SERIAL 12049 RFP OUTSIDE AUDIT, COST ALLOCATION, GRANT/PROGRAM SUPPORT AND OTHER CONSULTING SERVICES - Protiviti Inc.

DATE OF LAST REVISION: August 27, 2015 **CONTRACT END DATE: August 31, 2018**

CONTRACT PERIOD THROUGH AUGUST 31, ~~2015~~ 2018

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **OUTSIDE AUDIT, COST ALLOCATION, GRANT/PROGRAM SUPPORT AND OTHER CONSULTING SERVICES**

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 **August 08, 2012.**

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

_____
Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

BW/at
Attach

Copy to: Office of Procurement Services
John Lewis, Finance Department
Ross Tate, Internal Audit

(Please remove Serial 06031-RFP from your contract notebooks)

CONTRACT PURSUANT TO RFP

SERIAL 12049-RFP

This Contract is entered into this eighth day of August, 2012 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Protiviti, Inc, a Delaware corporation ("Contractor") for the purchase of various consulting services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of Three (3) years, beginning on the day of August 8th, 2012 and ending the day of August 31st, ~~2015~~ **2018.**

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of Three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 TASK ORDERS

Projects under this contract will be awarded by Task Orders. Vendors will be notified when need or work arises within their category, and they will be given time to respond to the Task Order requirements with their proposed work plan, staff and price. The vendor that best meets the need of the county will be awarded the Task Order. This contract does not guarantee award of any Task Order. The county reserves the right to select any qualified vendor under this contract for Task Orders valued under $25,000 without competition, as long as the work is clearly defined as a onetime need and is approved by the Office of Procurement Services.

3.0 FEE ADJUSTMENTS:

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

4.0 PAYMENTS:

4.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

4.2 Payment shall be made upon the County's receipt of a properly completed invoice.

4.3 INVOICES:

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

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

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

4.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (E7FT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

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

5.0 AVAILABILITY OF FUNDS:

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

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

6.0 DUTIES:

6.1 The Contractor shall perform all duties stated in Exhibit “B”, or as otherwise directed in writing by the Procurement Officer.

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

7.0 TERMS and CONDITIONS:

7.1 INDEMNIFICATION AND LIMITATION OF LIABILITY:

7.1.1 To the fullest extent permitted by law, each party ("Indemnifying Party") shall defend, indemnify, and hold harmless the other party, its agents, representatives, officers, directors, officials, and employees ("Indemnitees") from and against all claims, actions and proceedings ("Claims"), and any resulting settlement amounts, damages, costs, losses and expenses, including, but not limited to, reasonable attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, ("Claim Costs"), for any death, bodily injury or tangible, physical property damage to the extent relating to, arising out of, or alleged to have resulted from the negligent or intentionally wrongful acts errors, omissions, mistakes or malfeasance of the Indemnifying Party, as well as any person or entity Indemnitee may be legally liable 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 attributable to bodily injury, sickness, disease, dealth, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, 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.

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

7.1.3 The scope of this indemnification does not extend to any negligence or willful misconduct of any Indemnitee..

7.1.4 Notwithstanding anything else herein to the contrary, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Contract or any Purchase Order issued thereunder shall be limited to the amount of fees paid or owing to Contractor under the Contract or Purchase Order giving rise to the actions(s), damage(s), claim(s), liability(ies), cost(s), expenses(s), and/or loss(es). In no event shall Contractor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). This section shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss asserted, whether in contract, statute, tort (including but not limited to negligence) or otherwise.

7.2 INSURANCE REQUIREMENTS:

7.2.1 **Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of 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.**

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

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

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

7.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor 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.

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

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

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

7.2.9 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.

7.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $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.

7.2.11 Workers' Compensation.

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

7.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by

the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

7.2.12 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than $1,000,000 for each claim.
7.2.11.3

7.2.13 Certificates of Insurance.

7.2.13.1 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.

