

**SERIAL 14061 ROQ ISLAMIC RELIGIOUS SERVICES - MCSO**

**DATE OF LAST REVISION: May 17, 2016**

**CONTRACT END DATE: December 31, 2017**

**CONTRACT PERIOD THROUGH DECEMBER 31, 2017**

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ISLAMIC RELIGIOUS SERVICES - 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 **December 11, 2014 (Eff. 01/01/15)**.

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.

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Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

AS/mm  
Attach

Copy to: Office of Procurement Services  
Sue Malinowsky, MCSO  
Amie Bristol, MCSO

(Please remove Serial 08115-ROQ from your contract notebooks)

**ABDUR-RAHIM AGIN FAREED, PO BOX 8645, PHOENIX, AZ 85066**

**SERIAL 14061-ROQ**

PRICING SHEET: NIGP CODE 96271

RESPONDENT NAME: Abdur-Rahim Fareed  
 VENDOR # : W000013682 X  
 RESPONDENT ADDRESS: 4037 W. Valleyview Dr., Lavin, AZ 85339  
 P.O. ADDRESS: \_\_\_\_\_  
 RESPONDENT PHONE #: 602/326-2962  
 RESPONDENT FAX #: \_\_\_\_\_  
 COMPANY WEB SITE: \_\_\_\_\_  
 COMPANY CONTACT (REP): Abdur-Rahim Fareed  
 E-MAIL ADDRESS (REP): [arfareed@aol.com](mailto:arfareed@aol.com)

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  YES  NO

ACCEPT PROCUREMENT CARD:  YES  NO

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

INTERNET ORDERING CAPABILITY:  YES  NO  % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  YES  NO

NET 10 Yes  \_\_\_\_\_

**1.0 PRICING:**

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>	<u>EXT. PRICE</u>
1.0 Islamic Religious Services	\$ <u>24.50</u>	\$ _____

Applicant/respondent/contractor signature below indicates full understanding and agreement with the pre-determined compension/fee/hourly rate stated. The stated hourly rate is firm and is not negotiable. Determination regarding adjustment to the stated hourly rate is at the discretion of the County/MCSO, see section 2.2.

Hourly rate is predetermined, by the County (MCSO), at \$24.50 per hour. Stated hourly rate is firm and not negotiable. Hourly rate is to cover review of religious diet requests, respond to Inmate Grievances, worship services and counseling, subject to acceptance and approval by the County of services rendered. (See section 2.2.1)

Abdur-Rahim Fareed 10-17-2014  
 SIGNATURE DATE

PRICING SHEET: NIGP CODE 96271

Terms: NET 10  
 Vendor Number: W000013682 X  
 Certificates of Insurance: Required  
 Contract Period: To cover the period ending **December 31, 2017.**

**NEW MEDINA MINISTRIES, LLC Adam A. Shabazz, 1434 LALOMAI, GLENDALE, AZ 85307**

**SERIAL 14061-ROQ**

PRICING SHEET: NIGP CODE 96271

RESPONDENT NAME: Adam A Shabazz- NEW MEDINA MINISTRIES LLC  
 VENDOR # : W0000014083 X 2011005619 0  
 RESPONDENT ADDRESS: 1434 Lalomai, Glendale, AZ 85307  
 P.O. ADDRESS: 1434 Lalomai, Glendale, AZ 85307  
 RESPONDENT PHONE #: (602) 826-9668  
 RESPONDENT FAX #: None  
 COMPANY WEB SITE: [www.newmedina.org](http://www.newmedina.org)  
 COMPANY CONTACT (REP): Adam A Shabazz  
 E-MAIL ADDRESS (REP): [imamshabazz@gmail.com](mailto:imamshabazz@gmail.com)

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  YES  NO

ACCEPT PROCUREMENT CARD:  YES  NO

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

INTERNET ORDERING CAPABILITY:  YES  NO  % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  YES  NO

NET 10 Yes X   x

**1.0 PRICING:**

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>	<u>EXT. PRICE</u>
1.0 Islamic Religious Services 24.50	<u>\$24.50</u>	<u>\$0</u>

Applicant/respondent/contractor signature below indicates full understanding and agreement with the pre-determined compensation/fee/hourly rate stated. The stated hourly rate is firm and is not negotiable. Determination regarding adjustment to the stated hourly rate is at the discretion of the County/MCSO, see section 2.2.

