The system will reduce overall support requirements;
- 3.4. System meets a minimum of 85% of the Constables requirements;
- 3.5. The system will allow the Constables to perform their statutory mandates more efficiently by automating most of the processes used in the office including the automatic calculation of fees associated with case type, assignment of a Constable

based on the service address, managing electronic work queues for each Constable and real-time access and updates to case information.

4. Customizations

Although the proposed solution is robust and feature rich, there are still required customizations to fully meet the requirements of the Constables office. These include, but are not limited to, the following:

- 4.1. Changing field names in the system to match Pima County and Justice Court nomenclature;
- 4.2. Development of a single, new case entry screen to speed up and simplify entering initial case information;
- 4.3. Automatically select the correct Constable based on the service address of the request;
- 4.4. Automatically assign fees and generate required documents based on case type;
- 4.5. Provide driving routes to each Constable based on current assignments;
- 4.6. Development of an Accounts Payable option to generate refund checks as required;
- 4.7. Provide a customer web portal allowing customers to submit and pay for electronic service requests and to check on the status of an existing request;
- 4.8. Custom reports and forms.
- 4.9. Develop an IOS operating system for the Microsoft iPad for paperless automation by the constables office.

5. Summary

The aging system supporting the Constables office is outdated, beginning to fail and does not support modern automated business processes. As a result of these deficiencies, Constables are using inefficient manual and paper processes for data entry, diligence updates, and reporting.

The most practical solution is the purchase of the hosted system provided by TriStar while the customizations identified further enhance the ability of the system to automate common business practices and make processing documents more timely and efficient for the customer

C. Project Budget

Enter the FY14 Equipment Grant Objectives that relate to this project and funding. Please identify a projected date for accomplishing each task associated with expending the funding.

The objectives of this grant are clearly stated in IV B above so to reduce redundancy and paperwork we are respectfully requesting you refer to the information contained within IV B for this information. The current projected date of completion of phase one and phase two, which includes the development of an IOS application for the Microsoft iPad for paperless automation is April 1st 2014 This date is somewhat fluid as it depends upon

the testing and analysis of the system prior to going live and could occur 15-30 days prior or after the anticipated implementation. The Pima County Constables office is requesting funding to complete phase two of this project along with the development of an IOS for the Microsoft IPad for paperless automation.

Enter a description and outline of equipment to be purchased if granted funding.

There is no equipment requested under this grant to accomplish the implementation of the new case management system.

Projected Number of Constables to Benefit from Equipment Purchases:

A total of 9 Pima County Constables will be directly affected by the implementation of a new case management system. However, constables throughout Arizona will also benefit as they can electronically send court documents for service directly to the Pima County Constables office as well as users of the system.

Please enter all estimated expenditures (including tax) from three (3) different vendors. (Please attach all supporting bid documentation.)

Pima County IT, in conjunction with Pima County Procurement did not select bids from 3 different vendors simply due to the lack of the specialized case management systems required by the Pima County Constables Office. They did however research the available COTS case management software options and determined TriStar was the best suited and qualified to complete the implementation of a new system. They were subsequently solicited under County contract and selected as the vendor for this project. A copy of the solicitation and contract is attached. The current total estimated expenditures for phase two is \$29,450.00

Please enter all funding sources and amounts that will be utilized to complete this project by the projected completion date.

The funding sources will be a combined effort of this grant award, Phase one CESTB Grant award and Pima County General Funds. Although, there is an agreement amount with TriStar we have already realized there are additional costs that were not foreseen during the initial solicitation for phase one implementation which will be covered by Pima County. These costs are currently unknown until the project is completed but we are requesting a total of \$29, 450 to cover the costs of the contracted amount of implementation of this project.

D. Project Performance Measures

Instructions: Please identify performance measurements that you will use to illustrate the outcomes of your proposal, if selected for funding. The following performance measures must be included at a minimum for consideration. The performance measurements you identify in this section, as approved by the Constable Ethics, Standards & Training Board, will become provisions of your grant contract if the Applicant is selected as a CNA EG Program Grantee.

The performance measurements must demonstrate how the proposed project will meet the program goals described in this Grant Manual. **Minimum performance measurements for each project shall include:**

1. The total number of Constables & Deputy Constables that will benefit from the equipment funding.

A total of 9 Pima County Constables will be directly affected by the implementation of a new case management system. However, constables throughout Arizona will also benefit as they can electronically send court documents for service directly to the Pima County Constables office as well as users of the system.

2. Please explain the estimated savings of your local government entity by award of CNA EG.

A total of \$29,450.00

3. Please identify the improved safety of Constables & Deputy Constables in their required duties.

There is no real aspect of improved safety associated with the implementation of a new case management system. However, without a new case management system our current legacy Foxpro system will fail and the Pima County Constables Office will be unable to perform our mandated duties which will severely delay the timely service of Justice Court Documents. Also, without a new case management system the Pima County Constables office would be required to divert to a completely "PAPER ONLY" system which is not cost effective, time prohibitive, or a solution considering the technological and computer advances available.

4. Please explain the improved execution of Constable duties and responsibilities by purchase of equipment being requested.

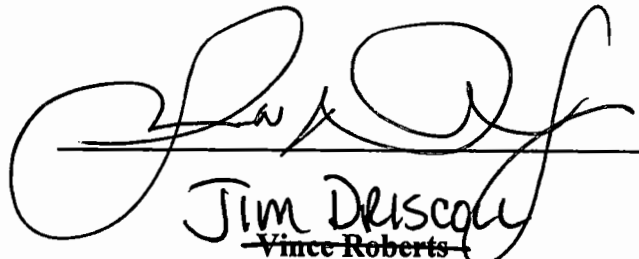
With the implementation of a new case management system the Pima County Constables office will be able to work more efficiently and effectively in the service of court related documents. The new system automates numerous aspects of case entry which saves time and reduces errors. The new system allows users to remote into the system to check status of service, allow them to remotely submit documents for service and receive verification of service. It eliminates the concerns when our current system fails without any ability to recover data or operability from such failure. The system will be user friendly to all those involved from Plaintiffs,

attorneys, counties and other constables statewide. Additionally it will allow the Constables office to transition to an automated paperless system with the use of an IOS software application for iPad's.

E. Request for Advance Payment & Justification

Instructions: As described in the Grant Manual, grant awards are disbursed as reimbursements for expenses incurred in the completion of projects. However, the Constable Ethics, Standards & Training Board may consider requests for Advance Payment of funding pursuant to the provisions of the Grant Manual. If you require Advance Payment, please identify what portion of the project budget is being requested in advance and clearly explain in great detail the reason(s) why advancement is required for the completion of the project. **NOTE:** If your request for advance payment is approved, you will be subject to the terms outlined in Section III, Subsection B, paragraph 2.

No advance funding is requested.



Jim Driscoll
~~Vince Roberts~~
Administrative Constable
Justice Precinct 10

CERTIFICATE OF

ELECTION

STATE OF ARIZONA
COUNTY OF PIMA

I, Robin Brigode, Clerk of the Board of Supervisors of Pima County, State of Arizona, do hereby Certify, that at the General Election held in and for the County of Pima, on the 6th day of November, 2012, DAVID LESTER was elected to the office of CONSTABLE - JUSTICE PRECINCT 01, by virtue of said election, is fully authorized and empowered to discharge all the duties to said office, as appears by the Official Returns now on file in my office, and as canvassed and declared by the Board of Supervisors of Pima County on the 26th day of November, 2012.



In Witness Whereof, I hereunto set my hand and affix the official seal of Pima County this 26th day of November, 2012.

Robin Brigode

Robin Brigode, Clerk of the Board of Supervisors, Pima County,
Arizona.

CERTIFICATE OF

ELECTION

STATE OF ARIZONA
COUNTY OF PIMA

I, Lori Godoshian, Clerk of the Board of Supervisors of Pima County, State of Arizona, do hereby Certify, that at the General Election held in and for the County of Pima, on the 2nd day of November, 2010, FRANK J. FONTES having received the highest number of votes cast for the office of CONSTABLE, JUSTICE PRECINCT 2, was duly elected to said office, as appears by the Official Returns now on file in my office, and as canvassed and declared by the Board of Supervisors of Pima County on the 16th day of November, 2010.



