

SERIAL 11050 RFP SPAY/NEUTER DATABASE SYSTEM

DATE OF LAST REVISION: March 17, 2016

CONTRACT END DATE: June 30, 2017

AMENDMENT #1 (DTD. 12/22/11) SEE EXHIBIT B SCOPE OF SERVICES FOR ASSESORS QUESTIONNAIRE MAILING

CONTRACT PERIOD THROUGH JUNE 30, ~~2014~~ ~~2015~~ ~~2016~~ 2017

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **SPAY/NEUTER DATABASE SYSTEM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 22, 2011**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

NP/jl
Attach

Copy to: Office of Procurement Services
Lisa Ballejos, Animal Control Services
Lesley Kratz, Assessor Office



CONTRACT PURSUANT TO RFP

SERIAL 11050-RFP

This Contract is entered into this 22nd day of June, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Arizona Lockbox & Fulfillment, an Arizona corporation ("Contractor") for the purchase of consulting services for lockbox management and database development services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 22nd day of June, 2011 and ending the 30th day of June, ~~2014 2015 2016~~ **2017**.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustments must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 3.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date

- Payment terms
- Date of service or delivery
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract.

Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

6.2.13.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.5 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.6 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

~~Arizona Lockbox and Fulfillment Company, Inc.~~ **SecureOne Data Solutions, LLC**
Attn: ~~Ronald C. Edens~~ **H Nelson Brooks**
~~18401 N. 25th Ave, Suite 120~~ **2801 N. 33rd Ave #1**
Phoenix, AZ ~~85023~~ **85009**

6.7 REQUIREMENTS CONTRACT:

6.7.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

6.7.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of

product or performance of services prior to issuance of a purchase order or notice to proceed.

6.7.3 Purchase orders will be cancelled in writing.

6.8 **TERMINATION FOR CONVENIENCE:**

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.9 **TERMINATION FOR DEFAULT:**

6.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.10 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.11 **OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.12 **ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to

the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.13 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.14 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

6.16 RETENTION OF RECORDS:

6.16.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.16.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.17 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.18 ALTERNATIVE DISPUTE RESOLUTION:

6.18.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.18.1.1 Render a decision;

6.18.1.2 Notify the parties that the exhibits are available for retrieval; and

6.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.18.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.18.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.21 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.22.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.22.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.22.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the

County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~6.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~6.23.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~6.23.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

6.24 CONTRACTOR LICENSE REQUIREMENT:

6.24.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both **Office of Procurement Services** and the using agency of any and all changes concerning permits, insurance or licenses.

6.24.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.25 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.25.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.25.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.25.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.25.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.25.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.25.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

6.25.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.26 **PRICES:**

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.27 **GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.28 **ORDER OF PRECEDENCE:**

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.29 **INFLUENCE**

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902. An attempt to influence includes, but is not limited to:

6.29.1 **A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**

6.29.2 **That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.30 **INCORPORATION OF DOCUMENTS:**

The following are to be attached to and made part of this Contract:

6.30.1 Exhibit A, Pricing;

6.30.2 Exhibit B, Scope of Work;

6.30.3 Exhibit C, Service Level Agreement

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

Ronald C Edens II
AUTHORIZED SIGNATURE

Ronald P. Edens II VP
PRINTED NAME AND TITLE

18401 N 25th Ave, Suite 120 Phoenix, AZ 85023
ADDRESS

6/16/11
DATE

MARICOPA COUNTY

[Signature]
CHAIRMAN, BOARD OF SUPERVISORS

JUN 22 2011
DATE

ATTESTED:
[Signature]
CLERK OF THE BOARD

JUN 22 2011
DATE

APPROVED AS TO FORM:

[Signature]
LEGAL COUNSEL

June 23 2011
DATE

EXHIBIT A
PRICING

SERIAL 11050-RFP

NIGP CODE: 92040

RESPONDENT'S NAME:

SecureOnce Data Solutions LLC
Arizona Lockbox and Fulfillment Co., Inc.