Hourly rate is predetermined, by the County (MCSO), at \$24.50 per hour. Stated hourly rate is firm and not negotiable. Hourly rate is to cover review of religious diet requests, respond to Inmate Grievances, worship services and counseling, subject to acceptance and approval by the County of services rendered. (See section 2.2.1)

 10/22/2014  
 SIGNATURE DATE

PRICING SHEET: NIGP CODE 96271

Terms: NET 10  
 Vendor Number: W000014083 X 2011005619 0  
 Certificates of Insurance Required  
 Contract Period: To cover the period ending **December 31, 2017.**

**ISLAMIC RELIGIOUS SERVICES - MCSO****1.0 INTENT:**

The intent of this Review of Qualifications is to identify qualified providers to procure the services of Islamic Religious Professionals. The qualified providers shall offer religious services to individuals incarcerated in the Maricopa County Jails. The Maricopa County Jails include Fourth Avenue, Lower Buckeye, Towers, Durango, Estrella and Tents. (addresses provided in Section 2.3) Maricopa County reserves the right to decide if this should be a multiple award contract and/or add additional providers to this contract, as requirements may demand.

**2.0 SCOPE OF WORK:****2.1 SERVICE REQUIREMENTS:**

- 2.1.1 Contractor shall certify, by submitting a response to this solicitation that the respondent is fully authorized to provide the services defined herein.
- 2.1.2 Contractor shall assist with resolving grievances as assigned by the staff chaplain.
- 2.1.3 As a primary duty, Contractor shall review requests for religious diets and shall respond to Inmate Grievances. Contractor shall provide religious services, religious instructions, and pastoral care to Maricopa County Jail inmates as required by the religious group organization represented by the Contractor.
- 2.1.4 Services shall be provided in accordance with a written schedule from the Sheriff's Custody Support Division Commander and/or Religious Services Section Commander. Each jail will be visited by the provider on a weekly basis. The remaining hours from Section 2.2.2, may be allocated to counseling as assigned by Custody Support Division Staff Chaplain.
- 2.1.5 Contractor shall provide said services on a basis that meets the religious needs of the offenders and as prescribed by the Sheriff's Custody Support Division Commander.
- 2.1.6 Contractor's activities shall be subject to the approval and supervision of the Sheriff's Custody Support Division Commander.
- 2.1.7 The County shall provide an available meeting place in the facility assigned to the Contractor for religious purposes.

**2.2 COMPENSATION/FEES:**

- 2.2.1 *Hourly rate is predetermined, by the County (MCSO), at \$24.50 per hour. Stated hourly rate is firm and not negotiable. (See pricing page Attachment A) Hourly rate is to cover review of religious diet requests, respond to Inmate Grievances, worship services and counseling, subject to acceptance and approval by the County of services rendered.*
- 2.2.2 Work schedule is currently twenty (20) hours per week, although the number of work schedule hours is subject to change based upon the needs of the County. The twenty (20) hours of service are provided any day(s) of the week and are between the hours of 0800 and 2000 (8 am – 8 pm).
- 2.2.3 No *mileage* allowance shall be provided.
- 2.2.4 Compensation/fee increases will be determined by the Maricopa County Sheriff's Department at the time of contract anniversary date. In no case will the contract rate increase exceed the current Consumer Price Index (CPI). Rate increases are at the discretion of the County and are not guaranteed.

- 2.2.5 Contractor shall submit a Maricopa County Sheriff's Contract Chaplain Report (invoice) by the tenth (10<sup>th</sup>) work day of each month for services rendered the previous month. The invoice shall reflect County contract number, as well as the date, time, and jail location for which services were provided. (Also outlined in section 2.10).
- 2.2.6 Any purchases of materials required by the Contractor to fulfill the terms of the contract *shall be approved in advance* by the County/MCSO through the Custody Support Division Commander and acquired in conformance with the County's Procurement Code which can be found on the following link:  
<http://www.maricopa.gov/procurement/pCode/default.aspx>
- 2.2.7 Contractor shall be responsible for any and all taxes, permit, or authorizations that may be required by laws of the federal, state, or local government.

