SERIAL 16120 RFP EMERGENCY PLANNING AND TRAINING SERVICES
Contract – Wiland Associates, LLC

DATE OF LAST REVISION: September 15, 2016 CONTRACT END DATE: September 30, 2017

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2017

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **EMERGENCY PLANNING AND TRAINING 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 **September 15, 2016.**

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.

Kevin Tyne

Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

AS/at
Attach

Copy to: Office of Procurement Services
Eugene See. Public Health

(Please remove Serial 12084-RFP from your contract notebooks)

CONTRACT PURSUANT TO RFP

SERIAL 16120-RFP

This Contract is entered into this 15th day of September, 2016 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Wiland Associates, LLC, an Arizona corporation ("Contractor") for the purchase of emergency planning, training, and exercise design and implementation services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of one (1) year, beginning on the 15th day of September, 2016 and ending the 30th day of September, 2017.

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 five (5) additional 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 sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current 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 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.

3.0 PAYMENTS:

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

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

3.3 INVOICES:

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. 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 or

- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

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

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (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).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 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.

3.3.6 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.4 APPLICABLE TAXES:

3.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.5 TAX: (SERVICES)

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 proposal price.

3.6 TAX (COMMODITIES):

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.7 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

3.7.1 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.

3.8 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.8.1 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

4.0 AVAILABILITY OF FUNDS:

4.1 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.

4.2 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.

5.0 DUTIES:

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

5.2 During the Contract term, County may 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.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses

(including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

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

6.2 INSURANCE**:**

6.2.1 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.

6.2.2 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.

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

6.2.4 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.

6.2.5 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. 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.

6.2.6 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.

6.2.7 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.

6.2.8 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, $4,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 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 $1,000,000 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 or use or maintenance of the Premises under this Contract.

6.2.10 Workers' Compensation:

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.
Contractor, its contractors and its subcontractors waive all rights against Contract 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, its contractors and its subcontractors pursuant to this Contract.

6.2.11 Certificates of Insurance:

6.2.11.1 Prior to Contract **AWARD,** 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.

6.2.11.2 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.

6.2.11.3 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.

6.2.11.4 **County shall be a Certificate Holder**

Before providing the services as defined herein, Developer shall furnish County with Certificates of Insurance evidencing coverage required by this Article. The certificates shall identify County as additional insured and shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All obligations for occurrence coverage shall survive termination of this Agreement. Other insurance policies required hereby shall expressly provide

that such policies shall not be canceled, terminated or materially altered without thirty (30) days prior written notice to County.

All insurance obligations of this Article shall survive termination of this Agreement.

It is understood that the County is "Self-Insured" and a Certificate of Insurance shall be provided by County upon approval of this Agreement by the Parties.

6.2.12 Cancellation and Expiration Notice:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 FORCE MAJEURE:

6.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.3.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.3.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.4 WARRANTY OF SERVICES:

6.4.1 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.

6.4.2 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.

6.5 INSPECTION OF SERVICES:

6.5.1 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.

6.5.2 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.

6.5.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

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

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

6.5.4 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:

6.5.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.5.4.2 Terminate the Contract for default.

6.6 REQUIREMENTS CONTRACT:

6.6.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

6.6.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.6.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.7 Background Check:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.8 Suspension of Work:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.9 Stop Work Order:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.9.1 Cancel the stop-work order; or

6.9.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.9.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

6.11 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.11.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.11.2 Make progress, so as to endanger performance of this contract; or

6.11.3 Perform any of the other provisions of this contract.

6.11.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any 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.

6.13 CONTRACTOR LICENSE REQUIREMENT:

6.13.1 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.

6.13.2 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.

6.14 SUBCONTRACTING:

6.14.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

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

6.15 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.

6.16 ADDITIONS/DELETIONS OF SERVICE:

6.16.1 The County reserves the right to add and/or delete materials and services 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 or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.16.2 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.

6.17 VALIDITY:

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 the Contract.

6.18 RIGHTS IN DATA:

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

6.19 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1 which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.20 ISRAEL BOYCOTT

By submitting this proposal the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 *et. seq*.

6.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.21.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

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

6.21.1.2 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;

6.21.1.3 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

6.21.1.4 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.