COUNTY VENDOR NUMBER :

ADDRESS:

2801 N. 33rd Ave. #1
18401 N 25th Ave, Suite 120
Phoenix, AZ 85009 85023

P.O. ADDRESS:

TELEPHONE NUMBER:

602-415-1111 602 277 2312

FACSIMILE NUMBER:

602-415-1417 602 277 2315

WEB SITE:

www.azlockbox.com

CONTACT (REPRESENTATIVE):

Nelson Brooks Ronald C. Edens II

REPRESENTATIVE'S E-MAIL ADDRESS:

nbrooks@secure1data.com ron.edensjr@azlockbox.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[]	[X]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	[]	[X]	%

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS. FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS. RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

[X] NET 30 DAYS [] 2% 10 DAYS NET 30 DAYS [] 5% 30 DAYS NET 31 DAYS

NOTE: Pricing is being requested on for either per keystroke or per application not on both.

1.0 PRICING:

1.1 Purchase and development of complete proposed database system and software for initial set-up (ONE-TIME FEE)

\$3,000.00 Annually (no initial development costs)

1.2 Application Processing

1.2.1 Process money per application

\$0.35 This fee applies only to Spay/neuter Applications

1.2.2 Open and batch non-payment

\$0.25 This fee applies to Spay/Neuter applications sent in without money
This fee also applies to each vaccination form sent in

1.2.3 Data entry of application

\$0.60 This fee applies to each Spay/Neuter application keyed
This fee also applies to each vaccination form keyed

1.2.4 Process completed voucher application per keystroke

\$0.00

OR

1.2.5 Process completed voucher application per application

\$0.50 This fee applies to each voucher returned from veterinary clinics for refund of services rendered

EXHIBIT B

SCOPE OF WORK

PROPOSAL

ALF proposes that MCACC continues using ALF for processing the Spay/Neuter Voucher Program and Vaccination form keying. ALF will use the existing database and processes in place to continue to provide the same services the MCACC has become accustomed to. ALF will maintain the existing database, images and payment information and will make improvements as required. The existing processes and systems at ALF meet all requirements outlined in the RFP.

2.0 Scope of Work

2.1 Technical Requirements

ALF currently has completed development and put into production programming for a database that MCACC uses for its Spay/Neuter Program. ALF proposes that MCACC continues to use the database to meet the following requirements of the RFP.

ALF will provide an on demand database for the program. This database will be housed at ALF, and will be accessed by MCACC using client applications that are installed on user computers.

ALF will image all applications, exceptions, payments and vouchers returned by the veterinary clinics. Images captured are duplex, bi-tonal in .TIF format.

Any payments received will be deposited in the account provided by MCACC.

The following data will be captured for the applications:

- Resident
 - Name
 - Address
 - City, State, Zip
 - Email
 - Phone
 - Alternate Phone
 - Application Date

- Animal (possible multiple entries per application)
 - Dog/Cat
 - Name
 - M/F
 - Age
 - Color
 - Breed
 - Option A or B
 - Option C or D

Once the application has been entered, the system will generate unique voucher numbers for each application and animal. This voucher number will be exported in a file with the resident information for mailing vouchers.

- The current database ALF has provided MCACC meets the following requirements:
 - MCACC is able to search for records on any data field
 - The search then returns any data record and any associated images to MCACC
 - Produces a Veterinary Refund Report so that MCACC can reimburse veterinary clinics for their service and reports which services were rendered
 - Uses services entered from vouchers to report refund amounts to veterinary clinics
 - Creates reporting based on date that shows all vouchers that have not been redeemed
 - Redeemed voucher records are flagged as refunded
 - Keeps veterinary Refund History
 - Can run by Veterinary Clinic
 - Allows reports to be run by date range
 - Reports include voucher refund information (name, services, amount)
 - Has reporting that shows the number of outstanding days for a voucher since the application was
 - Reports are sorted in descending order based on number of days
 - Report resident information and each pet voucher
 - Historical Reports
 - Chameleon Export File for upload if a vaccination report is provided with the voucher.