In Witness Whereof, I hereunto set my hand and affix the official seal of Pima County this 16th day of November, 2010.

Lori Godoshian

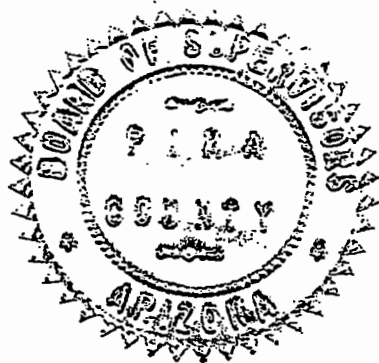
Lori Godoshian, Clerk of the Board of Supervisors, Pima County,
Arizona.

CERTIFICATE OF

ELECTION

STATE OF ARIZONA
COUNTY OF PIMA

I, Lori Godoshian, Clerk of the Board of Supervisors of Pima County, State of Arizona, do hereby Certify, that at the General Election held in and for the County of Pima, on the 2nd day of November, 2010, GEORGE D. GRADILLAS having received the highest number of votes cast for the office of CONSTABLE, JUSTICE PRECINCT 3, was duly elected to said office, as appears by the Official Returns now on file in my office, and as canvassed and declared by the Board of Supervisors of Pima County on the 16th day of November, 2010.



In Witness Whereof, I hereunto set my hand and affix the official seal of Pima County this 16th day of November, 2010.

Lori Godoshian

Lori Godoshian, Clerk of the Board of Supervisors, Pima County,
Arizona.

CERTIFICATE OF

ELECTION

STATE OF ARIZONA
COUNTY OF PIMA

I, Robin Brigode, Clerk of the Board of Supervisors of Pima County, State of Arizona, do hereby Certify, that at the General Election held in and for the County of Pima, on the 6th day of November, 2012, JIM DRISCOLL was elected to the office of CONSTABLE - JUSTICE PRECINCT 04, by virtue of said election, is fully authorized and empowered to discharge all the duties to said office, as appears by the Official Returns now on file in my office, and as canvassed and declared by the Board of Supervisors of Pima County on the 26th day of November, 2012.



In Witness Whereof, I hereunto set my hand and affix the official seal of Pima County this 26th day of November, 2012.

Robin Brigode

Robin Brigode, Clerk of the Board of Supervisors, Pima County,
Arizona.

CERTIFICATE OF

ELECTION

STATE OF ARIZONA
COUNTY OF PIMA

I, Lori Godoshian, Clerk of the Board of Supervisors of Pima County, State of Arizona, do hereby Certify, that at the General Election held in and for the County of Pima, on the 2nd day of November, 2010, MARGARET CUMMINGS having received the highest number of votes cast for the office of CONSTABLE, JUSTICE PRECINCT 5, was duly elected to said office, as appears by the Official Returns now on file in my office, and as canvassed and declared by the Board of Supervisors of Pima County on the 16th day of November, 2010.



In Witness Whereof, I hereunto set my hand and affix the official seal of Pima County this 16th day of November, 2010.

Lori Godoshian

Lori Godoshian, Clerk of the Board of Supervisors, Pima County,
Arizona.

CERTIFICATE OF

ELECTION

STATE OF ARIZONA
COUNTY OF PIMA

I, Robin Brigode, Clerk of the Board of Supervisors of Pima County, State of Arizona, do hereby Certify, that at the General Election held in and for the County of Pima, on the 6th day of November, 2012, BENNETT L. BERNAL was elected to the office of CONSTABLE - JUSTICE PRECINCT 06, by virtue of said election, is fully authorized and empowered to discharge all the duties to said office, as appears by the Official Returns now on file in my office, and as canvassed and declared by the Board of Supervisors of Pima County on the 26th day of November, 2012.



In Witness Whereof, I hereunto set my hand and affix the official seal of Pima County this 26th day of November, 2012.

Robin Brigode

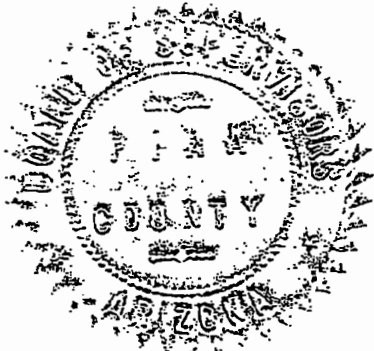
Robin Brigode, Clerk of the Board of Supervisors, Pima County,
Arizona.

CERTIFICATE OF

ELECTION

STATE OF ARIZONA
COUNTY OF PIMA

I, Robin Brigode, Clerk of the Board of Supervisors of Pima County, State of Arizona, do hereby Certify, that at the General Election held in and for the County of Pima, on the 6th day of November, 2012, R. C. BROWN was elected to the office of CONSTABLE - JUSTICE PRECINCT 07, by virtue of said election, is fully authorized and empowered to discharge all the duties to said office, as appears by the Official Returns now on file in my office, and as canvassed and declared by the Board of Supervisors of Pima County on the 26th day of November, 2012.



In Witness Whereof, I hereunto set my hand and affix the official seal of Pima County this 26th day of November, 2012.

Robin Brigode

Robin Brigode, Clerk of the Board of Supervisors, Pima County,
Arizona.

CERTIFICATE OF

ELECTION

STATE OF ARIZONA
COUNTY OF PIMA

I, Robin Brigode, Clerk of the Board of Supervisors of Pima County, State of Arizona, do hereby Certify, that at the General Election held in and for the County of Pima, on the 6th day of November, 2012, MARY C. DORGAN was elected to the office of CONSTABLE - JUSTICE PRECINCT 08, by virtue of said election, is fully authorized and empowered to discharge all the duties to said office, as appears by the Official Returns now on file in my office, and as canvassed and declared by the Board of Supervisors of Pima County on the 26th day of November, 2012.



In Witness Whereof, I hereunto set my hand and affix the official seal of Pima County this 26th day of November, 2012.

Robin Brigode

Robin Brigode, Clerk of the Board of Supervisors, Pima County,
Arizona.

CERTIFICATE OF

ELECTION

STATE OF ARIZONA
COUNTY OF PIMA

I, Robin Brigode, Clerk of the Board of Supervisors of Pima County, State of Arizona, do hereby Certify, that at the General Election held in and for the County of Pima, on the 6th day of November, 2012, COLETTE PHILIP was elected to the office of CONSTABLE - JUSTICE PRECINCT 09, by virtue of said election, is fully authorized and empowered to discharge all the duties to said office, as appears by the Official Returns now on file in my office, and as canvassed and declared by the Board of Supervisors of Pima County on the 26th day of November, 2012.



In Witness Whereof, I hereunto set my hand and affix the official seal of Pima County this 26th day of November, 2012.

Robin Brigode

Robin Brigode, Clerk of the Board of Supervisors, Pima County,
Arizona.

CERTIFICATE OF

ELECTION

STATE OF ARIZONA
COUNTY OF PIMA

I, Robin Brigode, Clerk of the Board of Supervisors of Pima County, State of Arizona, do hereby Certify, that at the General Election held in and for the County of Pima, on the 6th day of November, 2012, VINCE ROBERTS was elected to the office of CONSTABLE - JUSTICE PRECINCT 10, by virtue of said election, is fully authorized and empowered to discharge all the duties to said office, as appears by the Official Returns now on file in my office, and as canvassed and declared by the Board of Supervisors of Pima County on the 26th day of November, 2012.



In Witness Whereof, I hereunto set my hand and affix the official seal of Pima County this 26th day of November, 2012.

Robin Brigode

Robin Brigode, Clerk of the Board of Supervisors, Pima County,
Arizona.



