

SERIAL 13079 ROQ EXTERNAL REFEREES, INMATE GRIEVANCES FOR MCSO

DATE OF LAST REVISION: February 20, 2014 CONTRACT END DATE: August 31, 2016

AMMENDMENT #1 (DTD: 01/09/14) PLEASE CHANGES TO SECTION 2.7 AND 2.13, THE ADDITION OF SECTION 2.20, AND THE REMOVAL OF SECTIONS 3.4, 3.5.1 – 3.5.9, & 3.5.11 – 3.5.13.2

CONTRACT PERIOD THROUGH AUGUST 31, 2016

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **EXTERNAL REFEREES, INMATE GRIEVANCES FOR 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 **August 15, 2013**.

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

AS/ua
Attach

Copy to: Office of Procurement Services
Sue Malinowsky, MCSO

(Please remove Serial 07146-IGA from your contract notebooks)

BARBARA J PIIRINEN, 912 E CONSTITUTION DR, CHANDLER, AZ 85225

COMPANY NAME: Barbara J Piirinen
 DOING BUSINESS AS (DBA) NAME: Barbara J Piirinen
 MAILING ADDRESS: 912 E Constitution Dr, Chandler, AZ 85225
 REMIT TO ADDRESS: 912 E Constitution Dr, Chandler, AZ 85225
 TELEPHONE NUMBER: 602-317-3566
 FACSIMILE NUMBER: _____
 WEB SITE: _____
 REPRESENTATIVE NAME: Barbara J Piirinen
 REPRESENTATIVE TELEPHONE NUMBER: 602-317-3566
 REPRESENTATIVE E-MAIL: daihop@q.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

PAYMENT TERMS:

NET 15 DAYS

Title	Total	Description
	Price	
External Referee, Inmate Grievances per Section 2.0	\$125.00	Note:Fees/Compensation are pre-determined and are not negotiable. Contractor acknowledges by submitting a response that they have read, understand and will comply with this requirement. Approved mileage will be paid to Contractor per County travel and per diem policy.

PRICING SHEET: NIGP CODE 95221

Vendor Number: 2011003156 0
 Certificates of Insurance Required
 Contract Period: To cover the period ending **August 31, 2016.**

SCOTT FRYE, 15821 W CARMEN DR, SURPRISE, AZ 85374

COMPANY NAME: Scott Frye
 DOING BUSINESS AS (DBA) NAME: Scott Frye
 MAILING ADDRESS: 15821 W Carmen Dr, Surprise, AZ 85374
 REMIT TO ADDRESS: 15821 W Carmen Dr, Surprise, AZ 85374
 TELEPHONE NUMBER: 602 525-1733
 FACSIMILE NUMBER: _____
 WEB SITE: _____
 REPRESENTATIVE NAME: Scott Frye
 REPRESENTATIVE TELEPHONE NUMBER: 602 525-1733
 REPRESENTATIVE E-MAIL: ashtynsgpa@msn.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

PAYMENT TERMS:

NET 15 DAYS

Title	Total	Description
	Price	
External Referee, Inmate Grievances per Section 2.0	\$125.00	Note:Fees/Compensation are pre-determined and are not negotiable. Contractor acknowledges by submitting a response that they have read, understand and will comply with this requirement. Approved mileage will be paid to Contractor per County travel and per diem policy.

PRICING SHEET: NIGP CODE 95221

Vendor Number: 2011002632 0
 Certificates of Insurance Required
 Contract Period: To cover the period ending **August 31, 2016.**

EXTERNAL REFEREES, INMATE GRIEVANCES FOR MCSO

1.0 INTENT:

The intent of this solicitation is to define the scope of work for personnel that will provide external referee services, to review inmate grievances, and make determinations for the Maricopa County Sheriff's Office (MCSO). This is a requirements contract and award recommendations will be based upon a review and evaluation of the individual experience and qualifications provided by the applicant(s).

Multiple contract awards may be made, to fully meet the requirements of the MCSO. The County reserves the right to add additional contractors to this contract, as requirements may demand.

