

**SERIAL 180205-ROQ CAPITAL MITIGATION SPECIALIST – OFFICE OF CONTRACT
COUNSEL (OCC)**

DATE OF LAST REVISION: November 21, 2018

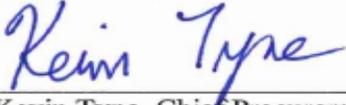
CONTRACT END DATE: August 31, 2023

CONTRACT PERIOD THROUGH AUGUST 31, 2023

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **CAPITAL MITIGATION SPECIALIST – OFFICE OF CONTRACT
COUNSEL (OCC)**

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 29, 2018**.

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, Chief Procurement Officer
Office of Procurement Services

AS/mm
Attach

Copy to: Office of Procurement Services
Merri Plummer, Office of Public Defense (OCC)

(Please remove Serial 11075-ROQ from your contract notebooks)

JOSEPH & ASSOCIATES MITIGATION SERVICES, 2201 S. 119TH DRIVE, AVONDALE, AZ 85323

SERIAL 180205		
NIGP CODE:		
RESPONDENT'S NAME:	Herman L. Joseph	
COUNTY VENDOR NUMBER :	VC0000005268	
ADDRESS:	2201 S. 119 th Dr.	
	Avondale, AZ 85323	
P.O. ADDRESS:	P.O. Box 130A, Cashion, AZ 85329	
TELEPHONE NUMBER:	(623) 341-4310	
FACSIMILE NUMBER:	(623) 215-8944	
WEB SITE:		
CONTACT (REPRESENTATIVE):	Herman L. Joseph	
REPRESENTATIVE'S E-MAIL ADDRESS:	josephmitigationservices@yahoo.com	
	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	<input type="checkbox"/>	<input checked="" type="checkbox"/>

PRICING SHEET: NIGP CODE 95223

Terms: **NO TERMS**

Vendor Number: VC0000005268

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2023.**

ADDED EFFECTIVE 11/21/18

INSTINCT INVESTIGATIONS LLC DBA: KATHLEEN T KESSEL, DBA: KATHLEEN T KESSEL, 4248 E CARMEL AVE, MESA, AZ 85206

SERIAL 180205		
NIGP CODE:		
RESPONDENT'S NAME:	Kathleen T. Kessel	
COUNTY VENDOR NUMBER :		
ADDRESS:	4248 E. Carmel Avenue	
	Mesa, AZ 85206	
P.O. ADDRESS:		
TELEPHONE NUMBER:	708/717-3362	
FACSIMILE NUMBER:	480/809-6217	
WEB SITE:		
CONTACT (REPRESENTATIVE):	Kathleen Kessel	
REPRESENTATIVE'S E-MAIL ADDRESS:	KatKess1@comcast.net	
	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]

PRICING SHEET: NIGP CODE 95223

Terms: **NO TERMS**

Vendor Number: VS0000001813

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2023.**

ADDED EFFECTIVE 11/21/18

NELSON MITIGATION SERVICES, LLC, P.O.BOX 10518, PRESCOTT, AZ 86304

SERIAL 180205		
NIGP CODE:		
RESPONDENT'S NAME:	Anna Nelson, Nelson Mitigation Services LLC	
COUNTY VENDOR NUMBER :	VS0000000958	
ADDRESS:	1610 Cedarwood Drive	
	Prescott, Arizona 86301	
P.O. ADDRESS:	P.O. Box 10518, Prescott, AZ 86304	
TELEPHONE NUMBER:	(928) 899-0637	
FACSIMILE NUMBER:	(928) 445-2228	
WEB SITE:		
CONTACT (REPRESENTATIVE):	Anna Nelson	
REPRESENTATIVE'S E-MAIL ADDRESS:	anelson0714@gmail.com	
	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]

PRICING SHEET: NIGP CODE 95223

Terms: **NO TERMS**

Vendor Number: VS0000000958

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2023.**

ADDED EFFECTIVE 11/21/18

CAPITAL MITIGATION SPECIALIST – (OCC)

1.0 INTENT:

The intent of this solicitation is to establish a list of qualified contractors to provide services as a capital mitigation specialist. The contractor shall perform services as a capital mitigation specialist, defined by the Arizona Rules of Criminal Procedure 6.7 (c). as “a person qualified by knowledge, skill experience, or other training as a mental health or sociology professional to investigate, evaluate and present psycho-social and other mitigation evidence for attorneys assigned to represent indigent defendants in capital cases. Compensation is predetermined and is not negotiable. Maricopa County reserves the right to make multiple awards.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.9 and 3.10, below)

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.