PIMA COUNTY REQUEST FOR OFFER

*As authorized by
RFQ Procurement Process*

SOLICITATION #: 104499

TITLE: Constables Process Server System

TRANSMITTED TO:

Various Sources, Reference VRAMP ID #3633

SOLICITATION: Pima County (COUNTY) is soliciting offers from Suppliers qualified, responsible and willing to provide the Services in compliance with the attached *Offer Agreement*.

INSTRUCTIONS REGARDING PREPARATION and SUBMISSION OF OFFER:

The Suppliers to whom this request is transmitted are required to complete, execute and submit the attached Offer Agreement documents as listed below:

- ✓ Offer Agreement to include Pima County Standard Terms and Conditions and Application Hosting Terms and Conditions.
- ✓ CONTRACTOR's Offer, including:
 - ✓ Exhibit A: Minimum Qualifications
 - ✓ Exhibit B: Requirements
 - ✓ Exhibit C: Bid Price Schedule
 - ✓ Exhibit D: Contractor's Deviation Requests
 - ✓ Exhibit E: Contractor's Subscription Service/Hosting Agreement
 - ✓ Exhibit F: Questionnaire

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 offer. Typewritten responses are **preferred**.

All offers shall if appropriate indicate the registered trade name, stock number, and packaging of the items included in the offer.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the respondent's sole risk. Modification of the attached Offer Agreement in areas other than directed above may render the document unusable by COUNTY.

Questions may be submitted to Ana Wilber at ana.wilber@pima.gov or by fax at 520-791-6508

SUBMIT THE REQUESTED DOCUMENTS & INFORMATION AT OR BEFORE JULY 29, 2013, 2:00 P.M. LOCAL ARIZONA TIME (MST) TO:

Documents may be submitted via Facsimile 520-791-6508 or E-mail at ana.wilber@pima.gov

OFFER AGREEMENT

Solicitation #: 104499 Title: Constables Process Server System Page 1 of 30

1. INTENT:

By submitting a response to this solicitation, Offeror (referred to as "Contractor or Supplier") is making a firm Offer to enter into a contract (the "Contract") with Pima County ("COUNTY") to provide COUNTY with Process Server Management System for the Constables Department (the "Services") as specified in this Solicitation. Offeror's response (the "Offer"), will be accepted by the COUNTY by issue of a "Master Agreement," which will be effective on the document's date of issue without further action by either party. The Contract will incorporate the following:

- Offer Agreement to include Pima County Standard Terms and Conditions and Application Hosting Terms and Conditions.
CONTRACTOR's Offer, including:
 - Exhibit A: Minimum Qualifications
 - Exhibit B: Requirements
 - Exhibit C: Bid Price Schedule
 - Exhibit D: Contractor's Deviation Requests as approved by the County
 - Exhibit E: Contractor's Subscription Service/Hosting Agreement (to the extent not inconsistent with the terms of the Offer Agreement)
 - Exhibit F: Questionnaire
 - Terms of Best and Final Offer (if applicable)

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

It is the intent of all parties to this agreement that this document, including all attachments and documents incorporated by reference, 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.

Throughout this agreement and referenced documents the terms Blanket Contract and Master Agreement, Purchase Order and Delivery Order are used interchangeably and considered to have identical meaning.

2. AGREEMENT TERM EXTENSIONS-RENEWALS & REVISIONS:

The initial term of the agreement will be for a one year period and include four 4 one-year renewals that may be exercised upon the written agreement of the parties as follows:

Proposed extension or renewals of the contract if included in the contract and revisions to the contract shall be made through the issuance by County to Contractor of a revised Blanket Contract-Master Agreement, Purchase or Delivery Order document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County shall signify acceptance by Contractor and the amendment shall be binding upon the parties, effective on the date of issuance.

3. SUPPLIER MINIMUM QUALIFICATIONS:

The Supplier 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 Supplier further stipulates that they meet the qualifications as described on Exhibit A of this Offer Agreement.

4. SERVICE SPECIFICATIONS & SCOPE:

The Supplier shall provide a vendor hosted solution that supports the Constables processes as described below:

Background:

Pima County Constables are engaged by the public, lawyers and other legal entities to serve documents. Their core business system supports the business processes of submitting new requests, assigning an appropriate Constable, calculating fees and refunds, printing invoices, refund checks and reports.

The existing system was written in FoxPro, has little documentation and the source code is unavailable. In addition, the Constables office has seen a marked deterioration in the performance and reliability of the system. Necessary changes cannot be made and the system is not compliant with modern IT system standards

OFFER AGREEMENT

Solicitation #: 104499 Title: Constables Process Server System Page 2 of 30

Intent:

It is the intent of the County to find a suitable off-the-shelf replacement for this system that meets at least 85% of the Constables requirements as described on Exhibit B, with little customization.

Because of the short timeframe in which this must be completed, the County's preference is to select a system hosted by the vendor. It is also the County's preference to select a vendor with the ability to perform a finite number of customizations critical to support the Constables current and future business process.

Typical Business Process Flow for Services:

The following business process flow is provided to define expected roles, tasks, sequence and value to be provided to COUNTY. In practice, the Supplier and County Department ordering the items may agree to use a different process.

Task No.	DESCRIPTION	Performed By	Est. Duration (Days)
1	Software Setup	Vendor	5
2	Assignment of User IDs	Vendor	2
3	Administrator and Power User Training	Vendor	5
4	Initial Data Conversion	Vendor	15
5	Review of Converted Data	County	10
6	Data Conversion Remediation	Vendor	5
7	Final Review of Converted Data	County	2
8	Customizations	Vendor	30
9	Develop Office Procedures & Test Plan	County	30
10	Perform User Acceptance Testing	County	5
11	Internal Audit Review of System/Processes/Procedures	County	15
12	End-User Training	Vendor	5
13	Go-Live		

5. OFFER ACCEPTANCE AND ORDER RELEASES:

Offers will be accepted and executed by the County by issue of a Master Agreement (Recurring requirements) and effective on the document's date of issue without further action by either party. The Master Agreement will document the term of the agreement.

Order for services pursuant to the executed agreement will be made by COUNTY by issue of Delivery Order (DO) documents. The DO documents will be furnished to Supplier via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to the Supplier within five workdays of the date the verbal order is given.

Supplier is prohibited from supplying services pursuant to the resulting agreement that are not documented or authorized by a Delivery Order at the time of provision. The Supplier agrees that the County accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a COUNTY Delivery Order.

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

6. ACCEPTANCE OF SERVICES:

Acceptance of the services shall be made by the County Department designated on the issued Delivery Order in accordance with this agreement. Acceptance is required prior to commencement of Payment terms.

OFFER AGREEMENT

Solicitation #: 104499 Title: Constables Process Server System Page 3 of 30

7. COMPENSATION & PAYMENT:

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

Supplier shall submit Request(s) for Payment/Invoices to the location and entity defined by the County's Delivery Order document.

All Invoice documents shall reference the County's Delivery Order number under which the services were ordered. ALL Invoice line items shall utilize the item description, precise unit price and unit of measure defined by the County's Delivery Order document. Invoices that include line items or unit prices that do not match those documented by the County's Delivery Order may be returned to the Supplier unprocessed for correction.

Standard payment terms are net 30 from the date of valid invoice document and shall not commence until receipt of goods into payment system by the receiving Department and Supplier's Invoice is received and verified by County Financial Operations.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section II.B.4 defines the County's practice regarding discounts for early payment. Supplier hereby offers the following discounts to those prices to be used for all orders issued pursuant to this agreement. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten calendar days. Supplier shall submit valid invoice document consistent with the associated purchase order to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this agreement, the Supplier may offer early payment discounts that exceed this Standard Early Payment Discount.

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

The blanket contract or purchase order issued to accept Supplier offer will define the not to exceed amount of the agreement. Supplier shall not accept orders, or provide services or products that cumulatively exceed that amount.

Unit Pricing may be negotiated and established as per all requirements of the agreement for items included in the scope of the agreement and for which unit pricing has not been previously defined provided that the item and unit price are offered in writing by the Supplier.

Unless otherwise stipulated by this agreement or the County's order, all pricing shall be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the Delivery article of this agreement or accepted *Order* for services or products and all freight cost shall be included in the offered Unit Price.