2.0 SCOPE OF WORK:

- 2.1 It is expected that the external referee will review each external grievance based solely upon the documentation received and a determination will be made if a formal hearing should be held.
- 2.2 A formal hearing shall be held at the request of MCSO.
- 2.3 The external referee shall conduct at least one formal hearing each calendar year.
- 2.4 The external referee shall conduct a one on one interview for investigative purposes during the formal hearing.
- 2.5 A formal hearing shall include an on-site interview with the grievant. Issues to monitor closely for formal hearing consideration include, but are not limited to:
 - 2.1.1 Possible excessive use of force by staff
 - 2.1.2 Violation of restraint policies
 - 2.1.3 Serious legal, medical or dental complaints
 - 2.1.4 Possible civil rights violation.
 - 2.1.5 Allegations of sexual abuse; Prison Rape Elimination Act (PREA)
- 2.6 The external referee will meet with the Bureau Hearing Unit upon request, at the location, date, and time established by the MCSO.
- 2.7 The contractor/referee(s) will render a decision in every case referred to him/**her**, and this decision will resolve all the issues raised by the inmate's grievances.
- 2.8 The contractor shall have *twenty-five (25) calendar days* from receipt of the external appeal form, to review the complaint, the attached appeals and responses and, if necessary, to schedule a hearing with notice given to the External Grievance Coordinator, the facility and inmate of the date, time and place of the hearing. The contractor shall provide the inmate and MCSO with a written response of their decision on the matter.
- 2.9 Contractor shall expedite the hearing review procedure whenever, in contractor's judgment, the situation threatens the immediate health or safety of the inmate and shall present their findings and recommendations, if any, to the inmate and other appropriate party (ies). The County shall advise the contractor on a timely basis, of any such circumstances, which it believes may exist.
- 2.10 Contractor shall only accept grievances referred through the Bureau Hearing Unit Commander.
- 2.11 Contractor shall not accept grievances from one inmate submitted on behalf of other inmates or grievances pertaining to the handling of a disciplinary hearing.
- 2.12 At any formal hearing, the inmate shall be allowed to present his basis for appeal. The inmate may not be represented at the hearing by an attorney or other representative. Staff witnesses shall not be interrogated or cross-examined by the appealing inmate. Likewise, the appealing inmate shall not be interrogated or cross-examined by staff.

- 2.13 Contractor may continue a hearing if, in their judgment, further evidence or information from either the appealing inmate ~~of~~ or the staff is required prior to rendering a decision.
- 2.14 Contractor shall be provided with a complete set of the MCSO Policy Manuals upon contract award. Contractors shall comply with this guidance in the conduct of their duties pursuant to this agreement.
- 2.15 Contractor, in a written response to the inmate, shall state whether or not in their opinion the inmate has been harmed and what the appropriate remedy shall be. The report shall contain findings, conclusion & recommendations and will also identify if the grievance is unfounded, exonerated, sustained, partially sustained or not sustained. The following definitions will be used in the report:
- 2.15.1 Unfounded: It has been determined that the allegation as stated in the grievance was not supported by facts.
- 2.15.2 Exonerated: It has been determined that the matter grieved did occur, but the actions of the employee were lawful and proper.
- 2.15.3 Sustained: It has been determined that the matter grieved is supported by sufficient evidence to justify a reasonable conclusion of validity.
- 2.15.4 Partially Sustained: It has been determined that a portion of this grievance has been found to be factual, but mitigating circumstances were present which reduced the significance of the issue.
- 2.15.5 Not Sustained: It has been determined there is insufficient evidence to prove or disprove the allegations.
- 2.16 Contractor shall not have the authority to recommend and/or order any disciplinary action against an employee of the MCSO.
- 2.17 The County, at its sole cost and expense, agrees to defend and hold Contractor harmless from all claims, costs, fees and penalties arising out of acts and/or omissions performed in the capacity of contractor and within the scope of this agreement. This provision to indemnify shall cover the entire period of Contractor's service, including claims that may be presented after the agreement terminates, so long as the claim related to acts and omissions alleged to have been committed pursuant to this agreement.
- 2.18 The County reserves all rights, privileges, discretion and prerogatives conferred upon the MCSO by law with regard to the maintenance, management and administration of the Maricopa County Jails.
- 2.19 The County shall furnish the referee(s) with an appropriate facility in which to conduct said hearings. Contractors will be required to travel to any of the following Maricopa County Detention Facilities:

