

SERIAL 05075 ROQ MITIGATION SPECIALISTS SERVICES – OCC

DATE OF LAST REVISION: September 18, 2008

CONTRACT END DATE: October 31, 2011

AMENDMENT #1 – (DTD 3/28/07) SEE CHANGE TO COMPENSATION RATE AS STATED IN SECTION 2.28.1.1 AND CONTRACT AWARD PAGES, TO REFLECT AN HOURLY RATE OF \$55.00/HR. EFFECTIVE MAY 01, 2007.

CONTRACT PERIOD THROUGH OCTOBER 31, ~~2008~~ 2011

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **MITIGATION SPECIALISTS SERVICES – OCC**

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 **October 05, 2005 (Effective 10/01/05)**.

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, Director
Materials Management

SF/bg
Attach

Copy to: Materials Management
 Merri Plummer, Office of Public Defenders Services

(Please remove Serial 03044-S from your contract notebooks)

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT:

SIGNATURE ON FILE

Signature: _____

Date: _____

INVITATION FOR APPLICATIONS/REVIEW OF QUALIFICATIONS FOR: **MITIGATION SPECIALISTS – OCC (NIGP 95223)**

1.0 **INTENT:**

The intent of this solicitation is to identify the most qualified applicants, for contract award to provide mitigation specialists to the Office of Contract Counsel. Mitigation services are provided to qualified individuals charged with capital murder. This is a requirements contract. Fees/compensation are predetermined, and are not negotiable. Maricopa County reserves the right to make multiple awards to and to make subsequent awards, as requirements demand.

2.0 **MINIMUM QUALIFICATIONS/RESPONSIBILITIES:**

2.1 QUALIFICATIONS:

2.1.1 **MITIGATION SPECIALIST:**

2.1.1.1 To qualify for a mitigation specialist contract with Maricopa County, contractor shall fully meet the qualifications of Rule 15.9 of the Arizona Rules of Criminal Procedure. *Rule 15.9 defines a mitigation specialist as “a person qualified by knowledge, skill, experience, or other training as a mental health or sociology professional, to investigate, evaluate and present psycho-social and other mitigation evidence.”*

2.1.1.2 **To qualify as a mitigation specialist, contractor shall, at a minimum, possess two (2) of the following four (4) qualifications:**

2.1.1.2.1 15 years experience working as a mitigation specialist or 15 years experience in mental health services; social services; or juvenile and/or adult probation services;

2.1.1.2.2 Bachelor’s degree (or higher degree) in social work or social services, nursing, psychology, education, counseling, criminal justice, or related field(s); and

2.1.1.2.3 Bilingual, i.e., speaks fluently and understands a second language, preferably Spanish. (For purposes of this solicitation only, English is considered the primary language.)

2.1.1.2.4 During the course of each year of this contract, a mitigation specialist must attend a minimum of 10 hours of continuing education directly related to the qualifications and duties of this solicitation. The cost of the contractor’s continuing education will not be an expense of, or attributable to, Maricopa County. Contractor must submit written proof of compliance with this contract term upon written request by Maricopa County.

2.2 DEFAULT, SUSPENSION AND TERMINATION

The Contract Administrator may suspend, modify or terminate the contract upon contractor’s failure to perform, or upon the occurrence of an event that may cause or result in contractor’s failure to perform any requirement of the contract. Failure of performance shall include failure by contractor to fulfill the reporting requirements of the contract. Contractor’s contract may be terminated due to economic events that may have an adverse effect on the Office of Contract Counsel’s budget.

2.2.1 The County may terminate the contract as follows:

2.2.1.1 No Cause: Upon thirty days written notice to contractor.

2.2.1.2 For Cause: Immediately upon written notice to contractor.

2.2.2 Contractor may terminate this contract upon thirty (30) days written notice to the Contract Administrator. Contractor's termination of a contract(s) does not terminate contractor's duty to continue representing those cases/persons assigned to contractor prior to the effective date of termination. See paragraph 2.4.5 below.

2.3 NON-EXCLUSIVE STATUS

OCC may provide or receive the same or similar professional services through persons or firms other than contractor.

2.4 RESPONSIBILITIES OF CONTRACTORS

2.4.1 General Duties of Mitigation Specialists.

2.4.1.1 Contractor shall provide effective and timely services for the Client. However, mitigation services do not include time spent participating in jury selection or reviewing jury questionnaires.

2.4.1.2 Contractor shall contact the Client concerning the representation within 48 hours of receipt of a notice of appointment.

2.4.1.3 Contractor shall maintain regular contact with the Client until the representation ends. Representation ends at the time the notice of intent to seek the death penalty is withdrawn or dismissed; and

2.4.1.4 Contractor shall conduct such interviews and investigation as are reasonable and necessary to the development, reporting and presentation of mitigation evidence.

2.4.2 Assignment of Cases. Contractor will be assigned to cases pursuant to this Contract as selected by the Contract Administrator. Contract does not guarantee any minimum assignment of cases or any minimum compensation.