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

Price Warranty. Seller shall give Pima County benefit of any price reduction before actual time of shipment. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

Price Escalation. It is agreed that all Unit Prices include compensation for the Seller to implement and actively conduct cost and price control activities. It is the intention of both parties that pricing shall remain firm during the initial year of the agreement after which the parties intend to consider price increases no more frequently than once per year. Seller shall submit a written request to COUNTY that includes supporting documents justifying requested increases at least 90 days prior to the desired implementation date; Seller shall provide evidence, cite sources, specific conditions and document how those conditions affect the cost of its performance, and specific efforts Seller has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities referred to are estimated quantities. Pima County reserves the right to increase or decrease the quantities and amounts. Pima County shall not be responsible for Supplier inventory or order commitment.

OFFER AGREEMENT

Solicitation #: 104499 Title: Constables Process Server System Page 4 of 30

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

BID PRICE SCHEDULE (Net 30 day Payment Terms) – SEE EXHIBIT C

8. DELIVERY:

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

9. TAXES, FEES, EXPENSES:

Articles sold to Pima County are exempt from federal excise taxes. The County is subject to State and City sales tax. Pima County will furnish an exemption certificate upon request. No separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents.

10. OTHER DOCUMENTS

Supplier and County in entering into this agreement have relied upon information provided or referenced by Pima County Solicitation No. 104499 including the Standard Terms and Conditions, Application Hosting Terms and Conditions, Solicitation Addenda, Suppliers Bid Offer, documents submitted by Supplier or References to satisfy Supplier Minimum Qualifications and on other information and documents submitted by the Supplier in its' response to the County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

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

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

- A) **Minimum Scope and Limits of Insurance** – Contractor shall provide coverage with limits of liability not less than those stated below:

Workers' Compensation and Employers' Liability - Workers' Compensation insurance to cover obligations imposed by State Statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for Each Accident, \$100,000 Disease for each employee, and \$500,000 Disease Policy Limit.

- B) **Additional Insurance Requirements:**

1. The Contractor's insurance shall be primary insurance and non-contributory with respect to all other available sources.
2. The policy required hereunder shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees.

- C) **Verification of Coverage:**

1. Contractor shall provide Pima County with a current certificate of insurance. The certificate of insurance must provide for guaranteed thirty (30) days written notice to the Pima County of cancellation or non-renewal.
2. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in Pima County with an "A.M. Best" rating of A- VI. Pima County in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
3. If a policy expires during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

OFFER AGREEMENT

Solicitation #: 104499 Title: Constables Process Server System Page 5 of 30

12. PERFORMANCE BOND:

Not Applicable

13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Supplier acknowledges that the following solicitation addenda have been incorporated in their offer and this agreement:

Addendum #	Date	Addendum #	Date	Addendum #	Date

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Not Applicable

[The remainder of this page is intentionally left blank.]

OFFER AGREEMENT

Solicitation #: 104499 **Title:** Constables Process Server System **Page** 6 of 30

15. BID/OFFER CERTIFICATION:

SUPPLIER LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: _____

PHONE: _____ **FAX:** _____

CONTACT PERSON EMAIL ADDRESS: _____

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:

CORPORATE HEADQUARTERS LOCATION:

STREET ADDRESS CITY, STATE, ZIP: _____

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind the "Supplier" 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 requested, and that the firm will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Offeror's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a blanket contract or purchase order document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that shall require the Offeror to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME & TITLE OF AUTHORIZED SUPPLIER REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: _____

County Attorney Contract Approval "As to Form":

OFFER AGREEMENT

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PIMA COUNTY STANDARD TERMS AND CONDITIONS (04/25/13)

1. OPENING:

Responses will be publicly opened and 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 response is most advantageous to the COUNTY considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, the Pima County (COUNTY) will enter into an agreement with the one or multiple respondent(s) that submitted the lowest bid(s) and 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.

The COUNTY 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 quantity herein specified. Pricing evaluations will be based on pre-tax pricing offered by vendor.

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 shall 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 the COUNTY. Unless expressly agreed otherwise, resulting agreements 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 respondent, by submission of an offer, bid or proposal proclaims and agrees and does waive any and all claims for damages against COUNTY or its officers or employees when any of the rights reserved by COUNTY may be exercised.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant agreement, the terms herein shall govern, unless Contractor's terms are accepted in writing by COUNTY. No oral agreement or understanding shall in any way modify this order 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 agreement.

7. INTERPRETATION and APPLICABLE LAW:

The contract shall 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 Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

8. WARRANTY:

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

9. QUANTITY:

The quantity of goods ordered shall not be exceeded or reduced without written permission in the form of a properly executed blanket contract, purchase order or contract revision or amendment as required by COUNTY Procurement Code except in conformity with acknowledged industry tolerances. All quantities are estimates and no guarantee regarding actual usage is provided.

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10. PACKING:

No extra charges shall be made for packaging or packing material. Contractor shall be responsible for safe packaging conforming to carrier's requirements. All packages shall bear the content(s) quantity, product identification, purchase order number, and destination address plainly marked in indelible ink on the exterior of each package.

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 the 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 the 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 responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order and/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 provide immediate notice of delay.

12. SPECIFICATION CHANGES:

COUNTY shall have 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 shall be made and the order shall be modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause shall reduce 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, the destination, or both, by COUNTY. Goods failing to meet specifications of the order or contract shall 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 shall not be considered a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

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

15. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the agreement documents.

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 PIMA COUNTY FOR DEFAULT:

In the event any item furnished by the Contractor in the performance of the agreement should fail to conform to the specifications thereof, or to the sample submitted by the Contractor, COUNTY may reject same, and it shall thereupon become the duty of the 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 the Contractor fail, neglect, or refuse immediately to do so, COUNTY, shall have 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 the Contractor the difference between the price named in the contract or purchase order and actual cost to COUNTY.

In the event the Contractor shall fail 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 shall apply, except when

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delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the contract or purchase order, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of COUNTY provided above shall not be 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, proclaims and agrees that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the 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) 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) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with COUNTY, the 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 the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING AGREEMENT:

As allowed by law, the COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the COUNTY. The 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 blanket contract, purchase order or contract. 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 agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted by blanket contract purchase order or contract 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 agreements can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Agreements*.

20. PATENT INDEMNITY:

Contractor shall 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 blanket contract purchase order or contract. 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 shall 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 the blanket contract, purchase order or 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.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses shall 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 shall 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 shall govern the rights, performance and

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disputes of and between the parties. Any action relating to this Contract shall 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 shall apply, but do not require an amendment/revisions.

24. ASSIGNMENT:

Contractor shall not assign its rights to the resultant agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

25. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall 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:

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than for services or goods that have already been 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 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 shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the 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 shall not be counted in the time calculation. Contractor shall 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 shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be 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 are unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the agreement. It is agreed that such tools and documentation are the property of COUNTY and shall be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation shall be delivered to COUNTY within twenty days of acceptance by the COUNTY of the first article sample, or not later than ten days of termination of the agreement associated with their development, without additional

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cost to COUNTY. The 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, the 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 the Contractor result in additional costs to the COUNTY the Contractor agrees to reimburse the COUNTY for said actual and incremental costs provided that the COUNTY had given the Contractor reasonable time to respond to the COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor shall 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:

Agreements resulting from this solicitation are non-exclusive and are for the sole convenience of Pima 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 blanket contract, purchase order, contract or award, in whole or in part, at anytime, without penalty or recourse when in the best interests of the COUNTY. Upon receipt of written notice, Contractor shall immediately cease all work as directed by the notice, notify all sub-Contractor of the effective date of termination and take appropriate actions to minimize further costs to the COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be promptly delivered to the COUNTY. The Contractor shall be 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 shall apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event that there are inconsistencies between agreement documents, following is the order of precedence, superior to subordinate, that shall be applied to resolve the inconsistency: blanket contract; purchase order; offer agreement or contract attached to a blanket contract or purchase order; standard terms and conditions; other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of the Contractor shall be that of an independent Contractor. Neither Contractor nor Contractor officer's agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for program development and operation.