Durango Jail
3225 W. Gibson Lane
Phoenix AZ 85009

Estrella Jail
2939 W. Durango Street
Phoenix AZ 85009

4th Avenue Jail
201 S. 4th 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

2.20 TRAINING

2.20.1 **ALL Contractors will be required to attend mandatory PREA training each calendar year. Training will be administered by the Bureau Hearing Unit, prior to providing services to the Sheriff's Officer.**

2.21 CONTRACT RATE

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

2.21.2 Compensation/fee rate is pre-determined at \$125.00 per grievance.

2.21.3 Mileage, *as approved by MCSO* will be paid at the current County rate per Exhibit 3. Mileage will only be paid within the confines of Maricopa County.

2.21.4 Compensation/rate increases will be determined by the MCSO when the contract is evaluated per the renewal option term. Compensation/rate increases are at the discretion of the County and are not guaranteed.

2.22 EXPERIENCE AND QUALIFICATION:

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

2.22.1 A resume listing professional qualifications and experience. The resume should highlight any and all verifiable, appropriate experience for this contractor position. Examples include, but are not limited to:

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

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

2.22.2 A listing of three professional references.

2.23 Respondents *may* be required to submit a writing sample, as part of the evaluation process. This writing sample should not exceed three pages.

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

2.25 Contractors who have contact with inmates and/or records under the supervision or jurisdiction of the MCSO pursuant to this contract must submit to a security clearance and background check by MCSO. The background check may include a criminal records check. Background check will be conducted by MCSO at their expense prior to contract award. The jail entry badges will be created by MCSO. The decision of the MCSO as to the eligibility of the employee for contact with inmates or records as stated above is final and is not appealable. Pursuant to state law, the information derived from the background check cannot be divulged to the vendor or any other unauthorized party.

2.26 CONTRACTOR AWARD(S):

Contract awards shall be made only to individuals. No awards will be made to a “firm”, as this solicitation demands review of individual qualifications (Review of Qualifications).

2.27 FACILITIES:

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

2.28 INVOICES AND PAYMENTS:

2.28.1 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:

- 2.28.1.1 Company name, address and contact
- 2.28.1.2 County bill-to name and contact information
- 2.28.1.3 Contract Serial Number
- 2.28.1.4 County purchase order number
- 2.28.1.5 Invoice number and date
- 2.28.1.6 Payment terms
- 2.28.1.7 Date of service or delivery
- 2.28.1.8 Description of Purchase (product or services)
- 2.28.1.9 Mileage w/rate, location and time included (if applicable)
- 2.28.1.10 Name of inmate visited (if applicable)
- 2.28.1.11 Arrival and completion time (if applicable)
- 2.28.1.12 Total Amount Due

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

2.28.2 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>).

2.28.3 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.

2.29 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.

2.30 INDEPENDENT CONTRACTOR:

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

2.30.2 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.

2.30.3 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.

2.31 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.

2.32 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~~ **to remain in effect through the 31st day of August 2016.**

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 one (1) year terms (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 expiration date. 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. The County shall have the final decision regarding any price adjustment per section 2.16.4

~~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 A+. 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 shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.~~

~~3.5.8 The policies required hereunder, except Workers' Compensation 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~~ **\$1,000,000.00** 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 Professional Liability Insurance:~~

~~Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 for all (aggregate) claims~~

~~3.5.13 Certificates of Insurance:~~

~~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.**~~

~~3.5.13.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.~~

~~3.5.13.2 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.~~

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

3.6.1 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.

3.6.2 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 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.

3.8 WAIVER OF CLAIMS:

3.8.1 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.

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

3.8.3 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:

3.8.3.1 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

3.8.3.2 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.

3.8.4 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.

3.9 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.

3.10 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may/shall be considered non-responsive and not eligible for award consideration.

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 Contract.

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 3.20.1 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 CONTRACTOR LICENSE REQUIREMENT:

3.14.1 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.

3.14.2 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.

3.15 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:

3.15.1 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,

3.15.2 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.

3.16 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.