



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 03/05/2024

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

DH Pace Company, Inc. (Headquarters: Olathe, KS)

***Project Title/Description:**

WPS Upgrade & Hosted Solution

***Purpose:**

Award: Master Agreement No. MA-PO-24-091. This Master Agreement is for an initial term of one (1) year in the initial award amount of \$300,000.00 (including sales tax) and includes four (4) one-year renewal options in the annual award amount of \$15,000.00 (including sales tax). Administering Department: Information Technology, on behalf of Facilities Management.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.050, Sole source procurement, award of Requisition No. 24-093 is recommended to DH Pace Company, Inc. which has accepted the terms of the County's Sole Source Procurement Agreement.

PRCUID: 506259

Attachment: Sole Source Procurement Agreement.

***Program Goals/Predicted Outcomes:**

A Cloud-based system will increase the efficiency of the access and payment system at all County Garages. Less down time will lead to better service and accurate revenues. A Cloud-based system will also mean less server maintenance for County IT.

***Public Benefit:**

Makes the electronic payment by phone process for the public easier and more convenient.

***Metrics Available to Measure Performance:**

Monitor system for greater than 99.5% uptime.

***Retroactive:**

No.

TO: COB 02/12/2024 (1)

VERS: 1

PGS: 17

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 24-091
Commencement Date: 03/05/2024 Termination Date: 03/04/2025 Prior Contract Number (Synergen/CMS): N/A
☒ Expense Amount \$ 300,000.00 * ☐ Revenue Amount: \$ N/A

*Funding Source(s) required: Parking Garage Enterprise Fund

Funding from General Fund? ☐ Yes ☒ No If Yes \$ N/A % N/A

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

If Yes, 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 22-10.

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ 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): _____

Commencement 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: Procurement Officer, Troy McMaster Digitally signed by Troy McMaster
Date: 2024.02.06 15:05:06 -0700

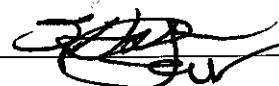
Division Manager, Ana Wilber Digitally signed by Ana Wilber
Date: 2024.02.06 08:09:29 -0700

Department: Procurement Director, Terri Spencer Digitally signed by Terri Spencer
Date: 2024.02.08 12:15:51 -0700

Telephone: 520.724.8728

Department Director Signature: Javier Baca Digitally signed by Javier Baca
Date: 2024.02.08 12:15:51 -0700

Date: _____

Deputy County Administrator Signature: 

Date: 2-9-2024

County Administrator Signature: _____

Date: 2-9-2024

Pima County Procurement Department
Administering Department: Information Technology

Project: WPS Upgrade & Hosted Solution

Contractor: DH Pace Company, Inc.
1901 E 119th Street
Olathe, KS 66061

Amount: \$ 300,000.00

Contract No.: MA-PO-24-091

Funding: Parking Garage Enterprise Fund

SOLE SOURCE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and DH Pace Company, Inc. ("Contractor").
- 1.2. Purpose. The Pima County Facilities Management department requires an upgrade and the related annual support services for a hosted solution of its support software for the parking facility equipment.
- 1.3. Authority. County selected Contractor pursuant to Pima County Procurement Code 11.12.050.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on March 5, 2024 and will terminate on March 4, 2025 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to one-year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with the services described in **Exhibit A: DH Pace Proposal MEW021523-1-R5-Pima** (6 pages), at the dates and times described on Exhibit A or, if Exhibit A contains no dates or time frames, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.

- 3.1. Order of Precedence. All Contractor services provided under this Contract are subject to the terms of this Contract and Exhibit A. In the event of conflicting terms between the Contract and Exhibit A, the terms of this Contract shall prevail.

4. Key Personnel. Contractor will employ suitably trained and skilled professional personnel to perform all services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will ensure that there is a suitable replacement approved by County.

5. Compensation and Payment.

- 5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in Exhibit A. Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
- 5.2. Not-To-Exceed (NTE) Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$ 300,000.00 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 5.3. Sales Taxes. The payment amounts or rates in Exhibit A do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in Exhibit A. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.6. Invoice Submittal. Invoices are to be sent to:
- Pima County Finance & Risk Management – Accounts Payable
P.O. Box 791
Tucson, AZ 85702
- 5.7. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 23 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. Insurance.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- 6.1. Minimum Scope and Limits of Insurance. Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the

minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

- 6.1.1. Commercial General Liability (CGL). Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.
- 6.1.2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.
- 6.1.3. Workers' Compensation (WC) and Employers' Liability. Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.
- 6.1.4. Technology Errors and Omissions (E&O) Insurance. The Technology E&O coverage shall have minimum limits not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate.