7.2.13.2 **Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

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

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

7.2.14 Cancellation and Expiration Notice.

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

7.3 WARRANTY OF SERVICES:

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

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

7.4 INSPECTION OF SERVICES:

7.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work

performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

7.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

7.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at on increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

7.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

7.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

7.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

7.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

7.4.4.2 Terminate the Contract for default.

7.5 PROCUREMENT CARD ORDERING CAPABILITY:

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

7.6 INTERNET ORDERING CAPABILITY:

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

7.7 NOTICES:

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

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Protiviti, Inc.
4127 E Van Buren St, Ste 210
Phoenix, AZ 85008

7.8 REQUIREMENTS CONTRACT:

7.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will

be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

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

7.8.3 Purchase orders will be cancelled in writing.

7.9 TERMINATION FOR CONVENIENCE:

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

7.10 TERMINATION FOR DEFAULT:

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

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

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

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

7.11 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 the Contract. If the Contractor 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 Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

7.12 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.

7.13 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.

7.14 ADDITIONS/DELETIONS OF SERVICE:

7.14.1 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.

7.14.2 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.

7.15 RELATIONSHIPS:

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

7.16 SUBCONTRACTING:

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

7.17 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.

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

7.18.1 In accordance with section MCI 367 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.

7.18.2 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.

7.18.3 **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.**

7.19 AUDIT DISALLOWANCES:

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 and the required course of action, which shall be at the option of the County 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.

7.20 ALTERNATIVE DISPUTE RESOLUTION:

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

7.20.1.1 Render a decision;

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

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

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

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

7.21 SEVERABILITY:

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

7.22 RIGHTS IN DATA:

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

7.23 INTEGRATION:

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

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

7.24.1 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.

7.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.23.1 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.

~~7.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~7.25.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~7.25.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

7.26 CONTRACTOR LICENSE REQUIREMENT:

7.26.1 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.

7.26.2 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 posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

7.27 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

7.27.1 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:

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

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

7.27.1.3 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

7.27.1.4 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.

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

7.27.3 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.

7.28 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other government entities within Arizona, for services of the same scope and skill.

7.29 MISCELLANEOUS CONTRACTOR REQUIREMENTS:

7.29.1 Hourly rates are to be all inclusive to include general office supplies, faxes, local travel expenses and general administrative functions. Local travel is defined as a 50 mile radius within the address of 301 W. Jefferson St., Phoenix, Arizona 85003.

7.29.2 Unless previously approved in writing by the County, no payment shall be made for miscellaneous charges for ordinary and customary services (i.e., copying, printing, mileage, parking, courier charges, telephone or fax charges). Such charges are considered overhead and are part of the hourly rates agreed to,. (See attachment A).

7.29.3 All costs over $500.00 must be pre-approved.

7.30 GOVERNING LAW:

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

7.31 ORDER OF PRECEDENCE:

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

7.32 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:

7.32.1 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,

7.32.2 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.

7.33 INCORPORATION OF DOCUMENTS:

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

7.33.1 Exhibit A, Pricing;

7.33.2 Exhibit B, Scope of Work;

7.33.3 Exhibit C, Office of Procurement Services Contractor Travel and Per Diem Policy.

7.34 **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.

7.35 **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.

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

CONTRACTOR

AUTHORIZED SIGNATURE

ALEX ROBISON MANAGING DIRECTOR

PRINTED NAME AND TITLE

4127 E VAN BUREN ST. SUITE 210 PHOENIX, AZ 85008

ADDRESS

8/8/12

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS

AUG 20 2012

DATE

ATTESTED:

CLERK OF THE BOARD 080812

AUG 20 2012

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

Aug 15 2012

DATE

EXHIBIT A
PRICING

SERIAL 12049 -RFP

NIGP CODE:91858

COMPANY NAME: Protiviti, Inc.

DOING BUSINESS AS (DBA) NAME: Protiviti, Inc.

