



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

Award  Contract  Grant

Requested Board Meeting Date: 12/12/17

\* = Mandatory, information must be provided

or Procurement Director Award

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

Multiple Contractors. See Attachment A.

**\*Project Title/Description:**

Verbatim Transcription and Translation Services

**\*Purpose:**

Award: Master Agreement No. MA-PO-18-166. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options. Administering Department: Sheriff's.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive Sealed Proposals, Solicitation No. 270154 was conducted. Nineteen (19) responses were received. Award is to the highest scoring proposals.

PRCUID: 270154

Attachments: Notice of Recommendation for Award and Master Agreement.

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

The goal of this Master Agreement is to have complete and accurate transcriptions and translations for case investigations and prosecution by the Pima County Sheriff's Department and Pima County Attorney's Office.

**\*Public Benefit:**

The public benefit of this Master Agreement is to provide documentation of investigation and interviews done with all parties involved in criminal incidents. In addition, to provide to defense counsel for disclosure.

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

Transcriptions and translations will be reviewed by individual detectives after completion of the various jobs. The Transcription Supervisor will review all work from new transcribers during the training phase. All transcription from all transcribers is randomly reviewed by the Transcription Supervisor once they are submitted directly to detectives for review. If needed, remedial training will be provided with individual transcribers if inferior transcription or translation is found. Outside industry standards are followed for accuracy, completeness, and timeliness of submission to maintain contract.

**\*Retroactive:**

No.

**Contract / Award Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 18-166

Effective Date: 01/01/18 Termination Date: 12/31/18 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ 500,000.00  Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: General Fund

Funding from General Fund?  Yes  No If Yes \$ 500,000.00 % 100.00%

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

\*Is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified?  Yes  No

If Yes, attach Risk's approval

Vendor is using a Social Security Number?  Yes  No

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment / Revised Award Information**

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

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

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

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

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required:

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)  Award  Amendment

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

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required:

\*Match funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Matt Sage, Commodity/Contracts Officer *Matt Sage* *Agave*

Department: Procurement *May 11/16/17* Telephone: 520-724-8586

Department Director Signature/Date: *[Signature]* 11/27/17

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

County Administrator Signature/Date: *[Signature]* 11/28/17  
(Required for Board Agenda/Addendum Items)



**NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: November 16, 2017

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. 270154 for Verbatim Transcription / Translation Services that the following listed respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after December 12, 2017.

Award is recommended to the Highest Scoring Proposals.

Allyn, Barbara  
Brigode, Robin  
Cornelius, Dana  
Ellerd, Rhonda  
Ellis, Desirae  
Gallego, Ana  
Graf, Judith

Hamberger, Charlene  
Herbin, Carol  
Holland, Roberta  
Huszarik, Karen  
Kennedy, Julie  
LeWallen, Therese

Lin, Kim  
Mendez, Norma  
Moon, Katherine  
Sanford, Rosemary  
Woodruff, Linda  
Zauner, Cheryl

Issued by: Matt Sage, Commodity / Contracts Officer

Telephone Number: 520-724-8586

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Copy to: Pima County SBE via e-mail at [SBE@pima.gov](mailto:SBE@pima.gov)

## Attachment A

### **Group A – Transcription Services**

#### Contractor Name (listed alphabetically)

1. Allyn, Barbara
2. Brigode, Robin
3. Cornelius, Dana
4. Ellerd, Rhonda
5. Ellis, Desirae
6. Gallego, Ana
7. Graf, Judith
8. Hamberger, Charlene
9. Herbin, Carol
10. Holland, Roberta
11. Huszarik, Karen
12. Kennedy, Julie
13. LeWallen, Therese
14. Lin, Kim
15. Mendez, Norma
16. Moon, Katherine
17. Sanford, Rosemary
18. Woodruff, Linda
19. Zauner, Cheryl

### **Group B – Translation/Transcription Services**

#### Contractor Name (listed alphabetically)

1. Gallego, Ana
2. Mendez, Norma
3. Lin, Kim
4. Ellis, Desirae



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

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

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 11 of 38

Description: Verbatim Transcription / Translation Services

<b>I S S U E R</b>	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p>Issued By: MATTHEW SAGE Phone: 5207248586 Email: matthew.sage@pima.gov</p>
--	--

<b>T E R M S</b>	<p>Initiation Date: 01-01-2018 Expiration Date: 12-31-2018</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>NTE Amount: Used Amount: \$0.00</p> </div>
----------------------------------	---

<b>V E N D O R</b>	<p><b>BARBARA ALLYN</b> DBA: ALLYN, BARBARA 8702 E PLACITA BOLIVAR TUCSON AZ 85715</p>	<p>Contact: BARBARA ALLYN Phone: 520-298-7405 Email: azasana@yahoo.com Terms: 0.00 % Days: 30</p>
--	--	---

<p><b>Shipping Method:</b> Vendor Method</p> <p><b>Delivery Type:</b></p> <p><b>FOB:</b> FOB Dest, Freight Prepaid</p> <p><b>Modification Reason</b> This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options. Attachment: Proposal Agreement</p>
--

**This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.**



**PIMA COUNTY**

**MASTER AGREEMENT DETAILS**

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 12 of 38

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Transcription Services Discount 0.0000 %	WORD	\$0.0135			

16. **BID/OFFER CERTIFICATION:**

CONTRACTOR LEGAL NAME: Barbara Allyn

BUSINESS ALSO KNOWN AS: n/a

MAILING ADDRESS: 8702 E. Placita Bolivar

CITY/STATE/ZIP: Tucson, AZ 85715

REMIT TO ADDRESS: see above

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

CONTACT PERSON NAME/TITLE: Barbara Allyn

PHONE: (520) 298-7405 FAX: (520) 298-7405

CONTACT PERSON EMAIL ADDRESS: azasana@yahoo.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: see above

CORPORATE HEADQUARTERS ADDRESS: n/a

WEBSITE: n/a

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

SIGNATURE:  DATE: 9/29/2017

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: (520) 298-7405 / azasana@yahoo.com

County Attorney Contract Approval "As to Form":

Approved "As to Form"

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date



**PIMA COUNTY**

# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

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

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 33 of 38

Description: Verbatim Transcription / Translation Services

<b>I S S U E R</b>	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	<b>Issued By:</b> MATTHEW SAGE
	<b>Phone:</b> 5207248586
	<b>Email:</b> matthew.sage@pima.gov

<b>T E R M S</b>	<b>Initiation Date:</b> 01-01-2018	
	<b>Expiration Date:</b> 12-31-2018	
	<b>NTE Amount:</b> <b>Used Amount: \$0.00</b>	

<b>V E N D O R</b>	<b>Robin Mary Brigode</b>	<b>Contact:</b> Robin M Brigode
	10834 N Sand Canyon Pl	<b>Phone:</b> 520-419-6541
	Oro Valley AZ 85737	<b>Email:</b> r.m.brigode@gmail.com
		<b>Terms:</b> 0.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options. Attachment: Proposal Agreement	

**This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.**





**PIMA COUNTY**

# MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 34 of 38

Line Description

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Transcription Services Discount 0.0000 %	WORD	\$0.0135			