A mitigation specialist may be assigned to assist an individual who is representing himself or herself before the court if the court has determined that a mitigation specialist should be appointed. In such a case, the mitigation specialist will be directed by the self-represented client and not by an attorney. The mitigation specialist is nonetheless responsible for complying with the terms and conditions of this contract as if the person was not acting as his or her own lawyer.

In the event a contractor becomes unable to complete an assignment and is allowed to withdraw from an appointment, contractor shall immediately report the circumstances of the withdrawal to OCC so that OCC may appoint a replacement contractor. OCC may require contractor to return any unearned payment for the representation.

In the event a Court removes contractor from representation for any failure of performance relating to the representation, contractor shall reimburse the County for any payment made to contractor relating to the representation and provide a written explanation of the failure of performance.

2.4.3 Accept Assignments. Contractor shall accept all assignments made by the Contract Administrator unless Contractor is not ethically permitted to accept the assignment.

2.4.4 Replacement Representation. In the event Contractor becomes unable to complete an assignment and is allowed to withdraw, Contractor immediately shall report the circumstances to OCC so that OCC may appoint a replacement. OCC will require Contractor to account for the time Contractor has actually expended and to return any payment for the assignment when appropriate.

2.4.5 Continuing Representation. Contractor has a continuing duty to represent Clients until the court has terminated the representation. Termination of a contract(s) by either Maricopa County or the Contractor does not terminate Contractor's duty to provide services in those cases assigned prior to the effective date of termination. Maricopa

County will not compensate Contractor for services rendered after termination or expiration of the Contract absent extraordinary circumstances.

- 2.4.6 Contractor Withdrawal from Case. Contractor agrees to work on all assignments except where ethically prohibited from doing so. If such an ethical prohibition arises, contractor will notify assigned counsel of the conflict for appropriate action.
- 2.4.7 Termination of Assignment. Contractor's duties with regard to an assignment under this contract continue until the authorized hours are expended or the assignment is concluded - whichever occurs first. If a contractor exceeds the authorized hours, OCC is under no obligation to ratify contractor's conduct and contractor may not require OCC's retroactive approval of any unauthorized work hours.
- 2.4.8 Removal for Failure of Performance. In the event a Court removes Contractor from representation due to any failure of performance relating to the representation, Contractor shall reimburse the County for any payment made to Contractor relating to the representation and provide a written explanation of the failure of performance.
- 2.4.9 No Additional Compensation. Contractor may not solicit or accept private or additional compensation of any kind from any source including fees, costs or any other form of present or future compensation, in any matter that relates to or arises out of a pending assignment or representation.
- 2.4.10 Records and Reports. Contractor shall create and keep detailed and accurate time sheets, case logs, and final disposition records during the course of the representation. Contractor will report on a timely basis data and statistics periodically to the Contract Administrator in the manner prescribed by OCC. Failure to submit time sheets, case logs, and final disposition records in the time and manner specified by OCC will result in withholding compensation until the contractor is in compliance and may result in termination of the contract in the sole discretion of the Contract Administrator. Contractor shall make available for inspection and copying by the County all records and accounts relating to the work performed for the services provided under the Contract except any document that is privileged. Contractor shall safeguard confidential and privileged information in accordance with all applicable laws, rules, standards and regulations.
- 2.4.11 Cooperation. Contractor shall assist the County in monitoring Contractor's performance of the Contract. Contractor shall cooperate with other OCC contractors and staff and shall carefully plan in order to perform duties under this contract timely and effectively. Contractor shall not commit or permit any act that will interfere with the performance of work by the Contract Administrator, any Contract Attorney or their staffs. Contractor shall notify OCC if any non-contractor performs services behalf of a client.
- 2.4.12 Substitute Performance. This is a personal services contract between Contractor and the County. Contractor may substitute performance only with prior written consent of the Contract Administrator. No prior substitute performance agreements, verbal or written, are ratified, recognized or accepted by OCC simply because a previous Contract Administrator gave verbal or written consent to such agreements. Any previous consent to such agreements is revoked. Contractor may provide a substitute performance only in the event Contractor is ill, on approved vacation, or otherwise physically unable to appear at any court proceeding. Notwithstanding the foregoing, Contractor shall remain primarily responsible for the performance of the Contract.
- 2.4.13 Requests for Expenditures. Contractor shall submit for approval by the Contract Administrator all requests for payment of expert witness fees, travel expenses, publication of legal notices, social worker fees, service of process (other than local service), court transcript fees and other reasonable and necessary expenditures. Contractor may not incur any expense for the account of the County without prior written approval of the Contract Administrator. Failure to obtain prior approval will result in non-payment for the expenditure and the debt shall become the personal responsibility of the contractor. A copy of the County's approval must be given to the approved experts, transcriptionist, investigators, newspapers, etc. for their billing purposes prior to the commencement of their work. If an approved expert, transcriptionist, investigator or any other person exceeds the OCC-approved amount for the expenditure, OCC is not

obligated to pay any such overage and the overage becomes the personal responsibility of the contractor. When billing for reimbursement, receipts for all expenses must be attached. All expenses must be approved by OCC prior to incurring the expense.