6.21.2 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.

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

6.22.1 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.

6.22.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.22.1 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.

6.23 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:

6.23.1 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,

6.23.2 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.

6.24 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS.

6.24.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

6.24.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.24.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold ($150,000 as of September 2013).

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

6.25.1 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.

6.25.2 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.

6.25.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

6.26 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.27 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 of the contract.

6.28 PUBLIC RECORDS:

Under Arizona law, 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 and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary 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 from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.29 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.30 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.

6.31 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.32 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

6.33 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.

6.34 INCORPORATION OF DOCUMENTS:

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

6.34.1 Exhibit A, Pricing;

6.34.2 Exhibit B, Scope of Work;

6.34.3 Exhibit B-1, Respondents Narrative

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:

Wiland Associates, LLC
ATTN: Mr. Richard Andring
P.O. Box 117
Selah, WA 98942

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

CONTRACTOR

AUTHORIZED SIGNATURE

RICHARD J. ANDRUS, PARTNER
PRINTED NAME AND TITLE

P.O. BOX 117, SELAH, WA 98942
ADDRESS

8/31/16
DATE

MARICOPA COUNTY

_____ _____
CHIEF PROCUREMENT OFFICER, DATE
OFFICE OF PROCUREMENT SERVICES

APPROVED AS TO FORM:

_____ _____
DEPUTY COUNTY ATTORNEY DATE

EXHIBIT A
PRICING

SERIAL 16120-RFP
NIGP CODE:99029

RESPONDENT'S NAME:	Wiland Associates LLC
COUNTY VENDOR NUMBER :	VC0000010088
ADDRESS:	P.O. Box 117
	Selah, Washington 98942
P.O. ADDRESS:	P.O. Box 117, Selah, Washington 98942
TELEPHONE NUMBER:	(509) 697-9773
FACSIMILE NUMBER:	(509) 697-9773
WEB SITE:	WilandAssociates.com
CONTACT (REPRESENTATIVE):	Richard J. Andring, Partner
REPRESENTATIVE'S E-MAIL ADDRESS:	Richard@WilandAssociates.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	[ ]	[ ]	%

PAYMENT TERMS
[X] NET 45 DAYS

1.0 PRICING:

1.1 SENIOR CONSULTANT	$	132.00	PER HOUR
1.2 CONSULTANT	$	108.00	PER HOUR
1.3 CLERICAL SUPPORT	$	68.00	PER HOUR

EXHIBIT B
SCOPE OF WORK

1.0 INTENT:

Maricopa County intends to enter into an agreement with numerous qualified outside contractors that, from time to time, may be called upon to provide services regarding a specific matter according to the terms fixed by the agreement. Specific projects will be awarded by Task Orders. Delivery of services as outlined in project specific scopes of work must be on a timeline approved by MCDPH or as provided in the task order scope of work. Vendors will be notified when need or work arises and they will be given time to respond to the Task Order with their proposed work plan, staff, and price. The vendor that best meets the need of the county will be awarded the Task Order. Award of the contract does not guarantee award of any Task Order. The contract will be broken out into Categories of service for which a vendor may be assigned to one or more Categories: Emergency Management Planning Services, including Continuity of Operations Planning (COOP), Emergency Management Training Services, and Emergency Management Exercise Design and Implementation Services. Qualifications for each are found in Section 2.0. The county reserves the right to select any qualified vendor under this contract for Task Orders under $25,000 without completion of any other procurement action when the Procurement Officer determines it is in the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF WORK:

2.1 QUALIFICATIONS FOR EMERGENCY MANAGEMENT PLANNING SERVICES:

2.1.1 Develop, draft, write, update, or edit emergency response plans, procedures, support annexes, continuity of operations plans, reports, or event specific plans. Plans may include, but are not limited to, public information and messaging, pandemic influenza, mass care and sheltering, evacuation, and medical countermeasure dispensing. Additionally, plans may involve the entire Maricopa County population or specific subsets such as vulnerable or at-risk populations.

2.1.2 Communicate and collaborate with County personnel, partner agencies, and community stakeholders for information or data to be used in plan and procedure development and incorporation into plan(s).