ALF also currently has process in place to capture and transmit the data from the rabies vaccination certificates sent in from the veterinary clinics. This process includes:

- Picking up the forms from the MCACC offices
- Batching the vaccination forms by envelope
 - Reviewing the forms for valid information
 - Signatures
 - Rabies vaccination data
 - Maker
 - Serial number
 - Term
 - Species must be dog
 - Must have pet owners information
 - Assigning the postmark date from the envelope
 - Assigning the clinic ID from a clinic listing provided by MCACC
- Computer generated forms are imaged for data capture, handwritten forms are not imaged
- ALF will capture the following data:
 - Owner
 - First name – Required
 - Last name – Required
 - Address – Required
 - Number
 - Direction
 - Name
 - Type
 - Apt #
 - Primary phone – optional
 - Secondary phone – optional
 - Dog
 - Name – required
 - Sex – required
 - DOB – optional, estimated in some cases
 - Primary color – required
 - Secondary color – optional

- Primary breed – required
 - Secondary breed – optional
 - Additional
 - Postmark date – required
 - Vaccination date – required
 - Vaccination expiration date – required
 - Vaccine manufacturer – required
 - Vaccine serial number – required
 - Clinic ID – Required
 - ALF will run the captured data through an address verification program. If the address is not a valid postal address, the record will not be output.
 - Monthly, ALF will output the records captured in a delimited file layout for import into the MCACC Chameleon database.
- 2.1.2 The system will not need to be re-written. It currently meets the requirements set forth in the RFP. Since the system that currently exists meets the requirements and is being used by MCACC, there is not need for User Acceptance Testing or requirements analysis. In accordance with section 2.3 of the RFP, there is a 90 day acceptance period for customer sign off. However, since the system is already in production, ALF assumes that these requirements are not valid. If that is not the case, ALF will work with the county to develop the necessary items.
- 2.1.3 The system currently used does have validations for certain data fields.
- Valid addresses are required
 - Residents must have zip codes in approved zip code areas
 - Species must be noted
 - Animal must have names (reduces breeders abusing the program)
 - Certain number of animals are allowed or require MCACC approval
 - Gender is required
 - Breed is required
 - Options must meet validations for A, B, C or D based on programmed criteria
 - Vouchers returned from the veterinary clinics must have a corresponding voucher produced from the system to prevent fraud
 - Services provided by veterinary clinics are validated against tables to ensure that valid services are paid for
 - Rabies vaccination data is validated to data provided by MCACC
 - Manufacturers
 - Serial number edits
 - Vaccination terms/expiration
- 2.1.4 Reports
- 2.1.4.1 Report on ending date; include all non refunded vouchers that have been redeemed. YES
 - 2.1.4.2 Report by Vet. YES
 - 2.1.4.3 Report on date range Research. YES
 - 2.1.4.4 Adhoc reporting. NO, ALF will create new reports as requested by MCACC
- 2.1.5 Training
- A how-to document will be provided by the Contractor.
- 2.1.6 Maricopa County Animal Care and Control will own all data collected.

2.1.7 The Contractor owns the Intellectual Property.

2.1.8 Escalation procedure for system according to Service Lease Agreement (SLA).

In the event that the system is not functioning as required, MCACC must notify the IT department at ALF. ALF will respond to MCACC within 4 business hours with the findings and next steps for resolution of the issues.

If MCACC is not getting the required assistance to resolve any issues, they should notify the Vice President for ALF.

2.1.9 Process for adding system functionality

MCACC must notify ALF in writing anytime that system functionality needs changed. ALF will do an assessment of the changes requested and provide MCACC with the next steps involved in implementing the changes.

2.1.10 Security Measures for keeping data safe

ALF uses industry standard user name and password protection to ensure that only MCACC users can access their data.

In addition, the ALF network is protected by internal and external intrusion detection and prevention appliances and software. The ALF network is tested each quarter for hacker attempts by an outside contractor and is PCI compliant.