OCC will not reimburse Contractor for the cost of business overhead including: office supplies, secretarial or other staff services, transcripts of witness interviews or any other type of expense that involves the general cost of doing business including, but not limited to, long-distance telephone calls, unless approved in advance by the Contract Administrator as an extraordinary expense.

- 2.4.14 Appointment of Interpreters. Interpreters from the Office of Court Interpreters will be used for non-English-speaking Clients as necessary for all court proceedings and out-of-court matters.
- 2.4.15 Requests for Court Orders. Any request made of any Court for an order directing any action or payment by OCC or Maricopa County must be served upon the Contract Administrator in compliance with the Rules of Civil Procedure regarding notice.
- 2.4.16 Compliance with Law. Contractor shall comply with all laws, including rules and regulations, of all governmental and non-governmental accrediting and regulatory authorities, including the State of Arizona and any related licensing and administrative bodies. In the event that a license or privilege held by contractor is denied, suspended or not renewed by any licensing or administrative authority, on an interim or other basis, contractor must notify OCC immediately. Failure to give such notice will result in termination of contractor's contract.
- 2.4.17 Technological Equipment. **Contractor shall possess the following MANDATORY:**
 - 2.4.17.1 Desktop or laptop computer;
 - 2.4.17.2 Microsoft Windows Word, Excel and Adobe Reader;
 - 2.4.17.3 E-mail address; and
 - 2.4.17.4 Pager and/or cell phone.
- 2.4.18 Court Orders for additional compensation. In the event that a contractor files a motion with any Court for additional compensation that otherwise would not be covered under the contract, contractor must timely serve a copy of the motion upon OCC in compliance with the Rules of Civil Procedure regarding notice. Failure to give OCC notice of a motion for additional compensation on a timely basis will result in either suspension or termination of the contract.
- 2.4.19 Monthly Case Logs. All logs must be returned by mail, or by the Internet if operational, to OCC by the designated date. This information includes all changes to case dispositions, hours-to-date and possible credits. Failure to submit Case Logs by the designated date will result in the withholding of contractor's monthly contract payment, or other payments made by the department on a case-by-case basis, until such documentation is submitted and may result in the termination of the contract.
- 2.4.20 Billing period. Any case reported to OCC that is six (6) months old or older from the date of appointment will not be compensated by OCC. In addition, no service performed by contractor that is six (6) months old or older will be paid by OCC. Such claims must be submitted to the Office of County Counsel of the Maricopa County Attorney's Office.

2.5 AVAILABILITY OF FUNDS

Contractor and the County acknowledge that the continuation of any contract after the close of the County's fiscal year (on June 30 of each year) is contingent upon the approval of a County budget that identifies such contract as an authorized expenditure. The County does not represent that any budget item will be adopted. The approval of contract funding is the exclusive province of the County Board of Supervisors at the time of the adoption of the County's annual budget.

2.6 INDEPENDENT CONTRACTOR

2.6.1 Contractor's relationship to the County shall be as an independent contract and not as an employee.

2.6.2 This contract does not constitute, create, give rise to or otherwise recognize a joint venture, partnership, agency or employment relationship. The rights and obligations of the Parties shall be only those expressly set forth in the contract.

2.6.3 No persons supplied by contractor in the performance of obligations under the contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue for the benefit of such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, other employee benefits and all taxes and premiums relating to such persons, and shall save and hold the County harmless with respect to those obligations in the event of a claim for one or more of them is brought against Maricopa County.

2.7 RIGHTS IN DATA

The County shall have the use of data and reports resulting from the contract without cost or other restriction. The County shall have complete discretion to create or prepare reports or compilations of data relating to the contract. The data and reports or compilations of data are public records under Arizona law.

2.8 AMENDMENTS

All amendments to the Contract must be in writing, signed by both parties, and approved by the Maricopa County Materials Management. In the event contractor becomes temporarily unable to perform the contract, the Contract Administrator and contractor shall make reasonable efforts to temporarily suspend payment under the contract.

2.9 STRICT COMPLIANCE

Acceptance by OCC of performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of any term, including strict compliance with all other terms.

2.10 LAWS, RULES AND REGULATIONS

Performance under the contract shall be accomplished in conformity with all applicable laws, ordinances, rules, regulations, and zoning restrictions.

2.11 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Contractor, in the performance of the contract, will not discriminate against any person based on race, religion, sex, national origin, or disability.

2.12 RETENTION AND ADEQUACY OF RECORDS

Contractor agrees to retain all books, records, and other documents relevant to the contract for six (6) years after final payment or until after the resolution of any audit questions, whichever is longer. County, state or federal auditors, and any other persons duly authorized by the County, shall have full access to, and the right to examine, copy and make use of all such materials.

OCC will not pay for costs associated with the mailing transmission, transport, or delivery or storage or any documents, records or files relating to, or arising from this contract.

2.13 AUDIT AND AUDIT DISALLOWANCE

Contractor shall reimburse the County for any service or expenditure that is not sufficiently documented in Contractor's files, books, records and other documents. In the event the County disallows any payment or request for payment pursuant to this section, OCC shall notify contractor in writing of the disallowance and the required course of action relating to the disallowance. OCC may recover from contractor any sums due through an action at law or as a setoff or counterclaim.