36. BOOKS AND RECORDS:

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

37. COUNTERPARTS:

The blanket contract, purchase order or contract awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart shall be deemed an original, and together such counterparts shall constitute one and the same instrument. For the purposes of the blanket contract, purchase order or contract, the signed offer of Respondent and the signed acceptance of COUNTY shall each be deemed an original and together shall constitute a binding blanket contract, purchase order or contract, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the blanket contract, purchase order or contract. If any court or

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administrative agency determines that COUNTY does not have authority to enter into the blanket contract, purchase order or contract, COUNTY shall not be liable to Contractor or any third party by reason of such determination or by reason of the blanket contract, purchase order or contract.

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 blanket contract, purchase order or contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as 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 shall not be construed as an accord and satisfaction.

40. SUBCONTRACTOR:

CONTRACTOR shall 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 CONTRACTOR 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 shall create 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 shall be 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 shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have 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, shall be deemed to be 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 shall 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 shall 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 will be deemed to be 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 shall 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 shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

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43. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

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

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

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APPLICATION HOSTING TERMS AND CONDITIONS (10/16/12)

1.0 DATA OWNERSHIP, AVAILABILITY AND SECURITY

If COUNTY (Licensee) hosts with the Vendor, Vendor will offer at no cost to the Licensee database backup files and/or a standard formatted export file upon request and agrees that all data populated by Licensee User (s) is owned by Licensee and will be provided to Licensee in electronic database backup format or export file format, if requested by Licensee at any time during the agreement term and at the end of this agreement at no cost to the Licensee. Vendor also agrees that all Licensee information housed within the Solution is private and owned by the Licensee and is not to be shared with any other customer, vendor or third party unless Licensee grants that right.

Vendor also agrees that:

- information resides in a highly secure and redundant data center environment that is recoverable within a two hour window in the event of a primary data center / network disaster / outage
- the data center environment is physically secure with employee and customer access / monitoring control practices in place and adhered to, and customers / visitors are escorted at all times within the data center environment
- security release upgrades and monitoring practices are in place and adhered to, and vendor security practices require critical vendor security patches to be implemented within 24 hours of vendor's release of the security patch
- intrusion detection is conducted by the vendor at least once per year with results published, vendor actions taken with both being available for customer review

1.1 Licensee Data shall mean all data or information stored or hosted by Licensee, with the Hosted Services or System, or provided by or on behalf of Licensee, for storage or hosting in connection with the System, including, without limitation, the data provided by Licensee's internal and external data sources. The Licensee Data and Solution shall be considered Licensee Confidential Information.

1.2 Confidentiality Vendor on behalf of itself and its employees / subcontractors, agrees to hold in confidence, not disclose, and not use for its own benefit, any of Licensee's Confidential Information.

1.3 Data Ownership All Licensee Confidential Information (including, without limitation, any Licensee Data, whether in existence at the Effective Date, and/or compiled thereafter in the course of performing the Services), shall be treated by Vendor and its subcontractors as the exclusive property of Licensee and the furnishing of such the Licensee Confidential Information, or access to such items by, Vendor and/or its subcontractors, shall not grant any express or implied interest in such Licensee Confidential Information to Vendor and/or its subcontractors, and Vendor's and its subcontractors' use of such Licensee Confidential Information and Licensee Data shall be limited to such use as is necessary to perform and provide the Services. Upon demand by the Licensee at any time and from time to time and without regard to a Party's default under the Agreement, Vendor and/or its subcontractors shall promptly deliver the Licensee Confidential Information and Licensee Data to Licensee in electronic format and in such hard copy as exists on the date of the request by the Licensee. Licensee data shall not be accessible by any other Customer or Vendor of Vendor unless express written approval is provided by the Licensee and all appropriate legal documents have been signed by all Parties.

1.4 Audit During the Term, and for a period of five (5) years thereafter, or such longer period as may be required by any law, rule, or regulation applicable to Licensee, Vendor shall maintain and provide, and shall ensure that its subcontractors maintain and provide, access, electronic or otherwise, to complete and accurate books, records, documents, data (specifically excluding Licensee Data), and information relating to Vendor's performance (and any Vendor subcontractor's performance) pursuant to this Agreement, (the "Records"). All such records, documents, data and information shall be maintained in such form (for example, in paper or electronic form) as Licensee may reasonably direct. Vendor shall provide Licensee a letter from its chief financial officer verifying that information provided by Vendor to Licensee conforms to the reporting methodology set forth herein. Licensee shall have the right, during business hours, at its own expense (except as otherwise provided herein), and upon ten (10) days' notice (except to the extent Licensee is unable, using commercially reasonable efforts, to provide such notice and comply with applicable law or the requests of legal authorities), to audit, review, and copy the Records for any reasonable business purpose. Vendor shall provide to Licensee such assistance as it reasonably requires in connection with audits or examinations pursuant to this Section. Vendor shall reasonably cooperate with Licensee and its designees in connection with audit functions and with regard to examinations by legal authorities, if required. If any audit or examination reveals that Vendor's invoices for the audited period are not correct, Vendor shall promptly reimburse Licensee for the amount of any overcharges plus an additional amount equal to five percent (5%) of the amount of any overcharge, or Licensee shall promptly pay Vendor for the amount

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of any undercharges subject to the terms of the Agreement. Any amounts unpaid by Vendor may be set-off by Licensee against any other amounts that may be due to Vendor under the Agreement. If any audit reveals a discrepancy of more than five percent (5%) of the invoiced amount for any period audited or any non-trivial breach (es) of Vendor's obligation to timely and properly provide and perform the Services, Vendor shall bear the cost of such audit. Nothing in the Agreement shall limit or restrict the rights of either party in discovery proceedings pursuant to any civil litigation, or governmental, regulatory or criminal proceeding.

1.5 Availability During any calendar month, Licensee's Solution will be available minimally 99% of the time between the hours of 6am – 9pm Arizona time zone. Vendor will measure this availability and report any variances to this to the Licensee on a monthly basis through its monthly invoicing process. Any availability less than 75% results in a no-charge monthly charge to the Licensee. Availability between 76% and 95% results in a 75% charge of the monthly invoice to the Licensee. Between 96% and 98% results in a 95% charge of the monthly invoice to the Licensee. Availability will be measured through Vendor Data Center trouble ticket process from time of outage to time of restore.

1.6 Ownership and Scope of Use (Software) The Software is owned by Vendor. In connection with the Services hereunder and subject to Licensee's rights upon a release of Code in Escrow, Licensee is granted limited use access rights to the Software only by Licensee's employees or Providers who assist Licensee in this area.

1.7 System Responsiveness Licensee Solution online web transaction screens will respond to any Licensee employee within 4 seconds of pressing the enter key. Respond means that the web transaction screen or its embedded data / command(s) have been sent across the Internet. 95% of all web transaction screens will fall within this 4 second window. On any day of a calendar month that 95% of the web transaction screens fail to achieve the 95% minimum, 1/30th of the monthly charge will be deducted from the Licensee's monthly invoice.

1.8 Security Vendor shall establish and maintain security for Licensee Data and the System as well as access that include the following requirements:

(i) **Physical Security.** Vendor offices and data center shall only be accessible to authorized personnel. All visitors or third parties must fill out the office log and if required, the data center access log, which maintains a record of the following:

- Visitor name
- Date of Visit
- Time of Entry
- Purpose of Visit
- Time of Departure
- Initials of Escort

(ii) **Network Security.** Vendor's servers shall be fire-walled from the Internet at large. Inbound access to the Vendor environment will be controlled using a series of firewalls, switches, and application layer controls.

