SERIAL 02115 RFP MANAGEMENT SERVICES, CORRECTIONS MANAGEMENT SERVICES (EXTERNAL REFEREE, INMATE GRIEVANCES-MCSO)

DATE OF LAST REVISION: March 09, 2006 **CONTRACT END DATE: March 31, 2008**

CONTRACT PERIOD THROUGH ~~MARCH 31, 2006~~ **MARCH 31, 2008**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **MANAGEMENT SERVICES, CORRECTIONS MANAGEMENT SERVICES (EXTERNAL REFEREE, INMATE GRIEVANCES-MCSO)**

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 **March 05, 2003.**

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/**mm**
Attach

Copy to: Clerk of the Board
Amie Bristol, MCSO
Kathy Sicard, Materials Management

(Please remove Serial 98068-RFP from your contract notebooks)

MANAGEMENT SERVICES, CORRECTIONS MANAGEMENT SERVICES (EXTERNAL REFEREE, INMATE GRIEVANCES-MCSO)

1.0 INTENT:

The intent of this solicitation is to define the scope of work for personnel, which will provide external referee services, to review inmate grievances, and make determinations for the Maricopa County Sheriff's Office. This is a requirements contract. The resultant contract will be awarded for a period of three (3) years. At this time, a maximum of three (3) contractor awards will be made. Maricopa County reserves the right to add additional contractors to this contract, as requirements may demand.

2.0 SCOPE OF WORK:

2.1 It is expected that the external referee will review each external grievance. Based solely, upon the documentation received, a determination will be made if a formal hearing is to be held. In addition, a formal hearing shall be held at the request of MCSO. The external referee is encouraged to conduct *one on one* interviews for investigative purposes during a formal hearing. A formal hearing shall include an on-site interview with the grievant. Issues to monitor closely for formal hearing consideration include, but are not limited to:

2.1.1 Possible excessive use of force by staff.

2.1.2 Violation of restraint policies.

2.1.3 Serious legal, medical or dental complaints.

2.1.4 Possible civil rights violation.

2.2 The contractor/referee(s) will render a decision in every case referred to him, and this decision will resolve all the issues raised by the inmate's grievances.

2.3 The contractor shall have *eighteen calendar days* from receipt of the external appeal form, to review the complaint, the attached appeals and responses and, if necessary, to schedule a hearing with notice given to both the facility and inmate of the date, time and place of the hearing. The contractor shall provide the inmate with a written response of his decision on the matter.

2.4 Contractor shall expedite the hearing review procedure whenever, in contractor's judgement, the situation threatens the immediate health or safety of the inmate and shall present his findings and recommendations, if any, to the inmate and other appropriate party(ies). The County shall advise the contractor on a timely basis, of any such circumstances, which it believes may exist.

2.5 Contractor shall only accept grievances referred through the Custody Support Bureau.

2.6 Contractor shall not accept grievances from one inmate submitted on behalf of other inmates or grievances pertaining to the handling of a disciplinary hearing.

2.7 At any formal hearing, the inmate shall be allowed to present his basis for appeal. The inmate may not be represented at the hearing by an attorney or other representative. Staff witnesses shall not be interrogated or cross-examined by the appealing inmate. Likewise, the appealing inmate shall not be interrogated or cross-examined by staff.

2.8 Contractor may continue a hearing if, in his judgement, further evidence or information from either the appealing inmate of the staff is required prior to rendering a decision.

2.9 Contractor shall be provided with a copy of Hart vs. MCSO amended judgement and a complete set of the Maricopa County Sheriff's Office Policy Manuals, and the Federal Court order covering Maricopa County Grievance Procedures. Contractors shall comply with this guidance in the conduct of their duties pursuant to this agreement.

2.10 Contractor, in a written response to the inmate, shall state whether or not in their opinion the inmate has been harmed and what the appropriate remedy shall be. Report shall contain findings, conclusion & recommendations and will also identify if the grievance is unfounded, exonerated, sustained, partially sustained or not sustained. The following definitions will be used in the report:

2.10.1 Unfounded: It has been determined that the allegation as stated in the grievance was not support by facts.

2.10.2 Exonerated: It has been determined that the matter grieved did occur, but the actions of the employee were lawful and proper.

2.10.3 Sustained: It has been determined that the matter grieved is support by sufficient evidence to justify a reasonable conclusion of validity.

2.10.4 Partially Sustained: It has been determined that a portion of this grievance has found to be factual, but mitigating circumstances were present which reduced the significance of the issue.