2.14 DISPUTES

Except as otherwise provide by law, any dispute arising under the contract shall be processed according to the procedures identified in the Maricopa County Procurement Code, Section MC1-906.

2.15 CLAIMS FOR PAYMENT

Contractor must submit an original *Invoice in Support of Request for Warrant* on the form prescribed by the County for payments. Invoices submitted more than six (6) months after the conclusion of the appointment must be submitted to County Attorney's Office, Division of County Counsel, as a claim against Maricopa County.

If OCC disallows a portion of any claim, the claim shall be processed for the reduced amount. If the contractor protests the amount or the reason for disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

2.16 WAIVER OF CLAIMS

Contractor accepts the compensation provided in the Contract in lieu of any other claim, demand or request for payment or for additional compensation for the services that Contractor provides pursuant to the Contract.

Contractor's obligations, including the duty of continuing representation, under this section shall survive the termination or expiration of the Contract.

This section is not severable, in whole or in part, from any other provision of the Contract. In the event any portion of the Contract is construed as invalid or unenforceable, the Contract may be terminated in the sole discretion of the Contract Administrator.

2.17 GOVERNING LAWS

The Contract shall be governed and construed in accordance with the laws of the State of Arizona. Any action to enforce or interpret the Contract shall be litigated in the Maricopa County Superior Court only after the exhaustion of administrative remedies.

2.18 SECURITY AND PRIVACY

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such court order pertaining to the production of such information.

2.19 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

2.20 COMPLIANCE WITH APPLICABLE LAWS

The Parties shall use reasonable efforts to comply with all applicable federal and state laws, rules and regulations.

2.21 NOTICE

All notices, demands and other communications to be given or delivered pursuant to the Contract shall be in writing and shall be deemed delivered upon the following:

2.21.1 Personal delivery;

2.21.2 One (1) business day from the confirmed transmission by telecopier; or

2.21.3 Three (3) business days from deposit in the United States mail, registered or certified mail, return receipt requested, and postage prepaid to the Notice Address or to the last known address of the Party who is to be given notice.

2.22 RULES OF CONSTRUCTION

2.22.1 Incorporation of Definitions, Recitals and Exhibits. The Parties acknowledge the accuracy of the definitions and recitals set forth in the Contract. All exhibits to the Contract are incorporated into the Contract as if set out verbatim.

2.22.2 Merger. All prior and contemporaneous contracts, agreements, statements and understandings with respect to the subject matter of the Contract, if any, among the Parties, or their agents, are merged into the Contract, and the Contract shall constitute the entire agreement among the Parties.

2.22.3 Successors. The Contract shall be binding upon and inure to the benefit of, and shall be enforceable by, the successors, assignees and transferees of the Parties.

2.22.4 Third Party Beneficiaries; No Rights Conferred on Others. Any person who is entitled to indemnity (i) by the terms of the Contract or (ii) by operation of law, is a third party beneficiary of the Contract to the extent only that such status is necessary to fulfill or enforce the indemnification.

2.22.5 Severability; Blue Pencil. Each provision of the Contract shall be construed to preserve its validity and enforceability to the extent possible. If any provision of the Contract is declared void, invalid or unenforceable, the Party who would have enforced the provision may elect whether the provision shall be (i) modified to the extent necessary to make it valid and enforceable or (ii) excluded from the Contract.

2.22.6 Remedies Cumulative. Any remedy in the Contract is cumulative and is not exclusive of any other remedy nor does it limit any other legal or equitable remedy that may be available to any Party.

2.23 MISCELLANEOUS

2.23.1 Travel

All travel for contractors, lay witnesses or expert witnesses must be pre-approved and scheduled through OCC. If a car rental is necessary, OCC will ask that contractor supply

OCC with credit card information so that a vehicle may be reserved for contractor. OCC will work with contractor to make these arrangements.

2.23.2 Change of Address/Firm

Please advise OCC promptly in writing of any changes to telephone numbers, e-mail addresses and business addresses. If contractor's business changes its name, please remember that this will modify the contract contractor has with the Board of Supervisors. OCC asks that you notify OCC in writing, but also work with OCC by telephone, so OCC know who to pay and where to send the checks.

2.24 EFFECT

This Work Statement controls over any conflict with the General Provisions or Consideration sections of this contract.

2.25 DUTIES

In addition to the duties specified herein, contractor shall provide services only to those persons who have been found to be indigent by a trial or appellate court.

2.26 ASSIGNMENT OF CASES

OCC will compensate contractor on an hourly basis for each assigned client with an initial maximum allotment of approved hours.