By default, all inbound network access is blocked. The traffic that has been deemed necessary is explicitly permitted inbound as follows:

Inbound access from the Internet to the Vendor network will only be permitted based on the following rules:

- Access to the Web Application Servers is permitted on specific ports; all other ports are blocked. This network-layer port filtering occurs on both the external firewalls and the internal "DMZ" switches. Inbound traffic must filter through both external hardware devices and an IDS (Intrusion Detection System) sensor located within the DMZ prior to passing on to the Web Application Server
- Access to the communications cluster is permitted based on strict access-list controls based on the sender's IP address (es). As Vendor establishes a transmission relationship with a manufacturer, wholesaler, or VAN, the IP address and the port number are hard coded into the external firewalls. Only traffic originating from authorized parties over a pre-defined, non-standard port is allowed into the communications environment. An additional conduit has been opened to a third party vendor to allow for daily vulnerability scans to take place.

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- Optionally Vendor customers can enable "Advanced Security", which forces users to originate from a pre-defined IP address or range in order to access the Vendor application.
- (iii) *Hardware Security.* Licensee Data shall be stored in environments consistent with data redundancy and data protection standards necessary for recovery and maintenance. In the event of individual drive failure, no degradation of access level or time shall occur. Vendor shall provide regular backup of the Licensee Data to both a network accessible storage appliance at all times as well as off-site storage of said backup data.
- (iv) *System Application Security.* Vendor's System shall maintain limited accessibility with all user access and control managed through password security that is under the control of the Licensee. Complete control is in the hands of authorized Licensee designated administrative user(s). Licensee shall determine what access a user is allowed to have and whether any restrictions will be put in place for a given user.
- (v) *Security Audits.* Vendor shall schedule regular security audits at the firewall level, the server level, and the application level, consistent with control objectives and processes defined in the data center's SAS70 audit process. Vendor shall provide the capability for using strong passwords to access the application by a Licensee but it will be the responsibility of the Licensee to verify that only strong passwords are implemented and that they are changed at a Licensee acceptable frequency.

2. VENDOR DISCONTINUES SOLUTION ACCESS OR CEASES OPERATIONS

If Vendor plans to cease providing hosted Solution access to the Licensee or to Cease Operations entirely due to bankruptcy or other reason, Vendor is responsible for providing the current Licensee data, current Vendor source code / object code of the Vendor Software and Documentation (Vendor Solution) to the Licensee. In such case, Licensee shall have the right to support this Vendor Solution internally within its organization going forward at no cost to the Licensee. In no event shall the source code be used for any other purpose. In no event shall the title or any rights, including intellectual property rights, to the proprietary and trade secret source code be transferred to Licensee. The mechanisms for deposit, maintenance, and release of software to and from the escrow agent will be pursuant to the terms of a mutually agreed escrow agreement executed concurrently with the License, and this escrow agreement will not include additional or different terms for the Vendor Solution to Licensee than those described above, and shall include express provisions requiring Vendor to notify the Escrow Agent of any prospective bankruptcy filing, and requiring the Escrow Agent to release the source and object codes to Licensee before any bankruptcy filing by Vendor.

END OF APPLICATION HOSTING TERMS AND CONDITIONS (10/16/12)

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EXHIBT A: MINIMUM QUALIFICATIONS

Offeror certifies that the proposed software possess the following minimum qualifications and shall provide the requested documents that substantiate the satisfaction of the Minimum Specifications. Failure to provide the information required by these Minimum Specifications and required to substantiate *meeting the specifications* may be cause for the offeror's proposal to be rejected as **Non-Responsive**.

ITEM NO.	MINIMUM SPECIFICATIONS	COMPLIANCE YES/NO (SELECT ONE)	ATTACHED IS SUBSTANTIATING DOCUMENTATION
1	The Supplier/Contractor must host the system within the continental United States <i>Copy of Business License may suffice as documentation that substantiates meeting this specification.</i>	Yes / No	Yes / No
2	The Supplier/Contractor organization must work within the continental United States <i>Business License or W9 record may suffice as documentation that substantiates meeting this specification.</i>	Yes / No	Yes / No
3	The Supplier/Contractor must provide a hosted solution <i>Copy of Spec Sheet may suffice as documentation that substantiates meeting this specification.</i>	Yes / No	Yes / No

COMPANY NAME: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING OFFER _____

END OF MINIMUM QUALIFICATIONS

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EXHIBIT B: CONSTABLE PROCESS SERVER SYSTEM REQUIREMENTS

Functional & Technical Requirements

For each of the requirements listed below,

- Respond in the space provided to indicate if your proposed solution meets each specific requirement;
- Respond "Y" if it meets the requirement in its entirety, Respond "N" if it does not meet the requirement, Respond "P" if it partially meets the requirement;
- For all responses of "P", explain in the Comments field how it meets the requirement and how it does not;
- Do not enter into the comment field any qualifying information except for those requirements where you responded with "P".

Ref #	Functional Requirements	Meets Y/N/P	Comments
1.0 Case Tracking			
1.1	The solution shall provide the ability to create new and edit existing cases for requests to serve documents.		
1.2	The solution shall provide the ability to track at minimum the data listed in Appendix A with the ability for limited, designated users to easily customize field labels.		
1.3	The solution shall have the ability for limited, designated users to add additional, customized fields as needed. The labels and field types shall be customizable.		
1.4	Customized fields need to appear in reports and searches.		
1.5	Attorney names shall be stored in a combo box or other field type that allows users to pick from a list of names or data entry a name if it does not already exist on the list.		
1.6	The solution shall provide the ability to track multiple "attempted serves" and "attempted serve dates" on each case.		
1.7	The solution shall provide the ability for users to enter case notes. Case Notes shall record the date and time the note was entered, and the name of the user who entered the note.		
1.8	The case notes shall be searchable by date entry or keyword.		
1.9	The solution shall provide the ability to track a minimum of 25 user defined instrument types (documents served) with the ability for limited, designated users to easily add more types as needed. Instrument types shall appear in a drop down list.		
1.10	The solution shall provide the ability to generate and print user-defined cover sheet templates for each instrument type. The templates shall be easily editable by limited, designated users such that if the office phone number changes, the designated employee is able to change the phone number on the template.		
1.11	The templates shall auto-populate with user defined data.		
1.12	The solution shall provide the ability to generate and print letters. The letters shall auto-populate with user defined data and also have editable fields for data entry.		

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1.13	The solution shall provide the ability to generate and print envelopes. The "To" address shall auto-populate with defendant address. The "From" address shall auto-populate with the plaintiff address.		
1.14	The solution shall provide the ability to store multiple documents and images, and associate them with cases. For documents generated within the system and documents generated outside the system including scanned documents.		
1.15	Documents associate with a case shall be searchable.		
1.16	The solution shall provide the ability for limited, designated users to designate precincts and sub-precincts based on coordinates.		
1.17	The solution shall provide the ability for limited, designated users to assign Constables as owners of the precincts and sub-precincts. The owners shall be easily editable by limited, designated users.		
1.18	The solution shall have the ability to automatically assign cases to Constables based on the owner of the precinct or sub-precinct where the service address is located.		
1.19	The solution shall be able to notify Constables when new cases are assigned to them.		
1.20	Once the case assignment is made, it shall be editable by limited, designated users.		
1.21	The solution shall provide the ability to map driving routes for Constables based on multiple service addresses of the cases they designate, or integrate with the existing county GPS system.		
1.22	The solution shall have the ability to automatically calculate mileage for each case from a preset starting location. The starting location shall be editable by limited, designated users.		
1.23	The solution shall have standard windows navigation capabilities such as tabbing to the next field, using the down arrow to expand LOVs and Enter to make a selection.		
1.24	Constables shall be able to view their active cases.		
2.0 Accounts Receivable/Payable			
2.1	The solution shall provide the ability to create user defined fees for instrument types, certified mail costs, and mileage.		
2.2	Fees shall be editable by limited, designated users. Fee changes shall be effective dated and fees associated with closed cases shall not be changed. And already received cases shall not change. The day fee changes going forward.		
2.3	The solution shall be able to calculate mileage fees.		
2.4	The solution shall be able to automatically calculate total fees for cases.		
2.5	The solution shall be able to generate and print a user defined invoice for cases.		
2.6	The solution shall be able to receive and track payment of fees for cases.		
2.7	The solution shall be able to generate and print a payment receipt for cases.		
2.8	The solution shall be able to automatically calculate refunds.		
2.9	The solution shall be able to generate and print checks for refunds.		
2.10	The solution shall be able to track waivers and deferrals of payments.		
2.11	The solution shall be able to generate and print checks for fees to be sent to the County Treasurer.		
2.12	The solution shall be able to automatically calculate the percentage of collected fees to be paid to the ethics committee, and generate and print the check.		