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.

Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.

In the event that the Technology E&O insurance required by this Contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

- 6.1.5. Network Security (Cyber)/Privacy Insurance. Coverage shall have minimum limits not less than \$2,000,000 Each Claim with a \$2,000,000 Annual Aggregate.

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor must warrant that

either continuous coverage will be maintained as outlined under “Additional Insurance Requirements – Claims-Made Coverage” section, or an extended discovery period will be exercised for a period of two (2) years beginning at the time of work under this Contract is completed.

6.2. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.

6.2.1. Claims Made Coverage. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

6.2.2. Additional Insured Endorsement. The General Liability and Business Automobile Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively “County and its Agents”) as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The policy limits requested herein, and scope of protection must apply to the County and its Agents as an additional insured.

6.2.3. Subrogation Endorsement. The General Liability, Business Automobile Liability, and Workers’ Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.4. Primary Insurance Endorsement. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Contractor’s deductible or Self Insurance Retention (SIR).

6.2.5. Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this Contract.

6.2.6. Subcontractors. Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County’s approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation. Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to the County Contracting Representative, and must include the County project or contract number and project description.

6.4. Verification of Coverage. Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this Contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include.

6.4.1. The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate.

6.4.2. A notation of policy deductibles or SIRs relating to the specific policy.

6.4.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.

6.5. All certificates and endorsements, as required by this written agreement, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

6.6. All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the County project or contract number and project description on the certificate. County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

6.7. Approval and Modifications. County's Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager, and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. Indemnification. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. Laws and Regulations.

- 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
9. **Independent Contractor**. Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
10. **Subcontractors**. Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
11. **Assignment**. Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination**. Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
13. **Americans with Disabilities Act**. Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
14. **Authority to Contract**. Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
15. **Full and Complete Performance**. The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, 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.

16. Cancellation for Conflict of Interest. This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

17. Termination by County.

17.1. Without Cause. County may terminate this Contract at any time, without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

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

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

County:

Terri Spencer, Procurement Director
Pima County Department
150 W Congress, 5th Floor
Tucson, AZ 85701
520.724.3722
terri.spencer@pima.gov

Contractor:

Tyler Jewkes, Department Manager
DH Pace Company
9235 S McKemy Street
Tempe, AZ 85284
480.638.3660
tyler.jewkes@dhpac.com

19. Reserved.

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

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

22. Use of County Data. Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination

or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

23. 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 for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

24. Public Records.

24.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents related to 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.

24.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of its records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL" before submitting them to County. 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 in Arizona, 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.

25. Legal Arizona Workers Act Compliance.

25.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its 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.

25.2. Books & Records. 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.

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

Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

- 25.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 25 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."

26. Reserved.

- 27. Written Orders.** County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

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

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

- 28. Counterparts.** The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

- 29. Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

- 30. Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the

term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

31. Amendment. The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

32. Entire Agreement. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Sole Source Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

PIMA COUNTY

Chair, Board of Supervisors

Date

DH PACE COMPANY, INC.



Authorized Officer Signature

Michael Waldron, Sr. Vice President

Printed Name and Title

2/6/2024


Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Rachelle Barr 02/06/2024

Print DCA Name

APPROVED AS TO CONTENT

Department Head


Javier Baca 02/09/2024

Date

PROPOSAL

ATTENTION: Ian K O'Malley
 Pima County Garages
 PO Box 791
 Tucson, AZ 85701

SITE: Pima County Garages

DATE: 10/25/23

PSI BID NO.: MEW021523-1-R5-Pima

PROJECT: Pima Garages - WPS upgrade HOSTED SOLUTION

We are pleased to submit a proposal for the below described Services. Use tax, if applicable, is included; no sales or other taxes or bonds are included. This NTE Proposal is valid for 30 days and is subject to credit approval. The material in this proposal is quoted as a package; breakdowns are for budget purpose only. Payment terms are Net 30 conditional upon Seller's prior approval of Buyer's credit, or as per the Arizona Prompt Payment Laws.