2.27 COMPENSATION

2.27.1 LIMITED SCOPE OF RESPONSIBILITY.

2.27.1.1 OCC will not compensate contractor to:

2.27.1.2 Conduct interviews arranged by the prosecution including, but not limited to, those cases in which the defendant acts as his/her own lawyer;

2.27.1.3 Conduct interviews arranged by the defense including, but not limited to, those cases in which the defendant acts as his/her own lawyer;

2.27.1.4 Attend or participate in jury selection including reviewing jury questionnaires;

2.27.1.5 Attend or participate in trials unless it is for the actual time spent testifying as a witness; and

2.27.1.6 Attend or participate in pretrial conferences or hearings unless called as a witness.

2.27.2 OVERHEAD

OCC will not compensate contractor for various overhead costs associated with day-to-day business. These costs include: supplies, hourly fees for opening a file, items that are compensated through billable time, secretarial expenses, expenses for stationary, postage, envelopes, transmission by facsimile, parking and supplies, fees for issuing subpoenas charged by the Clerk of the Court, or other items that are an ordinary cost of doing business.

2.27.3 NO ADDITIONAL COMPENSATION

Contractor may not solicit or accept private or additional compensation of any kind, including additional hourly or flat fees from any source including family members or

friends of the client, in any matter that relates to or arises out of a pending assignment or representation.

2.27.4 This section specifies the amount of compensation that OCC shall pay contractor for the services provided pursuant to this contract.

2.27.4.1 If contractor terminates the contract prior to its expiration, contract will be responsible for the completion of cases assigned to him/her prior to the termination at the same rate the contract was previously compensated.

2.27.4.2 This is a three (3) year contract, with the 1st year defined as July 1, 2005 through June 30, 2006; the 2nd year period defined as July 1, 2006 through June 30, 2007; and the 3rd year period defined as July 1, 2007 through June 30, 2008.

2.27.4.3 This contract does not guarantee any minimum assignment of cases or any minimum compensation.

2.28 METHOD OF PAYMENT

2.28.1 **Hourly fees/compensation are predetermined and are not negotiable.** The parties shall calculate contractor's compensation in accordance with the following Schedule of Services and Fees:

2.28.1.1 Mitigation Specialists fees/compensation is predetermined at ~~\$55.00~~ \$40.00 per hour.

2.28.2 Subject to the availability of funds, OCC shall pay the above compensation after the first allotment of hours of work is conducted on the case and upon the receipt of an original signed Invoice in Support of Request for Warrant. In the event a contractor stops providing services, or is otherwise removed from further representation, prior to having earned the amount of his/her compensation, contractor will be required to refund to Maricopa County any overpayment.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

The contract begins on July 1, 2005 (the "Commencement Date") and expires on June 30, 2008, unless extended, amended or terminated consistent with the provisions of the contract.

3.2 RIGHT TO EXTEND CONTRACT:

The County may, at its option and with the approval of contractor, extend the term of the contract up to a maximum of three (3) additional one-year periods. Contractor shall be notified in writing by OCC of the County's intention to extend the contract period at least 30 calendar days prior to the expiration of the original contract period. Nothing herein shall be construed to guarantee that the County will subsequently extend or award a contract.

3.3 EVALUATION CRITERIA:

The evaluation of this Invitation for applications/review of qualifications will be based upon the following:

3.3.1 Qualifications

3.3.2 Experience

3.3.3 Determination of responsibility

3.4 TAX AND BENEFITS:

Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, unemployment insurance benefits, worker's compensation and other mandatory governmental obligations, if any, and any pension or retirement program. Contractor agrees to indemnify and hold the County harmless for any and all liability that the County may incur because of contractor's failure to pay such taxes or obligations, including any liability for any such taxes or obligations.

3.5 INDEMNIFICATION AND INSURANCE:

3.5.1 INDEMNIFICATION REGARDING MITIGATION SPECIALISTS

To the fullest extent permitted by law, and subject to all of the conditions set forth in the contract, the County shall defend, indemnify and hold harmless mitigation specialists only 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 acts, errors, omissions or mistakes relating to the performance of this contract. Maricopa County's duty to defend, indemnify and hold harmless a mitigation specialist shall arise in connection with any claim, damage loss or expense caused by any acts, errors, omissions or mistakes in the performance of this contract including any person for whose acts, errors, omissions or mistakes, the mitigation specialist may be legally liable.

The liability insurance, including coverage limits and exclusions, provided hereunder to mitigation specialists only, shall be provided by Maricopa County or through the Restated Declaration of Trust for Maricopa County, Arizona Self-Insured Trust Fund (the "Trust Agreement") as amended. Any rights to defense and indemnification granted to mitigation specialists are limited by the terms and conditions of the Trust Agreement and any applicable policy of insurance. Coverage and indemnification for punitive damages are specifically excluded and are the personal responsibility of mitigation specialists.

Maricopa County, through the Maricopa County Attorney's Office, shall provide mitigation specialists with a defense and legal representation in any covered matter. However, nothing contained in this section shall prohibit a mitigation specialist from retaining counsel, at no expense to Maricopa County, for advice or representation.

The County, its Risk Management Department and its Self Insurance Trust may defend or settle any claim or suit for which the County is providing coverage, and except where such settlement would require a payment of money by a mitigation specialist, consent to settlement is not required. However, the County will make reasonable efforts to consult and coordinate with a mitigation specialist prior to making and/or implementing any settlement decision involving monetary damages. Settlements involving injunctive or other equitable relief or involving a restriction, suspension or limitation upon any professional license of a mitigation specialist shall require the prior consent of Contractor.