2.0 SCOPE OF WORK:

2.1 MINIMUM QUALIFICATIONS:

In order to be considered for award, the contractor must demonstrate that they meet the following minimum qualifications. **Any proposal that does not meet these minimum qualifications will not be further considered for award.**

2.1.1 The contractor shall possess:

2.1.1.1 Fifteen (15) years of experience working as a mitigation specialist or fifteen (15) years of experience in mental health services; social services; or juvenile and/or adult probation services; or

2.1.1.2 Bachelor’s degree (or higher degree) in social work or social services, nursing, psychology, education, counseling, criminal justice, or related field(s); and five (5) years’ experience as a mitigation specialist: and

2.1.1.3 The appropriate attitude, knowledge and ethics to perform the job duties in a manner that allows the Defense Team to be as effective as possible, based upon responses to the Questionnaire and input from the defense community.

2.2 GENERAL PROVISIONS:

2.2.1 Definitions:

As used through the document, these terms shall have the following meanings unless the context requires otherwise:

2.2.1.1 Client – a person charged with an offense and who receives services from Contractor pursuant to an assignment by OCC.

2.2.1.2 Contract – this document and all attachments hereto.

2.2.1.3 Contract Administrator – the person who develops, administers and monitors the contracts for OCC.

2.2.1.4 Contractor – the mitigation specialist providing services pursuant to this contract.

- 2.2.1.5 County – Maricopa County.
- 2.2.1.6 Director – Director of OPDS/OCC.
- 2.2.1.7 Fiscal Year – the 12 consecutive months from July 1 to June 30, inclusive.
- 2.2.1.8 OCC – the Office of Contract Counsel.
- 2.2.1.9 OPDS – the Office of Public Defense Services.
- 2.2.1.10 OPS – Maricopa County Office of Procurement Services.
- 2.2.1.11 Procurement Officer – a person duly authorized by the Chief Procurement Officer to engage in specific limited Procurement activity acting within the limits of authority under the Maricopa County Procurement Code.
- 2.2.1.12 Reimbursable Expenses – expenses which are (1) reasonable and necessary; (2) for the representation of a Client; and (3) approved in advance by the Director of OCC or Contract Administrator. Reimbursable expenses do not include (1) items that are compensated through billable time; (2) secretarial expenses; (3) travel within Maricopa County; (4) expenses for stationery, postage, envelopes; facsimile transmission, parking and supplies or (5) other items that are an ordinary cost of doing business.
- 2.2.1.13 Trial – participation in a court hearing at which jeopardy attaches, witnesses are sworn and testimony is taken.

2.3 NON-EXCLUSIVE STATUS:

Maricopa County may provide or receive the same or similar professional services through persons or firms other than the contractor, at the sole discretion of the County.

2.4 CONTRACTOR REQUIREMENTS:

2.4.1 General Duties of Capital Mitigation Specialists;

- 2.4.1.1 Contractor shall provide effective and timely services for the Client as directed by counsel.
- 2.4.1.2 Contractor shall work cooperatively with Defense Team and shall perform all services in a professional and ethical manner.
- 2.4.1.3 Contractor shall maintain regular contact with the Client as counsel directs until the assignment ends. Assignment ends at the time the notice of intent to seek the death penalty is withdrawn or dismissed, the client is sentenced, or when so notified by OCC, whichever occurs first.
- 2.4.1.4 Contractor shall conduct such interviews and investigation as are reasonable and necessary to the development, reporting and presentation of mitigation evidence.

2.4.2 *Assignment of Cases.* Contractor will be assigned to cases pursuant to this Contract as requested by lead counsel.

A capital mitigation specialist may be assigned to assist an individual who is representing himself or herself before the Court if the Court has determined that a capital mitigation specialist should be appointed. In such a case, the capital mitigation specialist will be directed by the self-represented client and not by an attorney. The capital

mitigation specialist is required to comply with the terms and conditions of this contract as if assigned to assist an individual who is representing the person as a lawyer.