2.10.5 Not Sustained: It has been determined there is insufficient evidence to prove or disprove the allegations.

2.11 Contractor does not have the authority to recommend and/or order any disciplinary action against an employee of the Maricopa County Sheriff's Office.

2.12 The County, at its sole cost and expense, agrees to defend and hold vendor harmless from all claims, costs, fees and penalties arising out of acts and/or omissions performed in the capacity of vendor and within the scope of this agreement. This provision to indemnify shall cover the entire period of vendor's service, including claims that may be presented after the agreement terminates, so long as the claim related to acts and omissions alleged to have been committed pursuant to this agreement.

2.13 The County reserves all rights, privileges, discretion and prerogatives conferred upon the Sheriff by law with regard to the maintenance, management and administration of the Maricopa County Jails.

2.14 The County shall furnish the referee(s) with an appropriate facility in which to conduct said hearings. Contractors will be required to travel to any of the following Maricopa County Detention Facilities:

Durango Jail
3225 W. Gibson Lane
Phoenix AZ 85009

Estrella Jail
2939 W. Durango Street
Phoenix AZ 85009

Madison Street Jail
225 W. Madison
Phoenix AZ 85003

Towers Jail
3127 W. Durango Street
Phoenix AZ 85009

Avondale Jail
920 E. Van Buren
Avondale AZ 85323

Tent Facility
2939 W. Durango
Phoenix AZ 85009

Mesa Jail
1840 S. Lewis Drive
Mesa AZ 85210

2.15 CONTRACT RATE.

2.15.1 The County establishes the compensation rate. Funds for vendor services shall be paid by the Risk Management Trust Fund when the grievance/complaint concerns a matter which could be raised in Federal District Court under 42 U.S.C., 1983. When the complaint does not concern a matter which could be raised in Federal Court under 42 U.S.C., 1983, the funds for vendor services shall be paid by the Inmate Services Fund Appropriate Funds Source.

2.15.2 Compensation/fee rate is pre-determined at $45.00 per hour.

2.15.3 Mileage, which is approved by MCSO will be paid at the current county rate. Mileage will only be paid within the confines of Maricopa County.

2.15.4 Rate increases will be determined by the Maricopa County Sheriff's Office when the contract is evaluated for renewal each year.. Rate increases are at the discretion of the County and are not guaranteed.

2.16 EXPERIENCE AND QUALIFICATION STANDARDS.

This proposal requires a **minimum of four (4) years of experience** in processing jail/prison grievances. **Proposals for this solicitation shall be submitted using the following format.**

2.16.1 A resume listing professional qualifications and experience. The resume should highlight any suitable experience for this position. Examples include:

2.16.1.1 Experience in processing jail/prison grievances. List number of years and the type of experience.

2.16.1.2 Experience as an external referee judging jail/prison grievances. List number of years and the type of experience.

2.16.2 A listing of three professional references.

2.17 Respondents *may* be required to submit a writing sample, as part of the evaluation process. When required, vendors must submit a writing sample illustrating the ability to interpret and understand of Hart vs. MCSO. This writing sample should not exceed three pages.

2.18 Contractors may be required to meet with an evaluation committee as part of the evaluation process.

2.19 Contractors who have contact with inmates and/or records under the supervision or jurisdiction of the MCSO pursuant to this contract must submit to a security clearance and background check by MCSO. The background check may include a criminal records check. Background check will be carried out by MCSO at the County's expense. Security clearance process also includes a no cost security class. The jail entry badges will be created at this time also. The decision of the MCSO as to the eligibility of the employee for contact with inmates or records as stated above is final and is not appealable. Pursuant to state law, the information derived from the background check cannot be divulged to the vendor or any other unauthorized party.

2.20 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

3.0 **TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the **CONSULTANT** shall indemnify, and hold harmless the **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 **CONSULTANT'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **CONSULTANT'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **CONSULTANT** may be legally liable.

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.

For all other hazards, liabilities, and exposures:

To the fullest extent permitted by law, the **CONSULTANT** shall defend, indemnify and hold harmless the **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 resulting from the **CONSULTANT'S** work or services. **CONSULTANT'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONSULTANT**, anyone **CONSULTANT** directly or indirectly employs or anyone for whose acts **CONSULTANT** may be liable.

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.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to 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 therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **CONSULTANT**, or anyone directly employed by the **CONSULTANT** or anyone for whose acts **CONSULTANT** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY.**

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.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.3.2 INSURANCE REQUIREMENTS:

CONSULTANT, at **CONSULTANT'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.
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 the **COUNTY**, constitute a material breach of this Contract.