2.1.3 Request, collect, analyze, interpret, and report data and information for inclusion in emergency response plans, procedures, support annexes, continuity of operations plans, reports, or event specific plans.

2.1.4 Develop and publish, in collaboration with County personnel, surveys or other outreach activities or methods for obtaining information from Community Stakeholders and Partner Agencies for analysis and evaluation to determine gaps in existing or potential plans and procedures.

2.1.5 Engage community agencies and build and apply a community outreach or educational campaign for vulnerable or at-risk populations or for organizations that serve these populations.

2.1.6 Assist in the development and execution of post disaster/incident surveys related to unmet needs.

2.1.7 Researching, identifying needs, or mapping of targeted population clusters within Maricopa County such as at-risk or vulnerable. Ensure best practices are identified and incorporated into plans and procedures.

2.1.8 Identify, locate, and/or engage community organizations or agencies that serve targeted populations.

2.1.9 Collaborate with County personnel to identify methods or procedures to close identified gaps in plans.

2.1.10 Attend planning meetings as needed for project specific scopes of work.

2.1.11 All plans, procedures, and updates must be in a format approved by County personnel and comply with all current federal, state, and local guidelines, including, but not limited to the following:

2.1.11.1 National Incident Management System (NIMS);
2.1.11.2 Incident Command System (ICS);
2.1.11.3 National Response Framework (NRF);
2.1.11.4 Emergency Support Functions (ESF);
2.1.11.5 Target Capabilities and Associated Capabilities Planning Guides (CPG);
2.1.11.6 Public Health Emergency Preparedness (PHEP) and Associated CPGs;
2.1.11.7 Hospital Preparedness Planning (HPP) Capabilities and Associated CPGs;
2.1.11.8 Comprehensive Preparedness Guide 101: Developing and Maintaining Emergency Operations Plans;
2.1.11.9 Homeland Security Exercise and Evaluation Guide (HSEEP); and
2.1.11.10 Other federal, state, and local guidelines as applicable.

2.1.12 QUALIFICATIONS:

2.1.12.1 Organization's experience with public health emergency preparedness and response and the PHEP and HPP Capabilities and associated CPGs.

2.1.12.2 Organization's overall experience with Emergency Management, including but not limited to:

2.1.12.2.1 NIMS
2.1.12.2.2 ICS
2.1.12.2.3 NRF
2.1.12.2.4 ESF
2.1.12.2.5 Target Capabilities and Associated CPGs
2.1.12.2.6 Public Health Preparedness Capabilities
2.1.12.2.7 Other federal, state, and local guidelines adherence as evidenced in the Project Specific Task Order
2.1.12.2.8 Previous experience providing the same or similar service with other entities
2.1.12.2.9 Responses from references provided

2.1.12.3 Cost

2.2 QUALIFICATIONS FOR EMERGENCY MANAGEMENT TRAINING SERVICES:

2.2.1 Curriculum development and training delivery for topics related to various concepts and competencies within emergency preparedness and response including the National Incident Management System (NIMS), Incident Command Systems (ICS), and the Centers for Disease Control Public Health Preparedness Capabilities as well as specific topics related to existing emergency response plans, procedures, and support annexes. Contractors with capabilities to perform only portions of the generic SOW below, such as delivery of NIMS and ICS courses are encouraged to respond addressing those specific deliverables.

2.2.2 Develop, attend, participate, support, or facilitate HSEEP exercises as outlined in project specific scopes of work.

2.2.3 Develop, implement, and/or evaluate a training and education campaign for organizations that serve specific targeted populations or for the targeted populations themselves.

2.2.4 Deliver current Arizona Department of Emergency and Military Affairs (DEMA) and other federally approved curriculum in National Incident Management Systems (NIMS), Incident Command Systems (ICS), and other emergency management topics.

2.2.5 Incorporate agency specific scenarios (such as public health) into group discussions, exercises, and activities if allowable and as outlined in project specific scopes of work.