- 2.4.3 *Accept Assignments.* Contractor shall accept all assignments made by the Director of OCC or Contract Administrator unless Contractor is not ethically permitted to accept the assignment. If such an ethical prohibition arises, Contractor will notify assigned counsel of the conflict for appropriate action. Contractor shall not accept more assignments than Contractor can effectively handle.
- 2.4.4 *Replacement Services.* In the event Contractor becomes unable to complete an assignment and is allowed to withdraw, Contractor shall immediately report the circumstances to Lead Counsel so that a replacement may be appointed. OCC will require Contractor to account for the time Contractor has actually expended and to return any payment for the assignment when, at the discretion of the OCC Director, it is appropriate. The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.
- 2.4.5 *Continuing Services Representation.* Contractor has a continuing duty to provide service to Clients until the assignment has concluded. Termination of a contract(s) by Maricopa County does not terminate Contractor's duty to provide services in those cases assigned prior to the effective date of termination.
- 2.4.6 *Term of Assignment:* Contractor's duties with regard to an assignment under this contract continue until the assignment is concluded. If a Contractor exceeds the authorized hours, however, OCC is under no obligation to ratify Contractor's conduct or give retroactive approval of any unauthorized work.
- If this contract is terminated prior to its expiration date, Contractor remains responsible for the completion of cases assigned to him/her prior to the termination at the same rate the Contractor was previously compensated.
- 2.4.7 *Removal by the Court for Failure of Performance.* In the event the Contractor is removed by Lead Counsel due to any failure of performance relating to the assignment, Contractor may, at the discretion of the Director of OCC or Contract Administrator, be required to reimburse the County for any payment made to Contractor relating to the work performed and provide a written explanation of the failure of performance. Removal by counsel may also be a factor in determining whether to terminate this contract.
- 2.4.8 *No Additional Compensation.* Contractor may not solicit or accept private or additional compensation of any kind from any source including fees, costs or any other form of present or future compensation, in any matter that relates to or arises out of a current assignment or representation.
- 2.4.9 *Records and Reports.* Contractor shall create and keep detailed and accurate time sheets, case logs, and final disposition records for six years beyond the expiration of the contract. Contractor will periodically report, on a timely basis, data and statistics to the Director of OCC and/or Contract Administrator in the manner prescribed by OCC. Failure to submit time sheets, case logs, and final disposition records in the time and manner specified by OCC may result in withholding compensation until the contractor is in compliance and may result in termination of the contract. Contractor shall make available for inspection and copying by the County all records and accounts relating to the work performed for the services provided under the Contract except any document

that is subject to legal privilege. Contractor shall safeguard confidential and privileged information in accordance with all applicable laws, rules, standards and regulations. Storage of records and any associated fees are the responsibility of the Contractor.

2.4.10 *Cooperation.* Contractor shall assist the County in monitoring Contractor's performance of the Contract. Contractor shall cooperate with other OCC contractors and staff and shall carefully plan in order to perform duties under this contract timely and effectively. Contractor shall not commit or permit any act that will interfere with the performance of work of any Contract Attorney, OPDS attorney, or their staffs. Contractor shall notify OCC if any non-contractor performs services on behalf of a client.

2.4.11 *Requests for Expenditures.* Contractor may not incur any expense for the account of the County without prior written approval of the Director of OCC and/or Contract Administrator. Failure to obtain prior approval may result in Maricopa County declining to pay for the expenditure. A copy of the County's approval shall be given to the approved experts, transcriptionist, investigators, newspapers, etc. for their billing purposes prior to the commencement of their work. If an approved expert, transcriptionist, investigator or any other person exceeds the OCC approved amount for the expenditure, OCC is not obligated to pay any such overage. When billing for reimbursement, receipts for all expenses must be attached.

OCC will not reimburse Contractor for the cost of business overhead including: office supplies, secretarial or other staff services, postage and handling, transcripts of witness interviews, long-distance telephone calls, or any other type of expense that involves the general cost of doing business, unless approved in advance by the Director of OCC and/or Contract Administrator as an extraordinary expense.

In the event that two or more Contractors from the same firm attend a meeting or perform a particular task, only one of the Contractors will be compensated for the meeting or task and associated activities.

There will be no compensation for communication between members of the same firm, including emails, phone calls or meetings. Nor will there be compensation for any activities that are duplicative or necessary because more than one Capital Mitigation Specialist is working on a specific case.

2.4.12 *Appointment of Interpreters.* Interpreters from the Office of Court Interpreter or Justice System Translation Interpretation Services (JSTIS) or its equivalent will be used for non-English-speaking Clients as necessary for all court proceedings and out-of-court matters.

2.4.13 *Requests for Court Orders.* Any request made of any Court for an order directing any action or payment by OCC or Maricopa County must be served upon the Director of OCC or Contract Administrator in compliance with the Rules of Civil Procedure regarding notice.