MAILING ADDRESS: 4127 E. Van Buren St., Suite 210, Phoenix, AZ 85008

REMIT TO ADDRESS: 4127 E. Van Buren St., Suite 210, Phoenix, AZ 85008

TELEPHONE NUMBER: 602-273-8000

FACSIMILE NUMBER: 602-267-7734

WEB SITE: www.protiviti.com

REPRESENTATIVE NAME: ~~Alex Robison~~ **Eric Groen**

REPRESENTATIVE PHONE NUMBER: ~~602-273-8022~~ **602-273-8041**

REPRESENTATIVE E-MAIL: **eric.groen@protiviti.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) N/A % OF TOTAL BID AMOUNT

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING. PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

[X] NET 30 DAYS

1.0 PRICING:	Year 1	Year 2	Year 3	**Year 4**	**Year 5**	**Year 6**	
				****EFFECTIVE 09/01/15****			
1.1 CONSULTANT	$95	$95	$95	**$130**	**$136**	**$143**	PER HOUR
1.2 SENIOR CONSULTANT	$130	$130	$130	**$165**	**$174**	**$182**	PER HOUR
1.3 MANAGER / SR MANAGER	$180	$180	$180	**$200/ $250**	**$210/ $241**	**$220/ $253**	PER HOUR
1.4 DIRECTOR / MANAGING DIRECTOR	$320	$320	$320	**$320/ $380**	**$336/ $399**	**$353/ $419**	PER HOUR

EXHIBIT B

SCOPE OF WORK

8.0 SCOPE OF WORK/QUALIFICATIONS FOR GENERAL AUDIT SERVICES:

Statements of Qualification will be considered for the full range of audit assistance areas related to the needs of county government, including, *but not limited to*:

8.1 Qualifications will vary depending on the audit and may include various areas within county governments and government contractors. Provide relevant audit documentation, which may include risk assessment, audit program (audit steps/procedures); lead sheets that include the finding, criteria, condition, effect, cause, and recommendation; and audit report.

8.2 Present or assist in presentation of audit results and related information to audited County agency.

8.3 Document preparation and other audit services on behalf of Internal Audit Department.

8.4 Collective qualifications for general audit services should include:

8.4.1 Minimum of two years audit/consulting experience for staff and/or senior level auditors/consultants performing the work.

8.4.2 Management must provide appropriate supervision and review work of staff and senior level auditors/consultants

8.4.3 Certified Public Accountant (CPA), Certified Internal Auditor (CIA)certification preferred

8.4.4 Knowledge of and experience with government auditing standards and good practices

8.4.5 Prior government and County audit experience preferred.

9.0 SCOPE OF WORK/SERVICES REQUESTED FOR CONSTRUCTION AUDIT SERVICES:

9.1.1 Construction Audits

Analysis of key construction and renovation business processes and procedures in place to manage County risks that include testing process and operation effectiveness; assessing business, financial, and change order controls; verifying contract compliance; reviewing contractor cost records and charges; and evaluating project management. The audit areas may include but is not limited to the following:

1.0 Construction Projects from preconstruction services to completion and close out

2.0 Construction Contracts/Procurement including intergovernmental agreements

3.0 Other audit services as needed and deemed appropriate

9.1.2 Provide relevant audit documentation including risk assessment, audit work program (audit steps/procedures); lead sheets that include the finding, criteria, condition, effect, cause, and recommendation; and audit report.

9.1.3 Present or assist in presentation of audit results and related information to audited County agency.

9.1.4 Document preparation and other audit services on behalf of Internal Audit Department.

9.1.5 Collective Qualifications as a team:

1.0 Minimum of 5 years of Construction and Contract Audit experience, with two (2) years in a local government construction environment;

2.0 Appropriate professional certification such as Certified Public Accountant (CPA), Certified Management Accountant (CMA), Certified Internal Auditor (CIA), Certified Construction Auditor (CCA), etc. or Masters in Business Administration (MBA) is preferred;

3.0 Extensive knowledge of the construction industry, governmental contracts and projects, and government audit standards; and

4.0 Prior experience with major public projects and public works organization is preferred.

10.0 SCOPE OF WORK/SERVICES REQUESTED FOR INFORMATION TECHNOLOGY AND INFORMATION SYSTEM AUDIT SERVICES:

Statements of Qualification will be considered for the full range of audit assistance areas related to the needs of county government, including, *but not limited to*:

10.1.1 Information Technology and Information System Audits

This area involves analysis of the various information systems and technologies in use at the County and the internal controls and risk levels associated with each. Consultants will work jointly with the County's Internal Audit Department who will oversee and may participate in the assigned audit work. Many IT audits are performed in concert with other performance audits effecting specific County agencies. Other audits are performed as Countywide engagements and require contact with many different County agencies for the same audit. Focus for these engagements include:

1.0 Information Technology General Controls and Application controls testing to support contracted application audits. These audits are typically performed as part of a larger agency-wide performance audit.