INSTALLATION SCOPE OF WORK:

1. Install, Program, and Test the below listed items for WPS system upgrade to ParkiD
2. This proposal assumes all existing system components and cabling to be operational
 - a. Should any portion be found inoperable, additional cost may be incurred
3. This proposal assumes work to be performed during normal business hours 6a-5p
 - a. Should after hours work be required, additional cost may be incurred
4. DH Pace will shut down one (1) opening (entry/exit per day)
 - a. Pima will need to run two independent systems for the duration of the installation
 - i. Existing machines run on BC200, newly converted machines run on ParkiD until all machines have been converted, and proper operations verified.
 - ii. Pima to retain the BC200 server for audit purposes
5. Pima / WPS will work directly together on the following
 - a. Single Sign on
 - b. Card holder data migration
 - c. Rate data migration
 - d. Remote – online training
 - i. *Onsite training available for additional cost – See fee below
6. Year one recurring hosted fees included in the base price

Additional Items added to SOW per customer request

7. **Merchant processing**
 - a. Customer can use any merchant they choose, however; customer will need a Gateway (NMI/Creditcall) WPS would connect PIMA with Tyson and Mike from Nationwide Payments to accomplish this
 - b. EMV readers, would need one of the following processors (First Data, Elavon and Chase Paymentech)
 - i. EMV readers require an IP address – 21 total
8. **Service request**
 - a. Initial service request will route to DH Pace, if further assistance is needed DHP and Pima team will work together with WPS as needed for any resolutions
 - b. DH Pace can provide a separate annual preventative maintenance agreement upon request.

SERVICE LEVEL AGREEMENT – Annual cost listed below

9. The Proposed annual Service Level Agreement (SLA), is based on the above listed WPS Hosted solution
 - a. This SLA covers all garages with WPS parking systems installed as part of the Pima County Garages
10. See SLA below for list of services provided by this agreement
11. Note: This fee covers Remote Services with DH Pace and WPS in accordance with the agreement terms, however does not include onsite time or travel for DH Pace technician which are subject to the **As needed Time and Materials agreement** below.

As Needed Time and Materials agreement

12. Regular business hours (7am – 5pm) Labor rate: **15% off current street rate**
a. One (1) hour minimum
b. Onsite response time: within 8 hours
**(plus 1x fee current Equipment / Fuel)*
13. After hours emergency Labor rate: **15% off current street rate (includes Equipment / Fuel)**
a. Two (2) hour minimum, charged portal to portal at maximum travel charges of 1 hour to / from site
b. Onsite response time: within 4 hours
14. WPS materials discount off manufacture published price: **15%**
a. Includes applicable use tax
15. All other materials billed at standard and current rates

SLA SERVICES

Description of Services	RSE -2 Services Included
Help Desk Support (8:30AM to 4:30 PM MST, Monday to Friday).	X
Remote desktop support of all WPS Software Applications.	X
Priority remote technical support	X
36 Hours Complimentary Remote Technical Support by WPS Technician (Bank of Hours – Annually – NORMAL BUSINESS HOURS ONLY)	X
Two (2) – Two (2) Hour Remote Training Sessions (Annually)	X
Two (2) Rate Changes (Annually – must be pre-scheduled, minimum 1 week notice)	X
Backup of WPS application and related data files - Configuration, Fee Tables, Texts & User Reports. Does not include operating system or third-party data. *Backups are done daily in 24-hour increments and stored on VM (if hosted)	X
Restoration of latest backup upon customer request	X
During the Term of the agreement, the WPS Software Connection will provide a Monthly Uptime Percentage to Customer as follows (the "Service Level Objective" or "SLO"): Monthly Uptime Percentage - >= 99.5% - "Downtime Period" means a period of 60 or more consecutive seconds of Downtime. Intermittent Downtime for a period of less than 60 consecutive seconds will not be counted towards any Downtime Periods.	X
Remote desktop support of all WPS Hardware.	X
3 rd party API's (Unique for Customer) – limited to support of 3 rd party developer	X

SLA Exclusions: This does not include (a) custom reporting (b) software changes (c) onsite support requests (d) errors (i) caused by factors outside of WPS's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violet the Agreement (e) network outages (f) on-site IT changes or network management including VPN, Firewall, Passwords, etc. (g) installation of 3rd party software applications (h) writing software based off the WPS API (i) running or reconciling WPS reports (j) use of the equipment for a purpose for which it was not designed (k) accidents such as fire, lightning or floods (l) theft of loss of the equipment (m) relocation of the equipment unless previously agreed with WPS and customer (n) electrical work external to the equipment (o) fluctuation in electrical supply (p) poor environmental conditions (q) damage caused by VIRUS, SPYWARE or lack of FIREWALL.