2.1.11 Scope of Work for Spay/Neuter Voucher Program and the Vaccination Form Processing input process

- Resident receives voucher application from MCAC
 - Voucher options include
 - Dog
 - Surgery only (Option B)
 - Surgery and vaccination (include \$10 per animal, Option A)
 - Cat
 - Surgery only (Option D)
 - Surgery and vaccination (include \$10 per animal, Option C)
- Application is returned to ALF
 - Applications are sorted into the following batches
 - Surgery only
 - Surgery and vaccination with checks
 - Exceptions
 - Incomplete applications
 - No payment included for vaccinations
 - Exception process
 - Exceptions are imaged into the Exception System
 - MCAC reviews exception images and notes resolution on the record
 - Process according to instructions
 - Return to MCAC
 - Applications that can be processed are entered into the application database
 - Application process
 - Applications and any associated payments are imaged (front and back)
 - Funds for vaccinations are deposited (bank account TBD)
 - From the image the following data is captured from the application

- Resident
 - Name
 - Address
 - City, State, Zip
 - Email
 - Phone
 - Alternate Phone
 - Application Date
 - Animal (possible multiple entries per application)
 - Dog/Cat
 - Name
 - M/F
 - Age
 - Color
 - Breed
 - Option A or B
 - Option C or D
- ALF system to assign unique voucher number for each animal
- ALF to export a voucher mailing file to Sourcecorp
 - Schedule TBD
 - Data file layout TBD
- Sourcecorp mails vouchers (with scanline) to Residents
- Residents redeem vouchers at veterinary clinic
- Veterinary clinic marks check boxes on voucher that apply and returns vouchers to ALF
 - In Heat
 - Pregnant
 - Cryptorchid
 - Rabies Vaccination
- Voucher Processing
 - Vouchers are batched as follows
 - Clean
 - Unclean (check boxes used)
 - Vouchers are imaged
 - ALF system reads voucher number
 - Voucher (pet) record in database is updated with the following
 - Voucher receipt date
 - Veterinary ID (validate against table)
 - Check box selections if applicable
 - Vaccination date if applicable
- Data extract to MCAC for upload into Chameleon
 - No cat records in export
 - Data layout TBD, includes
 - Resident information
 - Pet information
 - Records in database flagged as output to alleviate duplicates
- Database requirements for MCAC
 - Research
 - Search on any data field
 - Return data record and any associated images to MCAC
 - Reporting
 - Veterinary Refund Report
 - Uses services from vouchers to report refund amounts
 - Run on ending date , include all non refunded vouchers that have been redeemed
 - Redeemed voucher records are flagged as refunded

- Veterinary Refund History
 - Run by Vet
 - Run on date range or all
 - Include voucher refund information (name, services, amount)
- Un Redeemed Voucher Report
 - Run on date range
 - Calculate the number of days since application was entered
 - Sort report in descending order based on number of days
 - Report resident information and each pet voucher
- Historical Reports

2.1.12 Pricing

2.1.12.1 Clarify the annual maintenance cost

Annual maintenance is only for the database program for the Spay/Neuter Program. There is no database for the vaccination form keying so the \$3,000 annual fee does not apply to the vaccination keying.

2.1.12.2 Application Processing

12.1.12.2.1 Is this fee per Spay/Neuter Voucher application? What is the fee per Vaccination Form?

This fee only applies to the Spay/Neuter applications. It does not apply to the vaccination forms

12.1.12.2.2 Is this fee per Spay/Neuter Voucher application? What is the fee per Vaccination Form?

This fee applies to Spay/Neuter applications that are received without payment. This fee also applies to each vaccination form received.

12.1.12.2.3 Is this fee per Spay/Neuter Voucher application? What is the fee per Vaccination Form?

This fee applies to the data entry of each spay/Neuter application received. This fee also applies to the data entry of each vaccination form that data entry is captured from.

12.1.12.2.4 What is the fee per Vaccination Form?

This does not apply. ALF provided pricing for completing vouchers returned under 1.2.5 as an option to this selection.