The **CONSULTANT'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of the **CONSULTANT'S** work or service.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

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

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

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.3.3 Commercial General Liability. **CONSULTANT** shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $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 including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, CG 20 10 11 85, and shall include coverage for **CONSULTANT'S** operations and products and completed operations.

3.3.4 Automobile Liability. **CONSULTANT** 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 **CONSULTANT'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.5 Workers' Compensation. The **CONSULTANT** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONSULTANT'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.

In case any work is subcontracted, the **CONSULTANT** will require the Subconsultant to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONSULTANT**.

3.3.6 Professional Liability. The **CONSULTANT** retained by the **COUNTY** to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the **CONSULTANT**, or any person employed by the **CONSULTANT**, with a limit of not less then $1,000,000 each claim.

3.4 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **CONSULTANT** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONSULTANT'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 **CONSULTANT'S** work or services and as evidenced by annual Certificates of Insurance.

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

3.5 CANCELLATION AND EXPIRATION NOTICE

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

3.6 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.7 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

Purchase Card Clarification.
Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.
The advantages of accepting the purchase card for payment are as follows.
1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.8 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Proposers are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

4.0 **CONTRACT TERMS & CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.3 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the

Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.4 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contract should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.5 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County, which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.6 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.7 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.

4.8 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.

4.9 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the PROPOSAL price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.10 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as proposed in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.11 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.12 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.13 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.14 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, 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.

4.15 ADEQUACY OF RECORDS:

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

4.16 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future

claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.17 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.18 RIGHTS IN DATA:

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

4.19 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 order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

4.20 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.21 VALIDITY:

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

4.22 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

4.23 FAILURE TO PROVIDE SERVICES:

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.24 DELIVERY:

It shall be the Contractor's responsibility to meet the County's requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.25 CHANGES:

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.26 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

COLT JR LLC, 85 MINGUS MOUNTAIN ROAD, SEDONA, AZ 86336

PRICING STEET S083702/B0604307 NIGP 95220

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: __X___YES _____NO

ACCEPT PROCUREMENT CARD: ___X__ YES _____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES _____ NO ___X___ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _____YES __X___NO

PRICING: SERVICES IN ACCORDANCE WITH SECTION 2.0, SCOPE OF WORK

COMPENSATION/HOURLY RATE IS PRE-DETERMINED AT $45.00 PER HOUR

APPROVED MILEAGE WILL BE PAID AT THE CURRENT COUNTY REIMBURSEMENT RATE

Vendor signature (REQUIRED), indicates agreement with the pre-determined hourly rate as referenced above

Clarence Beddome **01/23/2003**
Signature Date

Terms:	NET 30
Vendor Number:	**W000003516 X**
Telephone Number:	928/282-0940
~~Fax Number:~~	~~928/204-0780~~
E-mail Address:	~~beddome@sedona.net~~ **beddome@commspeed.net**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **MARCH 31,** ~~2006~~ **2008**

EDWARD J CASSIDY, 3029 W MCRAE WAY, PHOENIX, AZ 85027

PRICING STEET S083702/B0604307 NIGP 95220

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: __N/A___YES _____NO

ACCEPT PROCUREMENT CARD: ___X__ YES _____ NO If Applicable

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES _____ NO _____ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: __X___YES _____NO

PRICING: SERVICES IN ACCORDANCE WITH SECTION 2.0, SCOPE OF WORK

COMPENSATION/HOURLY RATE IS PRE-DETERMINED AT $45.00 PER HOUR

APPROVED MILEAGE WILL BE PAID AT THE CURRENT COUNTY REIMBURSEMENT RATE

Vendor signature (REQUIRED), indicates agreement with the pre-determined hourly rate as referenced above

Edward J.Cassidy **11/11/2002**
Signature Date

Terms:	NET 30
Vendor Number:	**W000003452 X**
Telephone Number:	623/780-3881
Fax Number:	623/780-3882
Certificates of Insurance	Required
Contract Period:	To cover the period ending **MARCH 31, ~~2006~~ 2008**

JAMES M GARITSON CONSULTANT, 1519 E MICHELLE DRIVE, PHOENIX, AZ 85022

PRICING STEET S083702/B0604307 NIGP 95220

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: __X___YES _____NO

ACCEPT PROCUREMENT CARD: _____ YES __X___ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES __X___ NO _____ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _____YES __X___NO