SLA Requirements:

- All computers and servers must be connected to High-speed internet access.
- Minimum standard for broadband internet on site is 25 Mbps for download and upload.
- WPS must have unlimited access to customer network.
- Provide detailed information regarding service requests.
- Make every effort to be available to communicate with a technical services team member if required.
- Provide consent for a technical services team member to access customers servers, computers and network when requested.
- Notify DHP / WPS technical services team in advance of any pre-determined required assistance.
- Exercise patience by understanding the volume of requests the DHP / WPS Help Desk receives each day and the rationale for assessing service priorities.
- Customer must be current with their Annual Software Assurance Agreement (up to date WPS Software version).

Support Details

- Pima IT department will support items related to the internal network / V-Lan connection
 - i.e. the connection at the Pima network switch level from garage units to the World Wide Web
- DH Pace will support all down stream items from the Pima network switch connections to garage units
- DH Pace / WPS will support all aspects of the cloud hosted database
- Pima FM team will perform basic trouble shooting as needed within their training and knowledge
 - FM team to contact DHP for service as needed

Customer to provide the following:

- a. Network POE Switch Port (as needed)
- b. Network Switch Port (as needed)
- c. IP Addresses (as needed)
- d. Conduit paths from the devices to the MDF/IDF
- e. Usable conduit path to the Back Building
- f. Network Rack Space (as needed)
- g. Uninterrupted access to the project area while on site

EXCLUDED:

1. Any Permits, Bonds, and Fees (not listed above)
2. Any 120VAC Electrical work
3. Liquidated damages
4. Shop Drawings / Wire Schematics / Point to Point Diagrams
5. Minor patching and painting
6. After-hours Work
7. Any Required Media Converters
8. POE Network Switches (not listed)
9. Network Switch SFP Modules
10. Any required conduit
11. All Low Voltage Security Cabling
12. All Fiber and Network Cabling
13. Non-Standard Equipment Lead Times

Material list / Quantities

Hosted Solution Option	
Software	
ParkID Instance & License (SaaS Model) - Annual Recurring Fee - Year 1 <u>1 Included in this line item</u>	1
4G Modem for Rollover Capabilities (Customer Must Supply SIM Card) - RUT240	1
Validations	
Valid Instance & License (SaaS Model) - Annual Recurring Fee - Year 1 <u>Included in this line item -</u> <u>INCLUDES MOBILE TICKET APP</u>	1
Single Sign On	1
Active Directory LDAP - Lightweight Directory Access Protocol Integration (for City Multi-Factor Authentication Rule-Sets to Control WPS Software)	1
WPS PAY	1
WPS Pay is a modern and smart payment method. There's no need to install an app: parking customers pay using their mobile phone by simply scanning the QR code of their parking pass	1

Revenue Entrance Lanes	
WPS Ticket Printer (KPM180 Conversion Kit - replaces PAE-1002)	5
WPS TWIC Controller	5
Revenue Exit Lanes	
KIT UNIV @ CONVERSION RECEIPT PRINTER C56 TO X56	9
WPS TWIC Controller	9
Bracket for Globalcom CC Reader - Tall	9
WPS EMV credit card reader - NMI	9
Cable, Flash/PVD/Moxa Comm, 6 Pin Molex to DB9F (Only with BC200	9
Pay Stations Cash & Credit	
KIT UNIV @ CONVERSION RECEIPT PRINTER C56 TO X56	6
WPS TWIC Controller	6
Bracket for Globalcom CC Reader - Tall	6
WPS EMV credit card reader - NMI	6
Cable, Flash/PVD/Moxa Comm, 6 Pin Molex to DB9F (Only with BC200	6
Pay Stations Credit Card Only	
KIT UNIV @ CONVERSION RECEIPT PRINTER C56 TO X56	6
WPS TWIC Controller	6
Bracket for Globalcom CC Reader - Tall	6
WPS EMV credit card reader - NMI	6
Cable, Flash/PVD/Moxa Comm, 6 Pin Molex to DB9F (Only with BC200	6
Installation and Labor	
Installation and Labor - Remote Support for Hardware and Configuration to	1
Networking	
Unmanaged Hardened Gigabit Ethernet Switch (4) 10/100/1000Base-T Ports + (2) 100/1000Base-X SFP Slots (share single network cable with intercom)	21

BASE BID: \$ 239,968.00 (All Applicable Use Tax Included)