2.3 SERVICE LOCATIONS:

Durango Jail  
3225 W. Gibson Lane  
Phoenix AZ 85009

Estrella Jail  
2939 W. Durango Street  
Phoenix AZ 85009

4<sup>th</sup> Avenue Jail  
201 S. 4<sup>th</sup> Avenue  
Phoenix, AZ 85003

Towers Jail  
3127 W. Durango Street  
Phoenix AZ 85009

Tent Facility  
2939 W. Durango  
Phoenix AZ 85009

Lower Buckeye Jail  
3250 W. Lower Buckeye Road  
Phoenix, AZ 85009

2.4 PRISON RAPE ELIMINATION ACT (PREA):

- 2.4.1 "Under the Prison Rape Elimination Act you will be required to undergo a criminal background records check, which includes being fingerprinted prior to starting any work and are authorizing the Sheriff's Office to conduct this procedure." See attached Acknowledgement form.
- 2.4.2 All Contractor's shall be subject to a criminal background records check, which includes being fingerprinted, before the Contractor can be authorized to perform services for the Sheriff's Office, in accordance with the PREA Standards.
- 2.4.3 All Contractors, who are contracted for five (5) or more years, shall be subject to a criminal background records check, which includes being fingerprinted, at least, every five (5) years, in accordance with the PREA Standards.

2.5 PREA TRAINING:

- 2.5.1 ALL Contractors' shall sign a Prison Rape Elimination Act (PREA) Acknowledgement Form, and ALL Contractors' will be required to attend mandatory PREA training each calendar year. Training will be administered by the Custody Support Division, prior to providing services to the Sheriff's Office.

2.6 SPECIAL REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES ON THE FOLLOWING JAIL PREMISES:

- 2.6.1 Contractor shall fully comply with all necessary rules and regulations of Maricopa County Jails relative to the provision of contracted services within the jail facilities. Any allegations of non-compliance with Maricopa County Jail rules, policy, and/or procedure, or other misconduct shall be subject to investigation. *Contractors under investigation may be denied access to the jail premises until such time as the investigation is complete.*

- 2.6.2 Every person entering the jail premises is subject to search in accordance with state law.
  - 2.6.3 Contractor shall be provided a copy of applicable state laws and County policy pertinent to the rules of contraband and illegal activity by the Sheriff's Custody Support Commander and/or Religious Services Section Commander.
  - 2.6.4 The Sheriff's Custody Support Commander and/or Religious Services Section Commander shall keep the Contractor fully informed of County policies, procedures, and activities that have bearing on the Contractor fulfilling assigned obligations under this Agreement, including all security requirements relative to the provisions of contracted services within a jail. The Contractor is required to inform the Sheriff's Custody Support Commander of any activities or changes in personal status that conflict with any MCSO policies, procedures, or detention regulations. The County shall coordinate all administrative processes regarding security clearance for the Contractor, to provide access to the designated County Jail.
  - 2.6.5 The County shall coordinate all administrative processes regarding security clearance for the Contractor, to provide access to the designated County Jail.
- 2.7 MCSO SECURITY/BACKGROUND CLEARANCE:
- 2.7.1 Jail Facility Access Security Clearance – All Service Contractor's (includes subcontractors) entering Maricopa County Sheriff's Office (MCSO) jail facilities are required to complete a security clearance and/or background check by the MCSO. The background investigation may include a criminal records background check. The background check will be carried out by the MCSO at the County's expense.
  - 2.7.2 All Contractors that work within/for the Custody Support Division shall have a badge provided to them upon successful completion of the background check. The badge must be displayed at all times in the jail facilities. The assessment by the MCSO, as to eligibility of the Contractor's employee, is final and is not appealable. Once a successful background is completed, each employee and the contracting company will be required to go through Volunteer Training,
  - 2.7.3 The Contractor shall be notified if their employee is approved to perform services at the MCSO facilities. Pursuant to state law, the information derived from the background check cannot be divulged to the contractor or any other unauthorized party. Final award of this contract may be contingent upon the Contractor's successful completion of the security clearance requirements.
  - 2.7.4 Contractor personnel shall have entry to detention or district facilities at the discretion of the Sheriff or his designee for the duration of the contract.
- 2.8 DETENTION AND SHERIFF'S OFFICE FACILITIES SECURITY GUIDELINES Effective: 01/28/2014