16. **BID/OFFER CERTIFICATION:**

CONTRACTOR LEGAL NAME: ROBIN M. BRIGODE

BUSINESS ALSO KNOWN AS: —

MAILING ADDRESS: 10834 N SAND CANYON PLACE

CITY/STATE/ZIP: ORO VALLEY AZ 85737

REMIT TO ADDRESS: 10834 N SAND CANYON PLACE

CITY/STATE/ZIP: ORO VALLEY AZ 85737

CONTACT PERSON NAME/TITLE: ROBIN M. BRIGODE

PHONE: 520-419-10541 FAX: —

CONTACT PERSON EMAIL ADDRESS: R.M. BRIGODE@GMAIL.COM

EMAIL ADDRESS FOR ORDERS & CONTRACTS: R.M. BRIGODE@GMAIL.COM

CORPORATE HEADQUARTERS ADDRESS: —

WEBSITE: —

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

SIGNATURE: Robin M Brigode DATE: 9/23/2017

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: —

County Attorney Contract Approval "As to Form":

Approved "As to Form"

Deputy County Attorney

Date



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

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

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 5 of 38

Description: Verbatim Transcription / Translation Services

I S S U E R	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p><b>Issued By:</b> MATTHEW SAGE <b>Phone:</b> 5207248586 <b>Email:</b> matthew.sage@pima.gov</p>
----------------------------	---

T E R M S	<p><b>Initiation Date:</b> 01-01-2018 <b>Expiration Date:</b> 12-31-2018</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>NTE Amount:</b> <b>Used Amount:</b> \$0.00</p> </div>
-----------------------	---

V E N D O R	<p><b>DANA R CORNELIUS</b> <b>DBA: CORNELIUS, DANA R</b> <b>16689 S PALO VERDE VIEW PL</b> <b>VAIL AZ 85641</b></p>	<p><b>Contact:</b> DANA R CORNELIUS <b>Phone:</b> 520-498-2406 <b>Email:</b> cornelursdana@hotmail.com <b>Terms:</b> 0.00 % <b>Days:</b> 30</p>
----------------------------	---	---

<p><b>Shipping Method:</b> Vendor Method</p> <p><b>Delivery Type:</b></p> <p><b>FOB:</b> FOB Dest, Freight Prepaid</p> <p><b>Modification Reason</b> This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options. Attachment: Proposal Agreement</p>
--

**This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.**



**PIMA COUNTY**

# MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 6 of 38

Line Description

---

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Transcription Services Discount 0.0000 %	WORD	\$0.0135			

16. **BID/OFFER CERTIFICATION:**

CONTRACTOR LEGAL NAME: Dana Cornelius

BUSINESS ALSO KNOWN AS: n/a

MAILING ADDRESS: 16689 S. Palo Verde View Pl.

CITY/STATE/ZIP: Vail, AZ 85641

REMIT TO ADDRESS: Same

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

CONTACT PERSON NAME/TITLE: Dana Cornelius - Verbatim Transcription/Translation Services

PHONE: (520) 498-2406 FAX: \_\_\_\_\_

CONTACT PERSON EMAIL ADDRESS: danacornelius@yahoo.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: Same

CORPORATE HEADQUARTERS ADDRESS: n/a

WEBSITE: n/a

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

SIGNATURE: *Dana R Cornelius* DATE: 9/25/17

Dana Cornelius - Verbatim Transcription/Translation Services  
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: (520) 498-2406 danacornelius@yahoo.com

County Attorney Contract Approval "As to Form":

Approved "As to Form"

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

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

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 21 of 38

Description: Verbatim Transcription / Translation Services

I S S U E R	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p><b>Issued By:</b> MATTHEW SAGE <b>Phone:</b> 5207248586 <b>Email:</b> matthew.sage@pima.gov</p>
----------------------------	---

T E R M S	<p><b>Initiation Date:</b> 01-01-2018 <b>Expiration Date:</b> 12-31-2018</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>NTE Amount:</b> <b>Used Amount:</b> \$0.00</p> </div>
-----------------------	---

V E N D O R	<p><b>Rhonda R Ellerd</b> 1229 W FIRESTONE PL ORO VALLEY AZ 85737</p>	<p><b>Contact:</b> Rhonda R Ellerd <b>Phone:</b> 520-275-3132 <b>Email:</b> <b>Terms:</b> 0.00 % <b>Days:</b> 30</p>
----------------------------	---	--

<p><b>Shipping Method:</b> Vendor Method</p> <p><b>Delivery Type:</b></p> <p><b>FOB:</b> FOB Dest, Freight Prepaid</p> <p><b>Modification Reason</b> This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options. Attachment: Proposal Agreement</p>
--

**This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.**



**PIMA COUNTY**

# MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 22 of 38

Line Description

---

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Transcription Services Discount 0.0000 %	WORD	\$0.0135			

16. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Rhonda R. Ellerd

BUSINESS ALSO KNOWN AS: Verbatim Transcription

MAILING ADDRESS: 1229 W. Firestone Place

CITY/STATE/ZIP: Oro Valley, Arizona 85737

REMIT TO ADDRESS: 1229 W. Firestone Place

CITY/STATE/ZIP: Oro Valley, Arizona 85737

CONTACT PERSON NAME/TITLE: Rhonda Ellerd

PHONE: 520-275-3132 FAX: \_\_\_\_\_

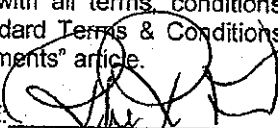
CONTACT PERSON EMAIL ADDRESS: azladybug@comcast.net

EMAIL ADDRESS FOR ORDERS & CONTRACTS: azladybug@comcast.net

CORPORATE HEADQUARTERS ADDRESS: N/A

WEBSITE: N/A

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

SIGNATURE:  DATE: 9-17-17

Rhonda R. Ellerd

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: (520)275-3132 / azladybug@comcast.net

County Attorney Contract Approval "As to Form":

Approved "As to Form"

\_\_\_\_\_  
Deputy County Attorney Date





**PIMA COUNTY**

# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

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

Master Agreement No: 18000000000000000166

MA Version: 1

Page: 37 of 38

Description: Verbatim Transcription / Translation Services

<b>I S S U E R</b>	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	<b>Issued By:</b> MATTHEW SAGE
	<b>Phone:</b> 5207248586
	<b>Email:</b> matthew.sage@pima.gov

<b>T E R M S</b>	<b>Initiation Date:</b> 01-01-2018	
	<b>Expiration Date:</b> 12-31-2018	
	<b>NTE Amount:</b> <b>Used Amount: \$0.00</b>	

<b>V E N D O R</b>	<b>Desirae Janine Ellis</b>	<b>Contact:</b> Desirae Ellis
	<b>3515 Highway 78</b>	<b>Phone:</b> 760-224-9348
	<b>Julian CA 92036</b>	<b>Email:</b> desirae1983@hotmail.com
		<b>Terms:</b> 0.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options. Attachment: Proposal Agreement	

**This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.**



# PIMA COUNTY

## MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 38 of 38

Line	Description					
1	Transcription Services Discount 0.0000 %	UOM WORD	Unit Price \$0.0135	Stock Code	VPN	MPN
2	Translation Services Discount 0.0000 %	UOM WORD	Unit Price \$0.035	Stock Code	VPN	MPN