Mitigation specialists agree that if named as a defendant in litigation, or identified in a written notice of claim, he/she will promptly notify the Maricopa County Department of Risk Management in writing of such claim or suit. The duty to notify under this paragraph applies whether or not the County is claimed to be involved, is named as a party to the matter or could be potentially liable as party. Failure to provide timely notice of any claims or suit may result in limitation or denial of benefits under the Trust Agreement.

3.5.1.1 Automobile Liability. All contractors shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to contractor's

vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this contract.

3.5.1.2 Workers' Compensation. All contractors shall carry 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, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

3.5.1.3 Professional Malpractice Coverage for Psychiatrists and Psychologists. Psychiatrists and psychologists must provide written evidence of a current certificate of insurance for errors and omissions (professional malpractice) coverage in an amount not less than \$250,000/\$500,000. Error and omissions insurance must remain in full force and effect during the entire term of the Contract. In the event such insurance is terminated, canceled, or suspended, the Contract Administrator shall be notified immediately in writing. Failure to provide proof of such insurance during any period of the contract shall result in its termination.

3.5.2 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this contract, contractor shall furnish the County with all applicable Certificates of Insurance, or formal endorsements as required by the Contract, issued by contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

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

If any policy of insurance expires during the life of the contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date of the policy.

3.5.3 CANCELLATION AND EXPIRATION NOTICE:

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

3.5.4 Prior to commencing work or services under this Contract, Contractor shall have all policies of insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that all 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. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN CANCELLATION OF THE CONTRACT.**

3.6 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 602-506-3274
(sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Sheri Zedek, Department Manager, Office of Contract Counsel, 602-506-1140

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.7 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled) and five (5) copies (labeled as "copy").
Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003.
A corporate official who has been authorized to make such commitments must sign bids.

3.8 REQUIRED **DOCUMENTS FOR SUBMITTAL:**

- 3.8.1 Letter of Interest
- 3.8.2 CV or resume, inclusive of work history that clearly identifies dates and responsibilities relevant to this solicitation, and which fully and clearly indicates compliance with Section 2.1.
- 3.8.3 Relevant copies of certificates/diplomas/residencies/board certifications, etc.
- 3.8.4 Attachment A Pricing Page.
- 3.8.5 Attachment B Agreement
- 3.8.6 Attachment C References.
- 3.8.7 Attachment D OCC Application

CONSTANCE CURTIN, 7264 E SAND HILLS RD, SCOTTSDALE, AZ 85255

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

PRICING SHEET NIGP CODE 9522301

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Compensation</u>
1.1 Mitigation specialist services as defined herein. Compensation is predetermined and is not negotiable. Submission of a response/application to provide services for this effort indicates acknowledgement and understanding of such.	\$55.00 \$40.00 /hour Effective May 01, 2007 Amendment #1

Terms: 5% 30 Net 31

Vendor Number: W000003683 X

Telephone Number: 480-473-7743

Contact Person: Constance Curtin

E-mail Address: kittyluv7264@aol.com

Contract Period: To cover the period ending **October 31, 2008.**

ALAN ELLIS, 5028 N 34TH ST, SUITE 3, PHOENIX, AZ 85018

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

PRICING SHEET NIGP CODE 9522301

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Compensation</u>
1.1 Mitigation specialist services as defined herein. Compensation is predetermined and is not negotiable. Submission of a response/application to provide services for this effort indicates acknowledgement and understanding of such.	\$55.00 \$40.00 /hour Effective May 01, 2007 Amendment #1

Terms:	Net 30
Vendor Number:	W000003712 X
Telephone Number:	480-216-1957
Contact Person:	Alan Ellis
E-mail Address:	ellis@wiseearthpublishing.com
Company Web-Site:	www.wiseearthpublishing.com
Contract Period:	To cover the period ending October 31, 2008 2011.

CHRISTINE LAWRENCE, 7904 E CHAPARRAL RD, STE A-110-247, SCOTTSDALE, AZ 85250

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS
BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

PRICING SHEET NIGP CODE 9522301

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Compensation</u>
1.1 Mitigation specialist services as defined herein. Compensation is predetermined and is not negotiable. Submission of a response/application to provide services for this effort indicates acknowledgement and understanding of such.	\$55.00 \$40.00 /hour Effective May 01, 2007 Amendment #1

Terms: Net 30

Vendor Number: W000003572 X

Telephone Number: 480-946-9043

Contact Person: Christine Lawrence

E-mail Address: geremey@aol.com

Contract Period: To cover the period ending **October 31, 2008 2011.**

MAYBERRY MITIGATION SERVICES INC, 1887 W BLUEBIRD DR, CHANDLER, AZ 85248

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

PRICING SHEET NIGP CODE 9522301

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Compensation</u>
1.1 Mitigation specialist services as defined herein. Compensation is predetermined and is not negotiable. Submission of a response/application to provide services for this effort indicates acknowledgement and understanding of such.	\$55.00 \$40.00 /hour Effective May 01, 2007 Amendment #1