PART 1 – GENERAL ACCESS REQUIREMENTS AND SECURITY BACKGROUND CHECKS

For the purpose of this procedure, the following terms shall apply

**Acceptable ID: Identification documents such as a driver's license, passport or military ID which contain at a minimum: date of birth, sex and either a clear photograph or a second numerical identifier, such as a Social Security number. If an Arizona Driver License number is not submitted, the applicant must submit to a digital photograph that will be used during the background investigation and for an ID card if appropriate.**

**Contractor Personnel:** Non-employees who provide services in any Sheriff's Facility on a regular or irregular basis. Contractor personnel shall have entry to detention or district facilities at the discretion of the Sheriff or his designee for the duration of the required work assignment.

Contractor personnel shall complete a Sheriff's Office Application for Jail Access and the Prison Rape Elimination Act forms prior to performing any services, or gaining access to any Sheriff's Office Facility. Application forms shall be completely and legibly filled out and signed. False statements shall be grounds for disqualifying the applicant. Application forms shall be submitted to the Volunteer Coordinator who will then forward the forms to the Sheriff's Office Records and ID Division for processing. Forms must be submitted to the Maricopa County Sheriff's Office Volunteer Coordinator in the Custody Support Division at least TEN (10) working days prior to the date required to access the facility. You can reach Bridget Mack at 602-876-7207 (Mon – Fri).

The information provided on the Maricopa County Sheriff's Office Application for Jail Access form will be used to conduct a criminal history check. Any resulting criminal history documentation will be forwarded to the Sheriff's Office Volunteer Coordinator, or his designee. It will be reviewed on a case by case basis to determine whether the applicant poses any risk to the safety of any persons, or to the security of any jail or facility.

Applicants must meet the following conditions to be approved by the Sheriff or his designee for access to Sheriff's Office Facilities:

- a. Be at least eighteen (18) years of age. There will be no exceptions.
- b. At least twelve (12) months must have elapsed since serving a term of probation or parole.
- c. If the ex-offender served a jail sentence as the result of a misdemeanor conviction, a minimum of twelve (12) months must have elapsed since last being incarcerated in any jurisdiction.
- d. If the ex-offender served a jail or prison term as a result of a felony conviction, access will be determined for programs on a case by case basis.

Contractor personnel who are approved after a criminal history check shall be issued a Sheriff's Office Volunteer Badge. The card remains the property of the Sheriff's Office and may be revoked if the following rules and regulations are not adhered to:

- a. The card shall be worn in plain view on the front of the shirt or on a chain around the neck at all times while in a Sheriff's Office facility.
- b. All personnel are required to submit to a search for contraband, if asked.
- c. Contractor personnel are prohibited from duplicating the card.
- d. Contractor personnel who lose their access cards shall report the loss to the Jail Commander or Sheriff's Office Volunteer Coordinator as soon as possible.
- e. Allowing another person to use the I.D. Card is prohibited.

Contractor's personnel who become involved in a criminal investigation during the contract period, either on the job or on their own time, must notify the Sheriff's Office Volunteer Coordinator within twenty-four hours. Contractor's personnel access may be subsequently suspended or revoked at the discretion of the Sheriff's office Volunteer Coordinator, Facility Commander/ District Commander or designee.

All concerns regarding contractor personnel should be forwarded to the Sheriff's Office Volunteer Coordinator. The services of any contractor may be reduced, postponed or discontinued for any of the following reasons:

- a. Violating these guidelines.
- b. Participating in unlawful or immoral conduct.
- c. Showing signs of an illness or condition that might interfere with the individual's ability to perform his duties or threaten the security, health or safety of anyone involved.

- d. Reporting to work with any odor of intoxicating beverage on their breath or while under the influence of any intoxicating beverage to any degree.
- e. Behaving in a manner which threatens the safety and security of the jail, staff or inmate.
- f. Unauthorized contact with inmates.
- g. Possession or use of any controlled substances, narcotics or hallucinogens, except when prescribed by a physician, for any illness or injury unless otherwise provided by the Arizona Revised Statutes §13-2501.
- h. Possession of any weapon on or near County property.
- i. Failure to follow the directions of a Sheriff's Office Staff.
- j. Being in an unauthorized area.
- k. Possession of tobacco products, including electronic cigarettes or pipes, alcohol, and weapons are strictly prohibited on jail premises.
- l. Under no circumstances will cell phone cameras be used without the express permission of the Jail Commander/District Commander or designee.
- m. Under no circumstances will MP3 players, radios, I-Pods or similar devices be permitted on to the facility.
- n. Contraband as defined in Arizona Revised Statute §13-2501.