**16. BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME: Desirae Ellis

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

MAILING ADDRESS: 3515 Highway 78CITY/STATE/ZIP: Julian, CA 92036REMIT TO ADDRESS: Same

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

CONTACT PERSON NAME/TITLE: Desirae EllisPHONE: (760) 224-9348FAX: N/ACONTACT PERSON EMAIL ADDRESS: desirae1983@hotmail.comEMAIL ADDRESS FOR ORDERS & CONTRACTS: sameCORPORATE HEADQUARTERS ADDRESS: N/AWEBSITE: N/A

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

SIGNATURE: Desirae EllisDATE: 9/27/17Desirae Ellis, sole proprietor

PRINTED NAME &amp; TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: (760) 224-9348 desirae1983@hotmail.com

County Attorney Contract Approval "As to Form":

Approved "As to Form"

\_\_\_\_\_  
Deputy County Attorney\_\_\_\_\_  
Date



**PIMA COUNTY**

# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

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

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 19 of 38

Description: Verbatim Transcription / Translation Services

<b>I S S U E R</b>	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	<b>Issued By:</b> MATTHEW SAGE
	<b>Phone:</b> 5207248586
	<b>Email:</b> matthew.sage@pima.gov

<b>T E R M S</b>	<b>Initiation Date:</b> 01-01-2018
	<b>Expiration Date:</b> 12-31-2018
	<b>NTE Amount:</b> <b>Used Amount: \$0.00</b>

<b>V E N D O R</b>	<b>ANNA A GALLEGO</b>	<b>Contact:</b> ANNA A GALLEGO
	<b>DBA: GALLEGO, ANNA A</b>	<b>Phone:</b> 520-271-4819
	<b>77 E Camino Limon Verde</b>	<b>Email:</b> annagal@msn.com
	<b>Sahuarita AZ 85629</b>	<b>Terms:</b> 0.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options. Attachment: Proposal Agreement	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



# PIMA COUNTY

## MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 20 of 38

Line	Description					
1	Transcription Services Discount 0.0000 %	UOM WORD	Unit Price \$0.0135	Stock Code	VPN	MPN
2	Translation Services Discount 0.0000 %	UOM WORD	Unit Price \$0.035	Stock Code	VPN	MPN

16. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Anna Gallego

BUSINESS ALSO KNOWN AS: n/a

MAILING ADDRESS: 77 East Camino Limon Verde

CITY/STATE/ZIP: Sahuarita, Arizona 85629

REMIT TO ADDRESS: n/a

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

CONTACT PERSON NAME/TITLE: n/a

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

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

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

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

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

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

SIGNATURE: *Anna Gallego* DATE: 10/2/17

**Anna Gallego, Independent Contractor/Verbatim Transcriptionist**

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 520-271-4819 annagallego@cox.net

County Attorney Contract Approval "As to Form":

Approved "As to Form"

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

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

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 31 of 38

Description: Verbatim Transcription / Translation Services

<b>I S S U E R</b>	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p><b>Issued By:</b> MATTHEW SAGE <b>Phone:</b> 5207248586 <b>Email:</b> matthew.sage@pima.gov</p>
--	---

<b>T E R M S</b>	<p><b>Initiation Date:</b> 01-01-2018 <b>Expiration Date:</b> 12-31-2018</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>NTE Amount:</b> <b>Used Amount:</b> \$0.00</p> </div>
----------------------------------	---

<b>V E N D O R</b>	<p><b>JUDITH ALICE GRAF</b> <b>Po Box 432</b> <b>New Richmond WI 54017</b></p>	<p><b>Contact:</b> JUDITH GRAF <b>Phone:</b> 651-458-0193 <b>Email:</b> JGRAF@MNISP.COM <b>Terms:</b> 0.00 % <b>Days:</b> 30</p>
--	--	--

<p><b>Shipping Method:</b> Vendor Method</p> <p><b>Delivery Type:</b></p> <p><b>FOB:</b> FOB Dest, Freight Prepaid</p> <p><b>Modification Reason</b> This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options. Attachment: Proposal Agreement</p>
--

**This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.**



**PIMA COUNTY**

# MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 32 of 38

Line Description

---

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Transcription Services Discount 0.0000 %	WORD	\$0.0135			



16. **BID/OFFER CERTIFICATION:**

CONTRACTOR LEGAL NAME: Judith A. Graf

BUSINESS ALSO KNOWN AS: N/A

MAILING ADDRESS: P.O. Box 432

CITY/STATE/ZIP: New Richmond, Wisconsin, 54017-0432

REMIT TO ADDRESS: P.O. Box 432

CITY/STATE/ZIP: New Richmond, Wisconsin, 54017-0432

CONTACT PERSON NAME/TITLE: Judith A. Graf, Independent Contractor

PHONE: (651) 458-0193 FAX: \_\_\_\_\_

CONTACT PERSON EMAIL ADDRESS: jgraf@mnisp.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: jgraf@mnisp.com

CORPORATE HEADQUARTERS ADDRESS: N/A

WEBSITE: N/A

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

SIGNATURE: Judith A. Graf

DATE: 9-25-2017

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: \_\_\_\_\_

County Attorney Contract Approval "As to Form":

Approved "As to Form"

Deputy County Attorney

Date



**PIMA COUNTY**

# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

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

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 3 of 38

Description: Verbatim Transcription / Translation Services

<b>I S S U E R</b>	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	Issued By: MATTHEW SAGE
	Phone: 5207248586
	Email: matthew.sage@pima.gov

<b>T E R M S</b>	Initiation Date: 01-01-2018	
	Expiration Date: 12-31-2018	
	NTE Amount: Used Amount: \$0.00	

<b>V E N D O R</b>	<b>CHARLENE HAMBERGER</b>	Contact: CHARLENE HAMBERGER
	4626 EAST 14TH STREET IN THE CARE OF RICHARD AND TRUDY EARLS	Phone: 916-412-8971
	TUCSON AZ 85711	Email: charlenemh@gmail.com
		Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options.	
Attachment: Proposal Agreement	

**This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.**



# PIMA COUNTY

## MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 4 of 38

Line Description

---

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Transcription Services Discount 0.0000 %	WORD	\$0.0135			

16. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Charlene M. Hamberger

BUSINESS ALSO KNOWN AS: N/A

MAILING ADDRESS: 9797 East Highway 181

CITY/STATE/ZIP: Pearce, Arizona 85625

REMIT TO ADDRESS: 9797 East Highway 181

CITY/STATE/ZIP: Pearce, Arizona 85625

CONTACT PERSON NAME/TITLE: Charlene M. Hamberger

PHONE: (916) 412-8971 FAX: N/A

CONTACT PERSON EMAIL ADDRESS: CharleneMH@gmail.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: CharleneMH@gmail.com

CORPORATE HEADQUARTERS ADDRESS: 9797 East Highway 181, Pearce, Arizona 85625

WEBSITE: N/A

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

SIGNATURE: *Charlene M. Hamberger* DATE: 09/30/2017

Charlene M. Hamberger; Independent Contractor / Sole Proprietor

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: (916) 412-8971 and CharleneMH@gmail.com

County Attorney Contract Approval "As to Form":

Approved "As to Form"