2.0 Network Security audits. Examples of prior network security audits include reviews of data centers, web applications, wireless networks, and mobile devices.

3.0 Pre and Post Implementation Reviews. Evaluate critical project controls before and after large IT project implementations.

4.0 IT Risk Assessment. Inventory and risk analysis of the County's critical IT resources (systems and applications).

5.0 Other audit services as needed and deemed appropriate

10.1.2 Information Technology and Information System Auditor Qualifications

Some qualification may be tailored to the specific task order, however the following general qualifications are required for all IT audit consultants:

1.0 Management or supervisory level IT audit experience

2.0 Certified Information Systems Auditor (CISA) preferred

3.0 Working knowledge and deep understanding of applying COBIT, United States Government Accountability Office (GAO), GAO Federal Information System Controls Audit Manual (FISCAM), and Information Technology Infrastructure Library (ITIL) audit standards as appropriate audit criteria

4.0 Extensive experience with application control audits

5.0 Prior County IT audit experience preferred

11.0 SCOPE OF WORK/QUALIFICATIONS FOR GENERAL CONSULTING SERVICES

Statements of Qualification will be considered for the full range of operational areas related to the needs of county government, including, *but not limited to*:

11.1.1 Perform financial and operational evaluations of County operations and recommend performance improvements and corrective actions; provide assistance in implementing performance improvements and corrective actions.

11.1.2 Perform in-depth evaluations of Maricopa County departmental budgets relating to the delivery and management of services provided to the public and county employees, as well as reviews and analyses of current financial, service delivery and programmatic positions.

11.1.3 Perform reviews of operations and/or financial statements in order to issue a management letter/special report, which includes monitoring Government Accounting Standards Board (GASB) standards for compliance. This management letter must contain descriptions of any weakness in internal control structure, and recommendations for financial and program management improvements.

11.1.4 Perform auditing(not included above), accounting, and consulting services as required.

11.1.5 Define any critical fiscal and/or performance issues which arise during any consulting services and make recommendations for resolution.

11.1.6 Assess Maricopa County's current financial position as compared to its business plan; review and update of long range forecast with clear identification of underlying assumptions as well as the sensitivity of significant variables.

11.1.7 Facilitation of strategic planning sessions. This may include development or redesign of mission, vision, program goals, operational plans, performance measures, or other services as required.

11.1.8 Qualifications/SPE Certifications

1.0 All work to be performed as outlined in task orders at time of engagement.

2.0 Standard travel policy for all that complies with the county travel policy and is pre-approved.

3.0 Accounting and auditing work should be performed by and/or under supervision of/reviewed by Licensed CPA(Certified Public Accountant).

4.0 Financial, accounting, auditing and budgeting consultants should be familiar with federal OMB circulars relating to local government.

EXHIBIT C

OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY

1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.

2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov

2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.

2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.

3.0 Commercial air travel shall be reimbursed as follows:

3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.

3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.

3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.

4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.

4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.

4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)

4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.

4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.

4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.

5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts

PROTIVITI, INC., 4127 E. VAN BUREN ST., SUITE 210, PHOENIX, AZ 85008

PRICING SHEET: 91858

Terms:	NET 30
Vendor Number:	2011002159 0
Telephone Number:	~~602-273-8000~~ **602-273-8041**
Fax Number:	602-267-7734
Contact Person:	~~Alex Robison~~ **Eric Groen**
E-mail Address:	eric.groen@protiviti.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 31,** ~~2015~~ **2018.**