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2.13	The solution shall be able to create and print a batch of daily case completion invoices with envelopes for mailing.		
2.14	The solution shall be able to create and print monthly customer balance statements with envelopes for mailing.		
2.15	The solution shall provide the ability to restrict check printing capabilities to limited, designated users.		
3.0 Reports/Queries			
3.1	The solution shall provide a user defined daily, weekly, monthly, annual report of financial transactions.		
3.2	The solution shall provide a Daily Deposit Report (fees received) by user.		
3.3	The solution shall provide a Monthly Constable Activity report for Clerk of the Board, Clerk of Justice Courts.		
3.4	The solution shall provide Invoice Aging Reports.		
3.5	The solution shall provide an Active Case Aging report by Constable.		
3.6	The solution shall provide an All Cases report sortable by status (active/closed).		
3.7	The solution shall provide Monthly Statistics Reports including workload statistics.		
3.8	The solution shall provide a report of transactions per precincts and sub-precincts.		
3.9	The solution shall provide the ability for end users to easily create ad hoc reports and searches by using LOVs to select fields, operators and other criteria.		
3.10	Users shall be able to search or report on all fields in the database.		
3.11	All standard reports shall be capable of being printed on letter size (8.5x11) paper.		
3.12	The solution shall provide the ability to export report and search results to excel or CSV files.		
4.0 Ease of Use			
4.1	The solution shall comply with current modern standards for web applications.		
4.2	The solution shall be intuitive and include built-in instruction through context sensitive help files.		
4.3	The solution shall prevent users from making errors including taking invalid and inappropriate actions.		
5.0 System Requirements			
5.1	The solution shall be web-based.		
5.2	The solution shall be available 24 X 7 with the exception of prescheduled maintenance.		
5.3	The solution shall be available minimally 99% of the time between the hours of 6am-9pm Arizona time zone.		
5.4	The data will be the property of Pima County.		
5.5	The data will be available 24 X 7 with the exception of prescheduled maintenance.		

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5.6	The information shall reside in a highly secure data center environment that provides redundant network carriers, N+1 Redundant power and power feeds, N+1 Powerware UPS systems for conditioned and consistent power, N+1 Generac diesel generator plant with a 88+ hour fuel capacity and regular system testing.		
5.7	Hardware failures shall be recoverable within a two hour window.		
5.8	The vendor shall provide a data center environment that is physically secure with employee and customer access/monitoring control practices in place and adhered to, and customers/visitors are escorted at all times within the data center environment.		
5.9	The vendor shall agree that security release upgrades and monitoring practices are in place and adhered to, and security practices require critical vendor security patches to be implemented within 24 hours of vendor's release of the security patch.		
5.10	The vendor shall agree that intrusion detection is conducted by the vendor's data center at least once per year with results published, and vendor actions taken with both being available for customer review.		
5.11	The data shall be backed up on a mutually agreed upon schedule.		
5.12	The data shall be capable of being restored from backups made via the agreed upon schedule.		
5.13	The vendor shall provide MS SQL database backup files periodically at the Constable's request.		
5.14	The vendor shall provide an ERD.		
5.15	The data will be available to users and entities approved and controlled by the Constable.		
5.16	The solution shall be accessible from areas outside the Constable's office through laptops, tablets, cell phones, or other mobile devices.		
5.17	The solution shall provide a web interface for customers to enter their own requests.		
5.18	Once the solution is initially configured to the Constable's satisfaction, it shall require only routine database backups and maintenance.		
5.19	Installable software patches for security, data integrity, or other supported functionality shall require Constable notification; installation shall require no user intervention.		
5.20	The solution must be capable of receiving a one-time data conversion from the existing FoxPro database.		
5.21	The solution shall support a minimum of 200 cases and have the ability to expand to support a minimum increase of 5% annually.		
5.22	System data shall be capable of being exported to common spreadsheet formats such as Microsoft Excel.		
5.23	The solution shall be capable of generating documents in Word with data from the system.		
5.24	The solution shall support a minimum of 20 users with the ability to add users as required.		
5.25	The solution shall provide customer configurable data archiving options.		
5.26	The solution shall have the ability to integrate with QuickBooks if there are insufficient accounting capabilities as described in Section 2, Accounts Receivable/Payable.		
5.27	The solution shall provide the ability to integrate with Phoenix Mapping Systems.		
5.28	The solution shall provide the ability to set up a bi-directional interface with the Justice Court.		

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6.0 Security and Auditing			
6.1	The solution shall provide the ability to require the use of strong passwords that meet ITD requirements for strong passwords.		
6.2	Passwords shall be encrypted.		
6.3	If temporary passwords are issued for new users, the solution shall force each user to change their password upon first log on.		
6.4	The solution shall provide the ability to lock out users after a user defined number of incorrect attempts at entering a password.		
6.5	The solution shall automatically log users off or lock the screen after a set period of idle time.		
6.6	The solution shall have single sign-on capability.		
6.7	The solution shall have the ability to restrict data and/or screens. Limited, designated users shall have the ability to control which users have access.		
6.8	Restricted data shall not appear on screens or in searches and reports to users who do not have access.		
6.9	Limited, designated users shall have the ability to easily view audit trails which will include who made the change, the date and time the change was made, and the before and after values.		
6.10	The solution shall provide the ability to create user defined alerts that aide in monitoring changes to certain data. Alerts shall be sent to a specified email or mobile device.		
6.11	The solution shall provide the ability to restrict the delete function to limited designated users.		
6.12	The solution shall have the ability to perform logical deletes.		
6.13	The solution shall have the ability to filter logical deletes from users' views, reports, and searches but shall remain accessible to limited, designated users.		
6.14	The solution shall provide the ability for limited, designated users to make changes to all configurable features of the system. Including but not limited to user accounts/access, drop down lists, templates, and letters.		
6.15	Limited, designated users shall have the ability to easily add, edit, and inactivate users.		
6.16	Limited, designated users shall be able to easily edit precinct/sub-precinct areas and area owners.		

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Data Field Requirements

For each of the data fields listed below,

- Respond in the space provided to indicate if your proposed solution meets each specific requirement;
- Respond "Y" if it meets the requirement in its entirety, Respond "N" if it does not meet the requirement, Respond "P" if it partially meets the requirement;
- For all responses of "P", explain in the Comments field how it meets the requirement and how it does not;
- Do not enter into the comment field any qualifying information except for those requirements where you responded with "P".