\_\_\_\_\_  
Deputy County Attorney Date



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

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

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 1 of 38

Description: Verbatim Transcription / Translation Services

<b>I S S U E R</b>	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p><b>Issued By:</b> MATTHEW SAGE <b>Phone:</b> 5207248586 <b>Email:</b> matthew.sage@pima.gov</p>
--	---

<b>T E R M S</b>	<p><b>Initiation Date:</b> 01-01-2018 <b>Expiration Date:</b> 12-31-2018</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>NTE Amount:</b> <b>Used Amount:</b> \$0.00</p> </div>
----------------------------------	---

<b>V E N D O R</b>	<p><b>CAROL D HERBIN</b> <b>DBA: HERBIN, CAROL D</b> <b>3631 SOUTH SARNOFF DRIVE</b> <b>TUCSON AZ 85730</b></p>	<p><b>Contact:</b> CAROL D HERBIN <b>Phone:</b> 520-207-0757 <b>Email:</b> cherbin1@cox.net <b>Terms:</b> 0.00 % <b>Days:</b> 30</p>
--	---	--

<p><b>Shipping Method:</b> Vendor Method</p> <p><b>Delivery Type:</b></p> <p><b>FOB:</b> FOB Dest, Freight Prepaid</p> <p><b>Modification Reason</b> This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options. Attachment: Proposal Agreement</p>
--

**This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.**



**PIMA COUNTY**

**MASTER AGREEMENT DETAILS**

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 2 of 38

Line Description

---

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Transcription Services Discount 0.0000 %	WORD	\$0.0135			

16. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Carol D. Herbin

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

MAILING ADDRESS: 3631 South Sarnoff Drive

CITY/STATE/ZIP: Tucson, Arizona 85730

REMIT TO ADDRESS: Same

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

CONTACT PERSON NAME/TITLE: Carol D. Herbin

PHONE: 520 207 0757

FAX: \_\_\_\_\_

CONTACT PERSON EMAIL ADDRESS: cherbin@gmail.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: cherbin@gmail.com

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

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

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

SIGNATURE: Carol D. Herbin

DATE: 2 October 2017

Carol D. Herbin

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 520 207 0757 cherbin@gmail.com

County Attorney Contract Approval "As to Form":

Approved "As to Form"

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date



**PIMA COUNTY**

# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

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

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 9 of 38

Description: Verbatim Transcription / Translation Services

<b>I S S U E R</b>	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	<b>Issued By:</b> MATTHEW SAGE
	<b>Phone:</b> 5207248586
	<b>Email:</b> matthew.sage@pima.gov

<b>T E R M S</b>	<b>Initiation Date:</b> 01-01-2018
	<b>Expiration Date:</b> 12-31-2018
	<b>NTE Amount:</b>
	<b>Used Amount:</b> \$0.00

<b>V E N D O R</b>	<b>ROBERTA LYNN HOLLAND</b>	<b>Contact:</b> ROBERTA LYNN HOLLAND
	<b>DBA: BOBBIE HOLLAND</b>	<b>Phone:</b> 520-749-9287
	<b>12561 E SONORAN RIDGE DR</b>	<b>Email:</b>
	<b>TUCSON AZ 85749</b>	<b>Terms:</b> 0.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options. Attachment: Proposal Agreement	

**This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.**





# PIMA COUNTY

## MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 10 of 38

Line Description

---

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Transcription Services Discount 0.0000 %	WORD	\$0.0135			

16. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Roberta L. Holland

BUSINESS ALSO KNOWN AS: N/A

MAILING ADDRESS: 12561 E. Sonoran Ridge Drive

CITY/STATE/ZIP: Tucson, AZ 85749

REMIT TO ADDRESS: 12561 E. Sonoran Ridge Drive

CITY/STATE/ZIP: Tucson, AZ 85749

CONTACT PERSON NAME/TITLE: Roberta L. Holland

PHONE: 520-490-6220 FAX: N/A

CONTACT PERSON EMAIL ADDRESS: bobbiehollandaz@gmail.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: bobbiehollandaz@gmail.com

CORPORATE HEADQUARTERS ADDRESS: N/A

WEBSITE: N/A

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

SIGNATURE: Roberta L. Holland DATE: 10/02/17

**Roberta L. Holland, Verbatim Transcriptionist**

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 520-490-6220; bobbiehollandaz@gmail.com

County Attorney Contract Approval "As to Form":

Approved "As to Form"

\_\_\_\_\_  
Deputy County Attorney Date



**PIMA COUNTY**

# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 35 of 38

Description: Verbatim Transcription / Translation Services

<b>I S S U E R</b>	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	<b>Issued By:</b> MATTHEW SAGE
	<b>Phone:</b> 5207248586
	<b>Email:</b> matthew.sage@pima.gov

<b>T E R M S</b>	<b>Initiation Date:</b> 01-01-2018	
	<b>Expiration Date:</b> 12-31-2018	
	<b>NTE Amount:</b> <b>Used Amount: \$0.00</b>	

<b>V E N D O R</b>	<b>Transcription Services, LLC.</b>	<b>Contact:</b> Karen Huszarik
	12038 W Melinda Ln	<b>Phone:</b> 616-822-5192
	Sun City AZ 85373	<b>Email:</b>
		<b>Terms:</b> 0.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options. Attachment: Proposal Agreement	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



**PIMA COUNTY**

# MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 36 of 38

Line Description

---

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Transcription Services Discount 0.0000 %	WORD	\$0.0135			

16. **BID/OFFER CERTIFICATION:**

CONTRACTOR LEGAL NAME: Karen Ann Huszarik

BUSINESS ALSO KNOWN AS: Transcription Services LLC

MAILING ADDRESS: 12038 W Melinda Ln

CITY/STATE/ZIP: Sun City, AZ 85373

REMIT TO ADDRESS: 12038 W Melinda Ln

CITY/STATE/ZIP: Sun City, AZ 85373

CONTACT PERSON NAME/TITLE: Karen Huszarik owner/manager

PHONE: 616-822-5192 FAX: N/A

CONTACT PERSON EMAIL ADDRESS: Karen Huszarik khuszarik@yahoo.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: khuszarik@yahoo.com

CORPORATE HEADQUARTERS ADDRESS: N/A

WEBSITE: N/A

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

SIGNATURE: [Signature] DATE: 9/20/17

Karen Huszarik owner/manager  
 PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 616-822-5192 khuszarik@yahoo.com

County Attorney Contract Approval "As to Form":

Approved "As to Form"

\_\_\_\_\_  
 Deputy County Attorney Date



**PIMA COUNTY**

# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

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

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 7 of 38

Description: Verbatim Transcription / Translation Services

<b>I S S U E R</b>	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	<b>Issued By:</b> MATTHEW SAGE
	<b>Phone:</b> 5207248586
	<b>Email:</b> matthew.sage@pima.gov

<b>T E R M S</b>	<b>Initiation Date:</b> 01-01-2018	
	<b>Expiration Date:</b> 12-31-2018	
	<b>NTE Amount:</b> <b>Used Amount: \$0.00</b>	