AMENDMENT #1
EXHIBIT B
SCOPE OF SERVICES FOR ASSESORS QUESTIONNAIRE MAILING

1.0 **INTENT:**

The Maricopa County Assessor's Office is requesting a proposal for the services of a firm to provide fulfillment services on questionnaire mailing of about 200,000 application letters with a questionnaire. This will include creating a database and capturing the respondents answers on the questionnaire. Mailing of applications is not required under this scope of work and the mailings will be batched in groups to be determined by the County. All mailings must be completed including the processing no later than July 1st, 2012.

Respondent shall guarantee that all information made available to Maricopa County has been duly verified for accuracy.

2.0 **DESCRIPTION OF REQUIREMENTS:**

2.1 **Technical Requirements:**

- 2.1.1 Provide a searchable database for properties included in the mailing
- 2.1.2 Provide ability to search a specific property or properties by:
 - 2.1.2.1 Parcel number/ Account Number
 - 2.1.2.2 Address
 - 2.1.2.3 Owner
- 2.1.3 Provide answers to questionnaire included in mailing in a database or delimited file layout format
- 2.1.4 Provide database of undeliverable mail or delimited file layout format
- 2.1.5 Provide image of all questionnaires in PDF format

2.2 **PROPERTY DATA:**

- 2.2.1 Capture the following data items from the applications, if provided:
 - 2.2.1.1 Parcel Numbers
 - 2.2.1.2 Account Number
 - 2.2.1.3 MH VIN #
 - 2.2.1.4 Sale Date of Property
 - 2.2.1.5 Specific Answers to 9 questions
 - 2.2.1.6 Mailing Address
 - 2.2.1.7 Phone Number
 - 2.2.1.8 Date Signed
- 2.2.2 Provide database, or delimited file layout format, of applications into groupings for:
 - 2.2.2.1 Non-Primary Residence
 - 2.2.2.2 Rental Properties
 - 2.2.2.3 Primary Residence – Qualified Family Member
 - 2.2.2.4 Undeliverable
 - 2.2.2.5 Properties Sold
 - 2.2.2.6 Applications not signed
 - 2.2.2.7 Applications returned after deadline response date
- 2.2.3 Image will need to be scanned and capture for both front and back of application indexed by Parcel Number or Account Number. Need image of post office envelope for determining application deadline dates.

2.3 REPORTS:

2.3.1 County will provide count of applications mailed and vendor must reconcile database to total counts by grouping category

2.4 MISCELLANEOUS:

2.4.1 Provide address for return of applications to County

2.4.2 Delivery of image data will be within 15 days of response deadline date identified by County

2.4.3 Delivery of database, or delimited file layout format, will be provided to county with 15 days of response deadline date

2.5 PRICING

2.5.1 Application Pricing

(Application is a single page application both front and back. The front of the application has four (4) questions, check a box, and the back has nine (9) questions in which some are yes/no and some are fill in the blank.)

2.5.1.1 Data entry of application \$0.0086 per keystroke

2.5.1.2 Sort and batch applications \$0.18 per application

2.5.1.3 Processing of undeliverable mail \$0.25 per envelope

2.5.1.4 Creating image of each application \$0.15 per application

EXHIBIT C
SERVICE LEVEL AGREEMENTS

Spay/Neuter Voucher Program

All funds received by ALF are deposited same day pending any exceptions or rejects. All forms are imaged within 24 hours. Data and images are uploaded into the database for MCACC use within 72 hours.

Vaccination Form Processing

MCACC forwards vaccination forms once a month for processing. The forms are reviewed, batched and imaged within 14 days from receipt. Data is made available to MCACC within 30 days from receipt.

SECUREONE DATA SOLUTIONS LLC., 2801 N. 33RD AVE., #1, ARIZONA LOCKBOX & FULFILLMENT, 18401 N 25TH AVE. STE 120, PHOENIX AZ 85009 85023

PRICING SHEET: NIGP CODE 92040

Vendor Number: **2011006261 0** ~~2011000811 0~~

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2014** ~~2015 2016~~ **2017**.