#	Field Name	Description	Field Type	Meets Y/N/P	Comments
1	Case Number	Court case number	Alpha num, free form		
2	Constable Name	Name of Constable assigned	LOV, auto-assign		
3	Precinct	Precinct where the service address is located	LOV, auto-assign		
4	Voter Precinct	Sub precinct where the service address is located	LOV, auto-assign		
5	Coordinates	Geographic coordinates of the service address	?		
6	Mileage	Number of miles from the starting point to the service address (starting point is Broadway and Stone, "zero point")	Num, auto-calculate		
7	Received Date	Date the case record is created in the system	Date dd/mm/yyyy, auto-populate		
8	Time	Time the case record is created in the system	Time hh:mm, auto-populate		
9	Return Date	Constable serves paper and this is the date papers gets returned to office. Close out date.	Date, dd/mm/yyyy		
10	Refund	Amount the customer is owed if payment is made up front	Num, auto-calculated		
11	Check #	Check number of refund check	Num, free form		
12	Court Date	Date of court appearance, entered into system from the court papers	Date dd/mm/yyyy		
13	Time	Time of court appearance	Num hh:mm		
14	Initials	Initials of Constable assigned to the case	Alpha, auto-populate (why do they need this field?)		
15	Plaintiff Name	Name of plaintiff (person/entity filing the papers)	Alpha, free form		
16	Plaintiff Address 1	Address of plaintiff	Alpha Num, free form		
17	Plaintiff Address 2	Address of plaintiff	Alpha Num, free form		

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18	City	City	Alpha, free form		
19	State	State	Alpha, free form		
20	Zip	Zip code	Num, free form		
21	Plaintiff Phone	Phone number of plaintiff	Num, free form		
22	Plaintiff Phone 2	Phone number of plaintiff	Num, free form		
23	Plaintiff Email	Email address of plaintiff	Alpha Num, free form		
24	Defendant Name	Name of defendant (person/entity being served papers)	Alpha, free form		
25	Defendant Address 1	Address of defendant (service address)	Alpha Num, free form		
26	Defendant Address 2	Address of defendant	Alpha Num, free form		
27	City	City	Alpha, free form		
28	State	State	Alpha, free form		
29	Zip	Zip code	Num, free form		
30	Defendant Phone	Phone number of defendant	Num, free form		
31	Defendant Phone 2	Phone number of defendant	Num, free form		
32	Attorney Name	Name of attorney assigned to case	Alpha, combo box		
33	Attorney Address	Address of attorney	Alpha Num, auto-populate		
34	City	City	Alpha, auto-populate		
35	State	State	Alpha, auto-populate		
36	Zip	Zip code	Num, auto-populate		
37	Attorney Phone	Attorney's phone number	Num, auto-populate		
38	Instrument Served	Type of document served	Alpha, LOV		
39	Certified Mail (y/n)	If certified mail is used then yes	Y/N		
40	Certified Mail #	For forceable detainers - eviction notices, they post notices and have to send a copy of Certified mail too. Prints in the office and prints to the green card.	Num, free form		
41	Waiver	Assignment of fee waiver	LOV		
42	Deposit	Amount of money customer paid upfront	Num, free form		
43	Cash (y/n)	If the deposit was paid with cash then yes	Y/N		
44	Check #	Check number if deposit paid with check	Num, free form		
45	Served	Were they able to serve the document	Y/N		
46	Served Date	Date the documents were served	Date dd/mm/yyyy		
47	Attempts	Number of attempts it took to serve the documents	Num, free form		
48	Attempted Date (multiple?)	Date the attempt was made - need to track multiple dates	dd/mm/yyyy		
49	Fees	Fee based on which document is being served (Instrument type fee)	Num Auto-populate		
50	Mileage Fees	Calculated as Mileage x current rate	Num, auto-calculate		
51	Additional Fees	Any additional fees incurred	Num, auto-calculate		

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52	Certified Mail Fees	Fees if certified mail is used	Num, auto-calculate		
53	Ethics Fees	For all writs they charge \$5 per paper	Num, auto-calculate		
54	Total Fees	Sum of all fees entered for the case	Num, auto-populate		
55	Notes	Case notes	Alpha num, free text		
55	Note Date	Date note was entered	Dd/mm/yyyy		
56	Status	Whether the case is active or closed	LOV - Active/Closed		

END OF EXHIBIT B: CONSTABLE PROCESS SERVER SYSTEM REQUIREMENTS

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EXHIBT C: BID PRICE SCHEDULE

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	<u>ESTIMATED ANNUAL USAGE QUANTITY</u>	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	One-time initial subscription	1	EA		
2	Annual subscription based on unlimited use for 5 current licenses	1	EA		
3	Annual Support	1	EA		
4	Customization Services	160	HR		
5	Training Services for the Constable's staff (to be conducted via remote audio/video conferencing services provided by the Supplier)	1	EA		
6	Data Conversion – Up to 300 transaction records from legacy FoxPro application	1	JB		
	FOB Destination/Unloaded; Cost of freight should be included in unit price. Although taxes will be paid <u>IF</u> applicable do <u>NOT</u> include sales tax in unit price.			TOTAL BID	

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EXHIBT D: DEVIATIONS

ALL deviation requests shall be listed herein. All 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. Acceptance or rejection of said deviation request shall be at the sole discretion of the County and in accordance with Pima County Procurement Code. ***Deviations shall be submitted in the format below. Rows may be added/deleted as needed.***

#	Refer to Solicitation	Page #, Section, Paragraph	Specification Requirement Language or Requested Language	Deviation	For Pima County Use Only Accepted/Rejected Best and Final Offer
1					
2					
3					
4					
5					
6					
7					

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EXHIBT E: CONTRACTOR'S SUBSCRIPTION/HOSTING AGREEMENT

CONTRACTOR(S) shall provide a copy of their Subscription Service Agreement. *Ensure that any terms that conflict with the County's solicitation terms and conditions are addressed on the Deviation form provided.*

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EXHIBT F: QUESTIONNAIRE

Please respond to the questions below

General

1. How many customers use your system?
2. What is the average size of your customers in terms of number of transactions annually?
3. Do you currently have any State or Local government customers? In Arizona?
4. Who are your competitors?
5. How do you differentiate yourselves from your competitors?

Hosting

1. What options do you provide in terms of a Vendor Hosted versus Locally Hosted Solution?
2. For each hosting option, what are the typical implementation steps?
3. If you host, will we have access to a test environment post go-live to use for issue/bug fixes, future customization testing, and training?
4. If you host, will you agree to provide a copy of our data on a frequency and in a format to be mutually agreed upon? Will you provide an ERD for the exchanged data?
5. If you host, where is your Data Center? What level of redundancy is built in and what is your average % of up-time (minus any scheduled maintenance activities)

Implementation

1. How complex is the implementation of your system? How much configuration?
2. Have you done a conversion from a FoxPro system before? If yes, can we have the name and contact information for that client?
3. How many data migrations do you include in implementation?
4. Do you have the capability to configure a non-production system prior to go-live, test it then promote that configured system to a production system?

Support

1. What is your process for managing issues/bugs?
2. Where is your customer support center located? What are the hours?
3. Do you typically establish Service Level Agreements (SLAs) with your customers? If so, can you describe your SLA model?

Customization/Configuration

1. What level of configuration is available during implementation, can we change field types, set auto-populating fields, etc.?
2. How do upgrades impact configurations?
3. What level of configuration can be done post go-live on the front end by a user? Drop down lists, field types, fee structures, modifications of forms and cover sheets, etc.?
4. How do upgrades impact customizations?

Reporting

1. How many canned reports come with WinservePlus?
2. What capabilities exist in your system for running ad-hoc queries and reports (end-user friendly)

Features

1. What GIS features are available in your solution (e.g. mapping of service addresses, assignment of a Deputy based on service address)?
2. Can you build an interface into the County GIS system (e.g. export of X/Y coordinates or service address)?
3. Does your solution provide a web-portal for ordering and tracking services by our constituents?
4. Does your solution have a web-enabled UI for County Constables available for Android/iPhones or tablets/iPads?
5. Does your system have "work flow" capability?

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6. Does your system track work assigned to each individual Constable

Financial

1. Can your system generate invoices and track account receivables?
2. Can your system calculate refunds and generate checks?
3. Is the check reconciliation system a separate system we need to purchase or is it a part of WinservePlus Security?

Security

1. Describe the security model used in your solution? Is it "Role" based?
2. Is access to individual screens controlled by role based security?
3. Is system functionality such as printing checks controlled by role based security?
4. Does security in your solution manage who can run queries, save queries and the data to which they have access? Is that role based?

Audit Capabilities

1. Does your system record audit records for new records, updated and deleted records including the date/time the change was made, who made the change and the before/after values?

Technology

1. On what technology is your solution based? Application? Webserver? Database? VM?
2. How often do you upgrade your solution?
3. What are some of the new features on the horizon for your product and in what timeframe?

Pricing Model

1. What is your pricing model for a hosted/locally hosted solution?
2. What is the price to purchase additional licenses?
3. What is your pricing model for developing Pima County specific customizations?

END OF EXHIBIT F: QUESTIONNAIRE