<b>V E N D O R</b>	<b>JULIE A KENNEDY</b>	<b>Contact:</b> No Contact
	<b>DBA: KENNEDY, JULIE A</b>	<b>Phone:</b> 520-762-5315
	<b>PO BOX 114</b>	<b>Email:</b>
	<b>VAIL AZ 85641</b>	<b>Terms:</b> 0.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options. Attachment: Proposal Agreement	

**This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.**



# PIMA COUNTY

## MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 8 of 38

Line Description

---

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Transcription Services Discount 0.0000 %	WORD	\$0.0135			

16. **BID/OFFER CERTIFICATION:**

**CONTRACTOR LEGAL NAME:** Julie A. Kennedy

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

**MAILING ADDRESS:** P.O. Box 114

**CITY/STATE/ZIP:** Vail AZ 85641

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

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

**CONTACT PERSON NAME/TITLE:** Julie A. Kennedy, Verbatim Transcriptionist

**PHONE:** (520) 762-5315 **FAX:** \_\_\_\_\_

**CONTACT PERSON EMAIL ADDRESS:** pjkenn91@gmail.com

**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** pjkenn91@gmail.com

**CORPORATE HEADQUARTERS ADDRESS:** N/A

**WEBSITE:** N/A

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

**SIGNATURE:**  **DATE:** 9/29/17

Julie A. Kennedy, Verbatim Transcriptionist  
**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**

**PHONE AND E-MAIL:** (520) 762-5315 -- pjkenn91@gmail.com

**County Attorney Contract Approval "As to Form":**

**Approved "As to Form"**

\_\_\_\_\_  
**Deputy County Attorney** **Date**





# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

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

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 27 of 38

Description: Verbatim Transcription / Translation Services

<b>I S S U E R</b>	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p><b>Issued By:</b> MATTHEW SAGE <b>Phone:</b> 5207248586 <b>Email:</b> matthew.sage@pima.gov</p>
--	---

<b>T E R M S</b>	<p><b>Initiation Date:</b> 01-01-2018 <b>Expiration Date:</b> 12-31-2018</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>NTE Amount:</b> <b>Used Amount:</b> \$0.00</p> </div>
----------------------------------	---

<b>V E N D O R</b>	<p><b>Therese Marie Lewallen</b> 7781 E Entrada De Ventana Tucson AZ 85750</p>	<p><b>Contact:</b> Therese Lewallen <b>Phone:</b> 520-449-1077 <b>Email:</b> therese.lewallen@gmail.com <b>Terms:</b> 0.00 % <b>Days:</b> 30</p>
--	--	--

<p><b>Shipping Method:</b> Vendor Method</p> <p><b>Delivery Type:</b></p> <p><b>FOB:</b> FOB Dest, Freight Prepaid</p> <p><b>Modification Reason</b> This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options. Attachment: Proposal Agreement</p>
--

**This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.**



# PIMA COUNTY

## MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 28 of 38

Line Description

---

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Transcription Services Discount 0.0000 %	WORD	\$0.0135			

16. **BID/OFFER CERTIFICATION:**

CONTRACTOR LEGAL NAME: Therese Marie Lewallen

BUSINESS ALSO KNOWN AS: Therese Marie Lewallen

MAILING ADDRESS: 7781 E. Entrada De Ventana

CITY/STATE/ZIP: Tucson, Arizona 85750

REMIT TO ADDRESS: 7781 E. Entrada De Ventana

CITY/STATE/ZIP: Tucson, Arizona 85750

CONTACT PERSON NAME/TITLE: Therese Marie Lewallen, Independent Contractor

PHONE: (520) 449-1077 FAX: N/A

CONTACT PERSON EMAIL ADDRESS: therese.lewallen@gmail.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: therese.lewallen@gmail.com

CORPORATE HEADQUARTERS ADDRESS: N/A

WEBSITE: N/A

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

SIGNATURE: *Therese Marie Lewallen* DATE: 10/2/17

Therese Marie Lewallen, Independent Contractor

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: (520) 449-1077, therese.lewallen@gmail.com

County Attorney Contract Approval "As to Form":

Approved "As to Form"

Deputy County Attorney

Date



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 29 of 38

Description: Verbatim Transcription / Translation Services

I S S U E R	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	<b>Issued By:</b> MATTHEW SAGE
	<b>Phone:</b> 5207248586
	<b>Email:</b> matthew.sage@pima.gov

T E R M S	<b>Initiation Date:</b> 01-01-2018
	<b>Expiration Date:</b> 12-31-2018
	<b>NTE Amount:</b> <b>Used Amount: \$0.00</b>

V E N D O R	<b>Kim-Loan T. Lin</b>	<b>Contact:</b> Kim-Loan Lin
	<b>4013 N. Ocotillo Canyon</b>	<b>Phone:</b> 520-977-0429
	<b>Tucson AZ 85750</b>	<b>Email:</b> Kim@UrbanLin.com
		<b>Terms:</b> 0.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options. Attachment: Proposal Agreement	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



**PIMA COUNTY**

# MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 30 of 38

Line Description

---

1	Transcription Services Discount 0.0000 %	UOM WORD	Unit Price \$0.0135	Stock Code	VPN	MPN
2	Translation Services Discount 0.0000 %	UOM WORD	Unit Price \$0.035	Stock Code	VPN	MPN

16. **BID/OFFER CERTIFICATION:**

CONTRACTOR LEGAL NAME: Kim-Loan T. Lin

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

MAILING ADDRESS: 4013 North Ocotillo Canyon Drive

CITY/STATE/ZIP: Tucson, AZ 85750

REMIT TO ADDRESS: Same as above

CITY/STATE/ZIP: Same as above

CONTACT PERSON NAME/TITLE: Kim Lin / Transcriptionist

PHONE: (520) 977-0429 FAX: \_\_\_\_\_

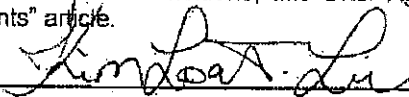
CONTACT PERSON EMAIL ADDRESS: Kim@UrbanLin.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: Kim@UrbanLin.com

CORPORATE HEADQUARTERS ADDRESS: Same as above

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

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

SIGNATURE:  DATE: 10/02/2017  
Kim-Loan T. Lin, Transcriptionist

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: (520) 977-0429 Kim@UrbanLin.com

County Attorney Contract Approval "As to Form":

Approved "As to Form"

\_\_\_\_\_  
Deputy County Attorney Date



**PIMA COUNTY**

# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

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

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 13 of 38

Description: Verbatim Transcription / Translation Services

<b>I S S U E R</b>	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	<b>Issued By:</b> MATTHEW SAGE
	<b>Phone:</b> 5207248586
	<b>Email:</b> matthew.sage@pima.gov

<b>T E R M S</b>	<b>Initiation Date:</b> 01-01-2018	
	<b>Expiration Date:</b> 12-31-2018	
	<b>NTE Amount:</b> <b>Used Amount: \$0.00</b>	

<b>V E N D O R</b>	<b>NORMA A MENDEZ</b>	<b>Contact:</b> Norma A Mendez
	<b>3203 S CAPRI CIRCLE</b>	<b>Phone:</b> 520-444-3288
	<b>TUCSON AZ 85713</b>	<b>Email:</b> namendez74@icloud.com
		<b>Terms:</b> 0.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options. Attachment: Proposal Agreement	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