*Includes year 1 hosting fee

WPS ONSITE TRAINING – 2 DAYS: \$ 8,034.00 _____ decline / _____ accept

*In addition to the Base Bid above

ANNUAL SERVICE LEVEL AGREEMENT: \$ 7,951.00 _____ decline / _____ accept

*In addition to the Base Bid above

Year 2 Annual Hosting Fee: \$ 9,038.00

*Includes both ParkiD and ValiD

PERMIT EXCLUDED: The proposed project includes modifications to a Physical Access Control System (PACS) including the installation of electronic locking hardware on at least one (1) egress door into or out of an occupied space. This modification requires a permit from the appropriate Authority Having Jurisdiction (AHJ). All work and fees associated with obtaining a permit for the work performed under this proposal are excluded. Should the proposed work, or existing system components, be found to be non-compliant during plan review by the AHJ, customer will be responsible for all work and costs required for the PACS system to become compliant with the AHJ's requirements. No work shall commence and no materials will be ordered until a permit has been secured by customer and a copy forwarded to the DH Pace Company, Inc. When required by the AHJ, the PACS will be integrated with the building Fire Alarm System via a dedicated Fire Relay. DH Pace Company, Inc. is not a licensed fire contractor and cannot provide and/or install said fire relay nor obtain the necessary permits required to do so. It is the customer's responsibility to perform all required fire alarm work prior to DH Pace Company, Inc. commissioning the PACS.

MATERIAL & FREIGHT COSTS: Costs are currently rising at sudden and unpredictable rates. This proposal is based on current pricing from Sellers suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request. All Buyer Contracts shall include a provision to this affect

The proposal described herein, including all price(s) quoted, is made conditionally upon Seller's (1) verification of Buyer's credit status; and (2) Buyer's acceptance of any special payment made by Seller. To accept this Proposal, Buyer must date, sign, and return the original copy hereof to Seller within 30 days after the date hereof. **Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.**

Buyer acknowledges and agrees that each and all of the standard D.H. Pace terms and conditions on the attached page of this proposal hereof are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties. All prior proposals, discussions, and agreements respecting the subject matter hereof are cancelled.

PROPOSAL – SELLER

This Proposal is made this _____ day of _____, 2023.

DH Pace Company, Inc. **BY:** _____
COMPANY TYPE OR PRINT NAME

BY: _____
SIGNATURE TITLE

ACCEPTANCE - BUYER

This Proposal is accepted this _____ day of _____, _____.

TYPE OR PRINT NAME OF BUYER

BY: _____
SIGNATURE OF OWNER, PARTNER OR OFFICER (state which)

TERMS AND CONDITIONS

Terms. The products ("Products") described on the reverse side and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein.

Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a change order signed by Buyer.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products.

If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law.

If your check is dishonored or returned for any reason, your account will be electronically debited for the amount of the check plus the state maximum processing fee.

If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees incurred by Seller whether or not a lawsuit for collection is instituted, and all other costs of collection and litigation.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance regardless of cause.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller.

If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product.

Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller.

If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore.

Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work.

No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation.

In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller.

Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for determining if a permit of any kind is needed and for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Warranties. Seller warrants the Product sold to be free from defects in material and workmanship under normal and intended use and service. This warranty extends only to the Buyer and expires one year after the date of delivery or installation of the Product by Seller.

Parts and labor for service work are warranted for the following periods: All replacement parts 90 days; labor-service 30 days. Seller's sole obligation is limited to repairing or replacing any parts which shall be determined by Seller to be defective and is conditioned upon Buyer giving notice of any such defect to Seller within the warranty period. If Seller concludes that repair or replacement is necessary, Seller will commence work within a reasonable time after the decision to repair or replace is made.

This warranty does not apply to any Product which has been altered or repaired by any person not authorized by the Seller or which has been subjected to misuse, neglect or accident.

Seller assumes no liability for incidental or consequential damages and BUYER AGREES THAT THERE IS NO IMPLIED WARRANTY OF THE PRODUCT'S FITNESS FOR ANY PARTICULAR PURPOSE OR FOR BUYER'S PARTICULAR APPLICATION. Warranties implied by law are limited to duration to one year period described above.

Wood Products will be guaranteed only if properly protected within 10 days of delivery or installation by Seller with a prime and finish coat of manufacturer's recommended paint.

No warranty will be honored unless the Proposal Price has been paid in full, including any applicable service charges.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.