The Sheriff's Office Volunteer Badge Card is to be used for no other purpose than to access the specific areas related to the individuals required duties. On completion or termination of services, the cardholder shall immediately return the card to the Jail Commander/District Commander, or the Sheriff's Office Volunteer Coordinator.

2.9 FACILITIES:

During the course of this Contract, the County will provide the Contractor with adequate workspace or such other related facilities as may be required by Contractor to carry out its obligations enumerated herein.

2.10 INVOICES AND PAYMENTS:

2.10.1 **The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 2.10.1.1 Company name, address and contact
- 2.10.1.2 County bill-to name and contact information
- 2.10.1.3 Contract Serial Number
- 2.10.1.4 County purchase order number
- 2.10.1.5 Invoice number and date
- 2.10.1.6 Payment terms
- 2.10.1.7 Date of service
- 2.10.1.8 Quantity (number of days or weeks)
- 2.10.1.9 Contract Item number(s)
- 2.10.1.10 Extended price
- 2.10.1.11 Jail Location
- 2.10.1.12 Arrival and completion time
- 2.10.1.13 Total Amount Due

**Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.**

2.10.2 All Invoices shall be emailed to MCSOAccountPayable@mail.maricopa.gov (PREFERRED) or mailed to MCSO Finance/Accounts Payable – 550 West Jackson Street, Phoenix, AZ 85003

2.10.3 **Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds**

**Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).**

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

2.11 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in Response price.

2.12 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. 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.

2.13 INDEPENDENT CONTRACTOR:

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

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

2.13.3 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 to such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, workmen'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 responsibilities in the event of a claim for one or more of them is brought against Maricopa County.

2.14 CONTRACTOR LICENSE REQUIREMENT:

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

2.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

2.15 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.16 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This ROQ is for awarding a firm, fixed price requirements contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at its option and with the approval of the Contractor, renew the period of this Contract up to a maximum of three (3) additional years (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services 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 PRICE ADJUSTMENTS:

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

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

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

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

3.5 **INSURANCE:**

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

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

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

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

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

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

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

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

3.5.9 **Commercial General Liability:**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

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

3.5.12 Errors and Omissions Insurance:

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

3.5.13 Certificates of Insurance.

3.5.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.13.2 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 Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

3.5.14 Cancellation and Expiration Notice.

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

3.6 AMENDMENTS:

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

**3.7 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:**

- 3.7.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.
- 3.7.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.
- 3.7.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

**3.8 STRICT COMPLIANCE:**

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

**3.9 WAIVER OF CLAIMS:**

- 3.9.1 Contractor accepts the compensation provided in the Contract in lieu of any other claim(s), demand(s), request(s) or compensation for the services that Contractor provides pursuant to the Contract.
- 3.9.2 Contractor's obligations, including the duty of continuing representation, under this section shall survive the termination or expiration of the Contract.
- 3.9.3 Any dispute concerning the reasonableness or adequacy of the compensation under the Contract shall be resolved by reference to the value of the Contract as a whole and not by reference to a single case or to a portion of the cases that Contractor has performed under the Contract. The value of the Contract as a whole shall be determined by reference to the following factors:
  - 3.9.3.1 County's average cost per case for all the services provided by Contractor under the Contract, compared to the County's average cost per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate, and other Contract Attorneys; County's average cost per hour of services provided by Contractor under the Contract, compared to the County's average cost per hour for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys; and
  - 3.9.3.2 Contractor's average hours per case, compared to the average hours per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys.
- 3.9.4 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.

**3.10 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.

**3.11 ADDITIONS/DELETIONS OF SERVICE:**

3.11.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.11.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

**3.12 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

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

3.12.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

3.13.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and

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

3.13.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.13.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.14 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

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

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

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

3.15 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

3.16 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.