**PIMA COUNTY**

**MASTER AGREEMENT DETAILS**

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 14 of 38

Line	Description					
1	Transcription Services					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WORD	\$0.0135			
2	Translation Services					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WORD	\$0.035			



16. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Norma A. Mendez

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

MAILING ADDRESS: 3203 S. Capri Circle

CITY/STATE/ZIP: Tucson, Arizona 85713

REMIT TO ADDRESS: Not applicable

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

CONTACT PERSON NAME/TITLE: Not applicable

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

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

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

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

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

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

SIGNATURE:  DATE: 9/12/2017  
Norma A. Mendez

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: (520) 444-3288 / namendez74@icloud.com

County Attorney Contract Approval "As to Form":

Approved "As to Form"

\_\_\_\_\_  
Deputy County Attorney Date



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

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

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 23 of 38

Description: Verbatim Transcription / Translation Services

<b>I S S U E R</b>	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p><b>Issued By:</b> MATTHEW SAGE <b>Phone:</b> 5207248586 <b>Email:</b> matthew.sage@pima.gov</p>
--	---

<b>T E R M S</b>	<p><b>Initiation Date:</b> 01-01-2018 <b>Expiration Date:</b> 12-31-2018</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>NTE Amount:</b> <b>Used Amount:</b> \$0.00</p> </div>
----------------------------------	---

<b>V E N D O R</b>	<p><b>KATHERINE C MOON</b> <b>5207 N SPRING VIEW DR</b> <b>TUCSON AZ 85749</b></p>	<p><b>Contact:</b> KATHERINE FOLEY <b>Phone:</b> 520-861-7688 <b>Email:</b> kfoley719@yahoo.com <b>Terms:</b> 0.00 % <b>Days:</b> 30</p>
--	--	--

<p><b>Shipping Method:</b> Vendor Method</p> <p><b>Delivery Type:</b></p> <p><b>FOB:</b> FOB Dest, Freight Prepaid</p> <p><b>Modification Reason</b> This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options. Attachment: Proposal Agreement</p>
--

**This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.**



**PIMA COUNTY**

# MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 24 of 38

Line Description

---

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Transcription Services Discount 0.0000 %	WORD	\$0.0135			

16. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: Katherine C. Moon

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

MAILING ADDRESS: 5207 North Spring View Drive

CITY/STATE/ZIP: Tucson/AZ/85749

REMIT TO ADDRESS: N/A

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

CONTACT PERSON NAME/TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

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

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

CORPORATE HEADQUARTERS ADDRESS: N/A

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

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

SIGNATURE: Katherine C. Moon  
Katherine C. Moon

DATE: 10/2/2017

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 520-861-7688 kfoley719@yahoo.com

County Attorney Contract Approval "As to Form":

Approved "As to Form"

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date



**PIMA COUNTY**

# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

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

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 17 of 38

Description: Verbatim Transcription / Translation Services

<b>I S S U E R</b>	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	<b>Issued By:</b> MATTHEW SAGE
	<b>Phone:</b> 5207248586
	<b>Email:</b> matthew.sage@pima.gov

<b>T E R M S</b>	<b>Initiation Date:</b> 01-01-2018
	<b>Expiration Date:</b> 12-31-2018
	<b>NTE Amount:</b> <b>Used Amount:</b> \$0.00

<b>V E N D O R</b>	<b>ROSEMARY SANFORD</b>	<b>Contact:</b> ROSEMARY SANFORD
	PO BOX 601	<b>Phone:</b> 520-625-8133
	<b>SAHUARITA AZ 85629</b>	<b>Email:</b> r.aydelotte@att.net
		<b>Terms:</b> 0.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options.	
Attachment: Proposal Agreement	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



# PIMA COUNTY

## MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 18 of 38

Line Description

---

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Transcription Services Discount 0.0000 %	WORD	\$0.0135			

16. **BID/OFFER CERTIFICATION:**

**CONTRACTOR LEGAL NAME:** Rosemary Sanford

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

**MAILING ADDRESS:** P. O. Box 601

**CITY/STATE/ZIP:** Sahuarita, AZ 85629

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

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

**CONTACT PERSON NAME/TITLE:** Rosemary Sanford, Verbatim Transcriptionist

**PHONE:** 520-625-8133 **FAX:** \_\_\_\_\_

**CONTACT PERSON EMAIL ADDRESS:** r.aydelotte@att.net

**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** r.aydelotte@att.net

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

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

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

**SIGNATURE** Rosemary Sanford **DATE:** 9-25-17

Rosemary Sanford, Verbatim Transcriber

**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**

**PHONE AND E-MAIL:** 520-625-8133, r.aydelotte@att.net

**County Attorney Contract Approval "As to Form":**

**Approved "As to Form"**

\_\_\_\_\_  
**Deputy County Attorney**

\_\_\_\_\_  
**Date**



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 25 of 38

Description: Verbatim Transcription / Translation Services

I S S U E R	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p><b>Issued By:</b> MATTHEW SAGE <b>Phone:</b> 5207248586 <b>Email:</b> matthew.sage@pima.gov</p>
----------------------------	---

T E R M S	<p><b>Initiation Date:</b> 01-01-2018 <b>Expiration Date:</b> 12-31-2018</p> <table border="1"><tr><td><b>NTE Amount:</b></td><td></td></tr><tr><td><b>Used Amount:</b></td><td>\$0.00</td></tr></table>	<b>NTE Amount:</b>		<b>Used Amount:</b>	\$0.00
<b>NTE Amount:</b>					
<b>Used Amount:</b>	\$0.00				

V E N D O R	<p><b>LINDA S WOODRUFF</b> <b>1131 W CIRCULO DEL SUR</b> <b>GREEN VALLEY AZ 85614</b></p>	<p><b>Contact:</b> LINDA WOODRUFF <b>Phone:</b> 520-551-2839 <b>Email:</b> lwoodr5417@aol.com <b>Terms:</b> 0.00 % <b>Days:</b> 30</p>
----------------------------	---	--

<p><b>Shipping Method:</b> Vendor Method</p> <p><b>Delivery Type:</b></p> <p><b>FOB:</b> FOB Dest, Freight Prepaid</p> <p><b>Modification Reason</b> This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options. Attachment: Proposal Agreement</p>
--

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.