2.2.6 Adhere to DEMA and agency code of conduct, timeline, and course reporting requirements.

2.2.7 Be certified by, and in good standing with, DEMA and federal agencies to teach curriculum being requested.

2.2.8 In collaboration with County and/or other agency personnel, develop project specific curriculums from existing plans or concepts for varying training delivery methods such as Facilitated or Instructed, web based (such as a webinar), or CDROM that adheres to the following:

2.2.8.1 Appropriate to the target audience by total attendance and experience or knowledge level
2.2.8.2 Time allotted for delivery outlined in project SOWs
2.2.8.3 Method of delivery
2.2.8.4 Incorporates student guides or other student materials
2.2.8.5 Incorporates hands on training for computer based systems such as WebEOC, EMSystem, IMATS, Communicator!NXT, or other Emergency/Crisis Response Systems
2.2.8.6 Incorporates discussion, exercises, or activities outlined in project specific scopes of work
2.2.8.7 Provides a certificate or letter signifying course completion

2.2.9 In collaboration with County and/or other agency personnel, deliver agency specific curriculums as outlined in project specific scopes of work that adhere to the following:

2.2.9.1 Time allotted for delivery
2.2.9.2 Incorporates group discussion, exercises, or activities as outlined
2.2.9.3 Deliver as outlined in the curriculum without deviation or as agreed upon by MCDPH
2.2.9.4 Reporting requirements as outlined in project specific scopes of work
2.2.9.5 Provides a certificate or letter signifying course completion.

2.2.10 Coordinate or facilitate with County, the development of a work plan to roll out agency approved training to partner agencies and community stakeholders as outline in project specific scopes of work.

2.2.11 Coordinate the scheduling and delivery of training with partner agencies or community stakeholders as outlined in project specific scopes or work.

2.2.12 Coordinate and secure facilities and equipment sufficient to the total projected attendance for instructor/facilitator based instruction as outline in project specific scopes of work.

2.2.13 Coordinate the registration of participants as outlined in project specific scopes of work and ensure County receives all original sign-in sheets, rosters, and participant feedback forms.

2.2.14 Reproduce student and instructor materials as outlined by the project specific scope of work.

2.2.15 QUALIFICATIONS:

2.2.15.1 Preference shall be given to contractors who hold a certification by, and are in good standing with, the Arizona Department of Emergency and Military Affairs (DEMA) and other federal agencies as required for DEMA or federally approved curriculum.

2.2.15.2 Previous experience providing the same or similar service with other entities.

2.2.15.3 Organization or entity's experience developing and delivering curriculum specific to competencies and concepts in emergency management and preparedness.

2.2.15.4 Organization or entity's knowledge and experience with the following emergency management concepts:

2.2.15.4.1 National Response Framework
2.2.15.4.2 Emergency Support Functions
2.2.15.4.3 Target Capabilities
2.2.15.4.4 Homeland Security Exercise and Evaluation Program
2.2.15.4.5 Public Health Emergency Preparedness Capabilities
2.2.15.4.6 Hospital Preparedness Program Capabilities
2.2.15.4.7 Responses from references provided.

2.2.15.5 Cost

2.3 QUALIFICATIONS FOR EMERGENCY MANAGEMENT EXERCISE DESIGN AND IMPLEMENTATION SERVICES:

2.3.1 Design, development, and execution of a series of exercise events aligned with homeland Security Exercise and Evaluation Program (HSEEP) guidance in order to test, train for, and maintain emergency operational plans and command organization. Additional assistance may be needed to facilitate support for preparedness exercises among a myriad of partner agencies.

2.3.2 In coordination/collaboration with County personnel, design, develop, and conduct exercise(s) in accordance with the National Incident Management System (NIMS) and Homeland Security Exercise and Evaluation Program (HSEEP) compliance guidelines. The following deliverables may apply:

2.3.2.1 Determine objectives and scope of exercise
2.3.2.2 Develop a comprehensive work plan and timeline for exercise events as outlined in project specific scopes of work and obtain County approval.
2.3.2.3 Utilizing SMART criteria, design/develop exercise scenarios, site plans, and all exercise and/or training objectives.

2.3.3 Coordinate and facilitate planning meetings with County and partner agencies and document and provide meeting minutes and sign-in sheets to County. Examples include:

2.3.3.1 Initial Planning Conference (IPC)
2.3.3.2 Mid-Term Planning Conference (MPC)
2.3.3.3 Final Planning Conference (FPC)
2.3.3.4 After Action Report (AAR) Conference
2.3.3.5 Situation Manual
2.3.3.6 Master Scenario Events List (MSEL) and Evaluation Design Team meetings.