Terms: Net 30

Vendor Number: W000003616 X

Telephone Number: 602-628-5698

Fax Number: 480-722-2471

Contact Person: Tyrone Mayberry

E-mail Address: tymayberry@asualumni.org

Contract Period: To cover the period ending **October 31, 2008 2011.**

GILBERT NUNEZ, 3370 N HAYDEN ROAD #213, PMB #212, SCOTTSDALE, AZ 85251
7720 E HEATHERBRAE AVE #3, SCOTTSDALE, AZ 85251

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS
BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

PRICING SHEET NIGP CODE 9522301

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Compensation</u>
1.1 Mitigation specialist services as defined herein. Compensation is predetermined and is not negotiable. Submission of a response/application to provide services for this effort indicates acknowledgement and understanding of such.	\$55.00 \$40.00 /hour Effective May 01, 2007 Amendment #1

Terms: Net 30

Vendor Number: W000004127 X

Telephone Number: 480-227-4997

Contact Person: Gilbert Nunez

E-mail Address: gilbrtnz@aol.com

Contract Period: To cover the period ending **October 31, 2008 2011.**

RANDALL WALKER, 922 S GENTRY CIRCLE, MESA, AZ 85204

PRICING SHEET P080106/B0700045 (NIGP 95223)

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Compensation</u>
1.1 Mitigation specialist services as defined herein.	\$55.00 \$40.00/hour
— Compensation is predetermined and is not negotiable.	Effective May 01, 2007
— Submission of a response/application to provide services	Amendment #1
— for this effort indicates acknowledgement and	
— understanding of such.	

Terms: Net 30

Vendor Number: W000003965 X

Telephone Number: 602 809 4198

Fax Number: 480 892 9889

Contact Person: Randall Walker

E-mail Address: rwalkerretired@yahoo.com

Contract Period: To cover the period ending October 31, 2008.

CONTRACTOR CANCELLATION EFFECTIVE 8/04/07.

DAVID K WILCOX, PO BOX 12704, TEMPE, AZ 85284

PRICING SHEET P080106/B0700045 (NIGP 95223)

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Compensation</u>
1.1 Mitigation specialist services as defined herein.	\$55.00 \$40.00/hour
— Compensation is predetermined and is not negotiable.	Effective May 01, 2007
— Submission of a response/application to provide services for this effort indicates acknowledgement and understanding of such.	Amendment #1

Terms: Net 30

Vendor Number: W000004114

Telephone Number: 602 619 4164

Fax Number: 480 941 2028

Contact Person: David Wilcox

E-mail Address: dbwilcox@cox.net

Contract Period: To cover the period ending October 31, 2008.

CANCELLATION EFFECTIVITY 4/22/07

MICHAEL A. JONES, 1517 W. BOA VISTA DR, GILBERT, AZ 85233

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

PRICING SHEET NIGP CODE 9522301

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Compensation</u>
1.1 Mitigation specialist services as defined herein. Compensation is predetermined and is not negotiable. Submission of a response/application to provide services for this effort indicates acknowledgement and understanding of such.	\$55.00 Effective May 01, 2007 Amendment #1

Terms: Net 30

Vendor Number: W000009668 X

Telephone Number: 602-527-1765

Contact Person: Michael Jones

E-mail Address: maj1948@cox.net

Contract Period: To cover the period ending **October 31, 2008 2011.**

CONTRACT AWARD EFFECTIVITY 5/01/07.

MARIA DE LA ROSA, P. O. BOX 3350, GILBERT, AZ 85299 ~~15 N BOULDER ST, GILBERT, AZ 85234~~

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

PRICING SHEET NIGP CODE 9522301

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Compensation</u>
1.1 Mitigation specialist services as defined herein. Compensation is predetermined and is not negotiable. Submission of a response/application to provide services for this effort indicates acknowledgement and understanding of such.	\$55.00 Effective May 01, 2007 Amendment #1

Terms: Net 30

Vendor Number: W000010127 X

Telephone Number: 480-540-1247

Contact Person: Maria De La Rosa

E-mail Address: maria_d@cox.net

Contract Period: To cover the period ending **October 31, 2008 2011.**

CONTRACT AWARD EFFECTIVITY 7/01/07.

DANA M. GAVIN, PO BOX 6358, MESA, AZ 85216
45 W JEFFERSON ST STE 512, PHOENIX, AZ 85003

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS
BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

PRICING SHEET NIGP CODE 9522301

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Compensation</u>
1.1 Mitigation specialist services as defined herein. Compensation is predetermined and is not negotiable. Submission of a response/application to provide services for this effort indicates acknowledgement and understanding of such.	\$55.00 Effective May 01, 2007 Amendment #1

Terms: Net 60

Vendor Number: W000009908 X

Telephone Number: 480-593-2862

Contact Person: Dana Gavin

E-mail Address: azparalegal@msn.com

Contract Period: To cover the period ending **October 31, 2008.**

CONTRACT AWARD EFFECTIVITY 7/01/07.