**PIMA COUNTY**

# MASTER AGREEMENT DETAILS

Master Agreement No: 18000000000000000166

MA Version: 1

Page: 26 of 38

Line Description

---

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Transcription Services Discount 0.0000 %	WORD	\$0.0135			

16. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Linda S. Woodruff

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

MAILING ADDRESS: 1131 W. Circulo Del Sur

CITY/STATE/ZIP: Green Valley, Arizona 85614

REMIT TO ADDRESS: 1131 W. Circulo Del Sur

CITY/STATE/ZIP: Green Valley, Arizona 85614

CONTACT PERSON NAME/TITLE: Linda S. Woodruff, Independent Contractor

PHONE: (520) 551-2839 FAX: \_\_\_\_\_

CONTACT PERSON EMAIL ADDRESS: LWoodr5417@aol.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: LWoodr5417@aol.com

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

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

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

SIGNATURE: *Linda S. Woodruff* DATE: 10/02/2017

Linda S. Woodruff, Independent Contractor

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: (520) 551-2839 LWoodr5417@aol.com

County Attorney Contract Approval "As to Form":

Approved "As to Form"

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 15 of 38

Description: Verbatim Transcription / Translation Services

I S S U E R	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	Issued By: MATTHEW SAGE
	Phone: 5207248586
	Email: matthew.sage@pima.gov

T E R M S	Initiation Date: 01-01-2018			
	Expiration Date: 12-31-2018			
	<table border="1"> <tr> <td>NTE Amount:</td> <td></td> </tr> <tr> <td>Used Amount:</td> <td>\$0.00</td> </tr> </table>	NTE Amount:		Used Amount:
NTE Amount:				
Used Amount:	\$0.00			

V E N D O R	CHERYL L ZAUNER	Contact: CHERYL
	DBA: ZAUNER, CHERYL	Phone: 520-327-2032
	4602 E COOPER ST	Email: clzcla@aol.com
	TUCSON AZ 85711	Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$500,000.00 to be shared amongst contractors and includes four (4) one-year renewal options. Attachment: Proposal Agreement	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



**PIMA COUNTY**

# MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000166

MA Version: 1

Page: 16 of 38

Line Description

---

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	Transcription Services Discount 0.0000 %	WORD	\$0.0135			

**16. BID/OFFER CERTIFICATION:**

**CONTRACTOR LEGAL NAME:** Cheryl L. Zauner

**BUSINESS ALSO KNOWN AS:** n/a

**MAILING ADDRESS:** 4602 E. Cooper St.

**CITY/STATE/ZIP:** Tucson, AZ 85711

**REMIT TO ADDRESS:** 4602 E. Cooper St.

**CITY/STATE/ZIP:** Tucson, AZ 85711

**CONTACT PERSON NAME/TITLE:** Cheryl L. Zauner

**PHONE:** 520-241-1519 **FAX:** 520-327-0120


**CONTACT PERSON EMAIL ADDRESS:** clzcla11@gmail.com

**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** clzcla11@gmail.com

**CORPORATE HEADQUARTERS ADDRESS:** n/a

**WEBSITE:** n/a

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

**SIGNATURE:**  **DATE:** 2 Oct 2017

Cheryl L. Zauner, Verbatim Transcriptionist

**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**

**PHONE AND E-MAIL:** 520-241-1519 clzcla11@gmail.com

**County Attorney Contract Approval "As to Form":**

Approved "As to Form"

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date

## PROPOSAL AGREEMENT

### **1. INTENT:**

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

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

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

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

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

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

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

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

The Contractor certifies that it is competent, willing and responsible for performing the services in accordance with all requirements of the solicitation and this contract. Contractor will certify it meets the requirements in Exhibit A – Minimum Qualification Verification Form.

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

Transcriber herein after is referred to as Contractor. Contractor will provide transcription and/or translation services on a Fixed Unit Price basis per the schedule located in Section 8, Compensation and Payment.

Contractor will:

- A. Confirm acceptance or decline a request for service when a "RUSH" fast turnaround job is needed by the County.
- B. Perform Standard work during a rotating seven (7) day period.
- C. Communicate effectively their availability for work, and be available with weekly regularity.
- D. Request work from the Transcription Supervisor when assigned work is completed early or transcriber has more time available to perform additional services during the work week.
- E. Meet work submittal deadlines set as timely return is imperative.
- F. Keep all work confidential and computer in a work secure space free from viewing by anyone.
- G. This work must be completed by the contracted individual and not given to anyone else to complete.
- H. Retrieve files (service assignments) from a secure website and upload completed transcriptions to that same website.
- I. Follow instructions given for final work product, satisfactorily reviewing finished work for completion and quality. Completed transcription will be reviewed by transcriber multiple times.
- J. Will submit their completed transcription in final form. Word count for invoicing and billing purposes will be based on the uploaded product accepted by the County.
- K. Make themselves available to attend training for specific instructions, formatting, security, etc. after award of Master Agreement. Training will take an estimated 4-5 hours.

All work requested and performed for the Sheriff Department will be held confidential and appropriate safeguard measures will be taken to uphold confidentiality. Contractor, must keep all work confidential, and must not show or discuss their work with anyone not authorized by the Sheriff's Department to have access to such work at any time. Contractor must be able to keep Pima County assigned work secure on their computer and in their work space free from

viewing by anyone. Pima County Sheriff Department assigned work must be completed by the contracted individual and not be given to anyone else to complete.

Contractor must be able to follow instructions given for final work product, satisfactorily reviewing finished work for completion and quality. Completed transcription will be reviewed by transcriber multiple times. Contractor will submit their completed transcription in final form.

Contractor certifies that if it becomes aware that a PCSD work assignment is related to or involves a matter in which an attorney or investigator that the Contractor is employed by or otherwise provides products or services to, has been retained, it will immediately notify the PCSD Transcription Supervisor and recuse itself from all assignments in that case or matter. Contractor will keep confidential all information obtained prior to recusal.

**Equipment/Software:** Contractor must provide own computer, transcription software, and any other materials necessary to perform the duties of transcription and translation service(s).

**Verbatim transcription and/or translation.** Final product must be accurate, and culturally and linguistically appropriate. Every single word or line mumbled or spoken needs to be transcribed as spoken by the speaker in the audio file. Verbatim Transcription requires the transcriber to transcribe even those half sentences and phrases that were spoken in the recording. While working on a verbatim transcription the transcriber needs to pay close attention to all kinds of emotions displayed in the audio recorded file. Even those- mmmm.. , hmmm., I mean.. , I know; common words to be added in the transcripts. Even the emotions, like laughter or crying should be noted if it impacts the flow of the interview.

**File Format and Transmission:** Contractor will provide an electronic copy of the formatted document to the Pima County Sheriff Department in the format specified by Pima County. The written text of the document shall be typed on single and double-spaced (per format), 8 ½ x 11" with a 1" margin on all sides. Text shall be transcribed in Times New Roman, 12 point font.

**Secure Website:** Files will be made available via a secure website. Transcriber must be able to retrieve files from secure website and upload completed transcript to that same secure website.

**Contractor Availability:**

Contractor will communicate effectively their availability for work, and be available with weekly regularity. Contractor will advise the Transcription Supervisor each Monday, by Noon, of the number of hours available to work during the Standard Work Week.

**Assignment Acceptance:**

Pima County Sheriff Department will assign jobs during normal business hours 8 -5, Monday – Friday in most cases.

**Background Check:**

Pima County Sheriff Department will email a Background Packet to the Contractor. Contractor is to complete and send the completed packet to the Pima County Sheriff Department Personnel Unit within five (5) days of receipt. County will schedule appointments for the Contractor to take a polygraph test, process fingers and take a drug screening. Contractor is expected to keep all appointments. This whole process could take up to 30 or more days to complete.

**Standard Work Assignments:**

Contractor is expected to accept and perform work during a rotating seven (7) day period, based on the hours of availability communicated to Transcription Supervisor.

Standard work assignment will be assigned by PCSD on an as needed basis taking into consideration the availability of the Contractor and the time requirement of the particular job assignment. If Contractor has indicated availability for the work week, each job assigned by the PCSD to Contractor must be accepted. Contractor may decline a standard assignment if PCSD assigned more work than was indicated by the Contractor at the start of the work week or for other extenuating circumstances.