PRICING: SERVICES IN ACCORDANCE WITH SECTION 2.0, SCOPE OF WORK

COMPENSATION/HOURLY RATE IS PRE-DETERMINED AT $45.00 PER HOUR

APPROVED MILEAGE WILL BE PAID AT THE CURRENT COUNTY REIMBURSEMENT RATE

Vendor signature (REQUIRED), indicates agreement with the pre-determined hourly rate as referenced above

James M. Garitson **11/9/02**
Signature Date

Terms:	NET 30
Vendor Number:	**W000003299 X**
Telephone Number:	602/493-4012
Fax Number:	~~602/923-0555~~ **602/867-2082**
E-mail Address:	jim.g@mailstation.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **MARCH 31,** ~~2006~~ **2008**

~~2811 W. DEER VALLEY RD. APT 1083, PHOENIX, AZ 85027~~
~~JERRY W. SWATZELL, 19815 N 6TH PLACE, PHOENIX, AZ 85024-1000~~

~~PRICING STEET S083702/B0604307 NIGP 95220~~

~~WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: __X___YES _____NO~~

~~ACCEPT PROCUREMENT CARD: ___X__ YES _____ NO~~

~~REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES __X___ NO _____ % REBATE~~
~~(Payment shall be made within 48 hrs utilizing the Purchasing Card)~~

~~OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: __X___YES _____NO~~

~~PRICING: SERVICES IN ACCORDANCE WITH SECTION 2.0, SCOPE OF WORK~~

~~COMPENSATION/HOURLY RATE IS PRE-DETERMINED AT $45.00 PER HOUR~~

~~APPROVED MILEAGE WILL BE PAID AT THE CURRENT COUNTY REIMBURSEMENT RATE~~

~~Vendor signature (REQUIRED), indicates agreement with the pre-determined hourly rate as referenced above~~

~~*Jerry W. Swatzell*~~ ~~11/13/2002~~
~~Signature~~ ~~Date~~

~~Terms: NET 30~~

~~Vendor Number: G627017251 W000001502 X~~

~~Telephone Number: 623/869-9053 602/550-0150~~

~~E-mail Address: jerryswatzell@netzero.net~~

~~Certificates of Insurance Required~~

~~Contract Period: To cover the period ending MARCH 31, 2006~~

EFFECTIVE CANCELLATION DATE IS MAY 14, 2005.

BILL WILLIAMS, 7342 W. CANTERBURY DR., PEORIA, AZ 85345

PRICING STEET S083702/B0604307 NIGP 95220

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: __X___YES _____NO

ACCEPT PROCUREMENT CARD: __X___ YES _____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES __X___ NO _____ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: __X___YES _____NO

PRICING: SERVICES IN ACCORDANCE WITH SECTION 2.0, SCOPE OF WORK

COMPENSATION/HOURLY RATE IS PRE-DETERMINED AT $45.00 PER HOUR

APPROVED MILEAGE WILL BE PAID AT THE CURRENT COUNTY REIMBURSEMENT RATE

Vendor signature (REQUIRED), indicates agreement with the pre-determined hourly rate as referenced above

Bill Williams	**04/07/05**
Signature	Date

Terms:	NET 15
Vendor Number:	W000002300 X
Telephone Number:	623/978-0118
Fax Number:	623/979-0118
E-mail Address:	bill461@quest.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending **MARCH 31, ~~2006~~ 2008**

EFFECTIVE DATE OF CONTRACT AWARD IS 04/18/05.

RICHARD WILSON, 309 W. LOMA LANE, PHOENIX, AZ 85021

PRICING STEET S083702/B0604307 NIGP 95220

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: __X___YES _____NO

ACCEPT PROCUREMENT CARD: _____ YES ___X__ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES __X___ NO _____ %
REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: __X___YES _____NO

PRICING: SERVICES IN ACCORDANCE WITH SECTION 2.0, SCOPE OF WORK

COMPENSATION/HOURLY RATE IS PRE-DETERMINED AT $45.00 PER HOUR

APPROVED MILEAGE WILL BE PAID AT THE CURRENT COUNTY REIMBURSEMENT RATE

Vendor signature (REQUIRED), indicates agreement with the pre-determined hourly rate as referenced above

Richard Wilson **2/28/06**
Signature **Date**

Terms:	**NET 15**
Vendor Number:	**W000005909 X**
Telephone Number:	**602/809-2387**
Fax Number:	**602/943-2677**
E-mail Address:	**Richard.Wilson@pcmail.maricopa.edu**
Certificates of Insurance	**Required**
Contract Period:	**To cover the period ending March 31, 2008.**

EFFECTIVE DATE OF CONTRACT AWARD IS 03/09/06.