CLAUDIA HOBAN, PO BOX 25485, TEMPE, AZ 85285

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

PRICING SHEET NIGP CODE 9522301

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Compensation</u>
1.1 Mitigation specialist services as defined herein. Compensation is predetermined and is not negotiable. Submission of a response/application to provide services for this effort indicates acknowledgement and understanding of such.	\$55.00 Effective May 01, 2007 Amendment #1

Terms: Net 30

Vendor Number: W000010083 X

Telephone Number: **480-766-2666**

Contact Person: Claudia Hoban

E-mail Address: claudiahoban@yahoo.com

Contract Period: To cover the period ending **October 31, 2008 2011.**

CONTRACT AWARD EFFECTIVITY 7/01/07.

STEPHEN M. JOHNSON, 1212 E OSBORN RD, PHOENIX, AZ 85014

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

PRICING SHEET NIGP CODE 9522301

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Compensation</u>
1.1 Mitigation specialist services as defined herein. Compensation is predetermined and is not negotiable. Submission of a response/application to provide services for this effort indicates acknowledgement and understanding of such.	\$55.00 Effective May 01, 2007 Amendment #1

Terms: Net 30

Vendor Number: W000009581 X

Telephone Number: 602-369-5037

Contact Person: Stephen Johnson

E-mail Address: bigsteve13502003@yahoo.com

Contract Period: To cover the period ending **October 31, 2008.**

CONTRACT AWARD EFFECTIVITY 7/01/07.

MICHELLE MCCLOSKEY MITIGATION SERVICES, PO BOX 50601, PHOENIX, AZ 85076-0601

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

PRICING SHEET NIGP CODE 9522301

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Compensation</u>
1.1 Mitigation specialist services as defined herein. Compensation is predetermined and is not negotiable. Submission of a response/application to provide services for this effort indicates acknowledgement and understanding of such.	\$55.00 Effective May 01, 2007 Amendment #1

Terms: Net 30

Vendor Number: W000003889 X

Telephone Number: 602-488-1294

Contact Person: Michelle McCloskey

E-mail Address: mmccloskey@cox.net

Contract Period: To cover the period ending **October 31, 2008 2011.**

CONTRACT AWARD EFFECTIVITY 7/01/07.

NORA SHAW INVESTIGATIONS, PO BOX 10656, PHOENIX, AZ 85064-0656

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

PRICING SHEET NIGP CODE 9522301

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Compensation</u>
1.1 Mitigation specialist services as defined herein. Compensation is predetermined and is not negotiable. Submission of a response/application to provide services for this effort indicates acknowledgement and understanding of such.	\$55.00 Effective May 01, 2007 Amendment #1

Terms: Net 30

Vendor Number: W000010119 X

Telephone Number: 602-265-2052

Contact Person: Nora Shaw

E-mail Address: nshawpi@cox.net

Contract Period: To cover the period ending **October 31, 2008 2011.**

CONTRACT AWARD EFFECTIVITY 7/01/07.

LEE BRINKMOELLER, P.O. BOX 21374, MESA, AZ 85277

1006 W. DRAGOON AVENUE, MESA, AZ 85210

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

PRICING SHEET NIGP CODE 9522301

PRICING:

<u>ITEM DESCRIPTION</u>	<u>Compensation</u>
1.1 Mitigation specialist services as defined herein. Compensation is predetermined and is not negotiable. <u>Submission of a response/application to provide services for this effort indicates acknowledgement and understanding of such.</u>	<u>\$55.00 /hour</u>

Terms: Net 30

Vendor Number: W000011783 X

Telephone Number: 480/495-7580

Contact Person: Lee Brinkmoeller

E-mail Address: lcjcdm3@msn.com

Contract Period: To cover the period ending **October 31, 2008 2011.**

CONTRACT AWARD EFFECTIVITY 03/13/08

CRF INVESTIGATIONS, INC, 3661 N. CAMPBELL AVENUE #371, TUCSON, AZ 85719-1527

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

PRICING SHEET: NIGP CODE 9522301

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Compensation</u>
1.1 Mitigation specialist services as defined herein. <u>Compensation is predetermined and is not negotiable.</u> <u>Submission of a response/application to provide services</u> <u>for this effort indicates acknowledgement and</u> <u>understanding of such.</u>	<u>\$55.00/hour</u>

Terms: Net 30

Vendor Number: W000011830 X

Telephone Number: 520/682-8572

Contact Person: Cheryl R. Fischer

E-mail Address: crf@earthlink.net

Contract Period: To cover the period ending **October 31, 2008.**

CONTRACT AWARD EFFECTIVITY 03/13/08

HOLLY K. WAKE, P.O. BOX 5069, GLENDALE, AZ 85312

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

PRICING SHEET: NIGP CODE 9522301

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Compensation</u>
1.1 Mitigation specialist services as defined herein. <u>Compensation is predetermined and is not negotiable.</u> <u>Submission of a response/application to provide services</u> <u>for this effort indicates acknowledgement and</u> <u>understanding of such.</u>	<u>\$55.00/hour</u>

Terms: Net 30

Vendor Number: W000010959 X

Telephone Number: 623/521-5222

Contact Person: Holly K. Wake

E-mail Address: hollykwake@yahoo.com

Contract Period: To cover the period ending **October 31, 2011.**

CONTRACT AWARD EFFECTIVITY 09/18/08