"RUSH" jobs will be offered to all Contractors listed on the Master Agreement. PCSD may send an email blast to all qualified Contractors of the availability of this "RUSH" assignment (additional work) that is not a Standard work assignment. The email blast will provide the estimated time frame for work completion. The first Contractor to accept the "RUSH" work job via email will be assigned that particular job. The PCSD reserves the right to offer "RUSH" jobs to a specific Contractor and make notification via phone. Acceptance of work assignment must be confirmed in a timely manner. PCSD will notify Contractor(s) of "RUSH" jobs either via email or phone.

Failure by the Contractor to respond within four (4) hours of notification for a Standard Job will be construed as a decline. Failure by the Contractor to respond within one (1) hour of notification for a Rush Job will be construed as a decline.

**Assignment Completion/Turn-around:** Requests for service must be completed in a timely manner based on the turn-around time by the County.

Standard Job shall be completed and submitted to secure website within one (1) week from the date of acceptance. Rush Job shall be completed within 24 hours from the time of acceptance.

A minimum amount of standard work to be accepted weekly on a regular basis is a minimum of two (2) hours of recorded audio.

**5. SUSTAINABILITY:** In accordance with BOS Resolution 2007-84, Pima County values and encourages sustainable practices.

**6. OFFER ACCEPTANCE AND ORDER RELEASES:**

County will accept offer(s) and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

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

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

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

**7. ACCEPTANCE OF GOODS AND SERVICES:**

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

**8. COMPENSATION & PAYMENT:**

Contractor and Pima County Sheriff's Department will approve line items for payment and produce an invoice that will be approved by all parties before submission to Pima County Finance.

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

Standard payment terms are thirty (30) days from the date of valid invoice document

**OPTIONAL EARLY PAYMENT DISCOUNT TERM: N/A**

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the term of the contract which the County may consider price increases as deemed appropriate and at its' own discretion.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.



Unit prices include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors, Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

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

**UNIT PRICES (Net 30-day Payment Terms)**

<b>ITEM #</b>	<b>ITEM NAME</b>	<b>UOM</b>	<b>UNIT PRICE \$</b>
	Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications		
1	Transcription English	Per Word	\$ .0135
2	Transcription/Translation Bilingual Spanish to English (or any other foreign language)	Per Word	\$ .035
3	Early Return Bonus 10% of Total Word Count	%	N/A
4	Late Return Penalty 10% of Total Word Count	%	N/A
5	RUSH – Return within 24 hours after receipt of job assignment	Flat	\$10.00
6	Corrections requested by the County will made free of charge.	Lot	N/C

**9. DELIVERY:**

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

**10. TAXES, FEES, EXPENSES:**

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

**11. OTHER DOCUMENTS:**

Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 270154 including the Request for Proposal, Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Contractor's Proposal, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**12. INSURANCE:**

Contractor will procure and maintain at its own expense the following insurance requirement and the County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. Contractor may obtain additional insurance coverage above the County's requirements.

Workers' Compensation (WC) and Employers' Liability: Contractor is an independent contractor. Neither Contractor, nor any of Contractor's employees are considered an employee of Pima County.

Contractor shall obtain and maintain at its own expense, workers' compensation insurance providing statutory coverage for employees.

If there are no employees, the Workers' Compensation requirement shall not apply to the Contractor. Contractor is exempt under A.R.S. § 23-901, and Contractor shall execute the appropriate "Pima County Sole Proprietor/Independent Contractor Waiver Form" in lieu of insurance.

Approval and Modifications: The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing.

**13. PERFORMANCE BOND – N/A**

**14. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that it incorporates the following solicitation addenda in its offer and this contract:

<b>Addendum #</b>	<b>Date</b>	<b>Addendum #</b>	<b>Date</b>	<b>Addendum #</b>	<b>Date</b>

**15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION – N/A**

**(REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)**

**16. BID/OFFER CERTIFICATION:**

**CONTRACTOR LEGAL NAME:** \_\_\_\_\_

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

**MAILING ADDRESS:** \_\_\_\_\_

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

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

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

**CONTACT PERSON NAME/TITLE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

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

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

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

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

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

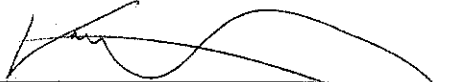
**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**

**PHONE AND E-MAIL:** \_\_\_\_\_

**County Attorney Contract Approval "As to Form":**

Approved "As to Form"

  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney

8/22/17  
\_\_\_\_\_  
Date

## PIMA COUNTY STANDARD TERMS AND CONDITIONS

### **1. OPENING:**

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

### **2. EVALUATION:**

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

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

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

### **3. AWARD NOTICE:**

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

### **4. AWARD:**

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

### **5. WAIVER:**

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

### **6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

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

### **7. INTERPRETATION and APPLICABLE LAW:**

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

### **8. WARRANTY:**

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

### **9. QUANTITY:**

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

#### **10. 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 proposal document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of COUNTY.

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

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

#### **11. SPECIFICATION CHANGES:**

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

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

#### **12. INSPECTION:**

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

#### **13. PAYMENT TERMS:**

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

#### **14. 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.

#### **15. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

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

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

#### **16. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality

inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

**17. PATENT INDEMNITY:**

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

**18. INDEMNIFICATION:**

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

**19. UNFAIR COMPETITION AND OTHER LAWS:**

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

**20. COMPLIANCE WITH LAWS:**

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

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

**21. ASSIGNMENT:**

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

**22. CONFLICT OF INTEREST:**

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

**23. NON-DISCRIMINATION:**

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

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

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

**25. PUBLIC RECORDS:**

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

Records Marked Confidential, Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms.

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

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the contract. Such tools and documentation are the property of COUNTY and will be marked, as is

practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation will be delivered to COUNTY within twenty (20) days of acceptance by COUNTY of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to COUNTY. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to COUNTY, Contractor will reimburse COUNTY for said actual and incremental costs provided that COUNTY had given Contractor reasonable time to respond to COUNTY's requests for support.

**27. AMERICANS WITH DISABILITIES ACT:**

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

**28. NON-EXCLUSIVE:**

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

**29. 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.

**30. TERMINATION:**

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

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

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

**32. INDEPENDENT CONTRACTOR:**

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

**33. BOOKS AND RECORDS:**

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

**34. COUNTERPARTS:**

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

**35. AUTHORITY TO CONTRACT:**

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

**36. FULL AND COMPLETE PERFORMANCE:**

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

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**37. SUBCONTRACTORS:**

CONTRACTOR shall not subcontract for the provision of services specified in this Contract.

**38. SEVERABILITY:**

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

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

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

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

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

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

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure



that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

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

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

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

**41. SECURITY OF INFORMATION:**

All information contained on tapes, digital media and all transcription of this information is confidential and remains the sole property of County. Contractor shall insure that this information is maintained in a secure environment while in their custody and control. Following completion of a transcription, Contractor shall return all tapes, diskettes or digital media to the Pima County Contract Transcription Supervisor. Contractor shall destroy any remaining electronic files per destruction procedures once file transfers have taken place.

**42. ISRAEL BOYCOTT CERTIFICATION:**

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

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