2.3.4 Develop, reproduce, and distribute all materials in sufficient numbers for all involved in each exercise. Examples include:

2.3.4.1 After Action Report (AAR)
2.3.4.2 Exercise Plan (EXPLAN)
2.3.4.3 Draft EXPLAN
2.3.4.4 Controller/Evaluator Manual
2.3.4.5 Situation Manual
2.3.4.6 Facilitator Guides
2.3.4.7 Player Handbook
2.3.4.8 Player Phonebook
2.3.4.9 Master Scenario Event List (MSEL)
2.3.4.10 Participant Guides
2.3.4.11 Meeting Agendas
2.3.4.12 Participant badges
2.3.4.13 Table Tents (if needed)
2.3.4.14 Signage (if needed)

2.3.5 Train, brief, and coordinate exercise controllers, evaluators, and facilitators, of an appropriate number, participating in the exercise.

2.3.6 Provide personnel to assist in the facilitation and control of the exercise as outlined in project specific scopes of work.

2.3.7 Facilitate hot wash debriefs, collect and analyze feedback from all exercise evaluators, and prepare After Action Reports (AAR) and Improvement Plans (IP) for each exercise.

2.3.8 Provide a Project Lead and manage all Contractor staff engaging in the exercise and other personnel as outlined in project specific scopes of work.

2.3.9 In cooperation with County personnel, establish an online registration system and database for exercise participants.

2.3.10 As requested by County, attend or participate via conference call all planning meetings specific to the project awarded.

2.3.11 Develop a participating agency list for every agency involved inclusive of contact information.

2.3.12 Notify all participants via email no less than 14 calendar days before each event or as outlined in project specific scopes of work.

2.3.13 Provide final list of registrants and their contact information to County within two weeks following each event.

2.3.14 Facilitate County support for preparedness exercises among partner agencies such as:

2.3.14.1 Hospital Preparedness Program exercise events
2.3.14.2 Public Health Preparedness Exercises
2.3.14.3 Statewide Exercises
2.3.14.4 National Disaster Management System (NDMS) Exercises
2.3.14.5 Flood Control Exercises
2.3.14.6 Palo Verde Exercises
2.3.14.7 Other – as identified in project specific scopes of work

2.3.15 Support for these exercises may include:

2.3.15.1 Attending exercise planning meetings and after action meetings on behalf of County
2.3.15.2 Record, produce, and distribute meeting minutes
2.3.15.3 Provide all materials associated with and obtained at planning meetings to County

2.3.15.4 Brief County on planning activities and identify recommended levels of County participation and personnel required to support
2.3.15.5 Develop or draft County objectives for exercise participation
2.3.15.6 Conduct a post exercise hot wash with County staff and/or exercise participants and document items to be used in the AAR and Improvement Plan
2.3.15.7 Maintain documentation and reports on all activities associated with each objective and provide to County

2.3.16 QUALIFICATIONS:

2.3.16.1 Organization's overall experience with Emergency Management exercises and the Homeland Security Exercise and Evaluation Program (HSEEP) and the following:

2.3.16.1.1 National Incident Management System (NIMS)
2.3.16.1.2 Incident Command Systems (ICS)
2.3.16.1.3 National Response Framework (NRF)
2.3.16.1.4 Emergency Support Functions (ESF)
2.3.16.1.5 Target Capabilities and Associated Capabilities Planning Guides (CPGs)
2.3.16.1.6 Other federal, state, and local guideline adherence as evidenced in the Proposal
2.3.16.1.7 Previous experience providing the same or similar service with other entities
2.3.16.1.8 Responses from references provided.

2.3.16.2 Cost.

EXHIBIT B-1

Respondents Narrative

REFER TO PROPOSAL SUBMITTED MAY 26, 2016

WILAND ASSOCIATES, LLC, PO BOX 117, SELAH, WA 98942

PRICING SHEET: NIGP CODE 99029

Terms:	NET 45 Days
Vendor Number:	VC000001008
Certificates of Insurance	Required
Contract Period:	To cover the period ending **September 30, 2017.**