2.4.14 *Compliance with Law.* Contractor shall comply with all laws, including rules and regulations, of all governmental and non-governmental accrediting and regulatory authorities, including the State of Arizona and any related licensing and administrative bodies. In the event that a license or privilege held by Contractor is denied, suspended or not renewed by any licensing or administrative authority, on an interim or other basis, Contractor shall notify OCC immediately. Failure to give such notice will result in termination of contractor's contract.

2.4.15 *Technological Equipment.* Contractor shall possess the following:

2.4.15.1 Desktop or laptop computer or tablet;

2.4.15.2 Microsoft Office, including Word, Excel and Adobe Reader; and other software as might be needed to allow contractor to conduct business electronically with OCC;

2.4.15.3 E-mail address; and

2.4.15.4 Cellphone.

2.4.16 *Continuing Education.* During the course of each year of this contract, Contractor must attend a minimum of ten (10) hours of continuing education directly related to the defense of capital cases. Contractor must submit written proof of compliance with this contract term to OCC annually, as instructed by OCC. (The cost of the contractor's continuing education will not be an expense of, or attributable to, Maricopa County).

2.5 AVAILABILITY OF FUNDS:

Contractor and the County acknowledge that the continuation of any contract after the close of the County's fiscal year (on June 30 of each year) is contingent upon the approval of a County budget that identifies such contract as an authorized expenditure. The County does not represent that any budget item will be adopted. The approval of contract funding is the exclusive province of the County Board of Supervisors at the time of the adoption of the County's annual budget.

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.

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) business days in advance.

2.6 INDEPENDENT CONTRACTOR:

2.6.1 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.

2.6.2 The County reserves the right of final approval on proposed staff. 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 (2) business days, unless previously approved by the County.

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

2.7 LAWS, RULES AND REGULATIONS:

2.7.1 Performance under the contract shall be accomplished in conformity with all applicable laws, ordinances, rules, regulations, and zoning restrictions.

2.8 DISPUTES:

2.8.1 Except as otherwise provided by law, any dispute arising under the contract shall be processed according to the procedures identified in the Maricopa County Procurement Code, Section MC1-906.

2.9 SECURITY AND PRIVACY:

2.9.1 The Contractor agrees that neither the Contractor, nor any of its officers or employees shall use nor reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such court order pertaining to the production of such information.

2.10 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:

2.10.1 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.

2.11 NOTICE:

2.11.1 All notices, demands and other communications to be given or delivered pursuant to the Contract shall be in writing and shall be deemed delivered upon the following:

2.11.1.1 Personal delivery;

2.11.1.2 One (1) business day from the confirmed transmission by email or telecopier;

2.11.1.3 Three (3) business days from deposit in the United States mail, registered or certified mail, return receipt requested, and postage prepaid to the Notice Address or to the last known address of the Party who is to be given notice.

2.12 RULES OF CONSTRUCTION:

2.12.1 Incorporation of Definitions, Recitals and Exhibits. The Parties acknowledge the accuracy of the definitions and recitals set forth in the Contract. All exhibits to the Contract are incorporated into the Contract as if set out verbatim.

2.12.2 Third Party Beneficiaries; No Rights Conferred on Others. Any person who is entitled to indemnity (i) by the terms of the Contract or (ii) by operation of law, is a third party beneficiary of the Contract to the extent only that such status is necessary to fulfill or enforce the indemnification.

2.12.3 Severability. Each provision of the Contract shall be construed to preserve its validity and enforceability to the extent possible. If any provision of the Contract is declared void, invalid or unenforceable, the Party who would have enforced the provision may elect whether the provision shall be (i) modified to the extent necessary to make it valid and enforceable or (ii) excluded from the Contract.

2.12.4 Remedies Cumulative. Any remedy in the Contract is cumulative and is not exclusive of any other remedy nor does it limit any other legal or equitable remedy that may be available to any Party.

2.13 MISCELLANEOUS:

2.13.1 Travel:

2.13.1.1 All travel for contractors or witnesses must be pre-approved and scheduled through OCC. Arrangements for rental cars and hotels shall also be made or approved prior by Office of Contract Counsel. Refer to Exhibit 3 for further information.

2.13.2 Change of Address/Firm:

2.13.2.1 Contractor shall advise the Office of Procurement Services and OCC promptly in writing of any changes to telephone numbers, e-mail addresses, business addresses, and business name. Contractors are also responsible for making any changes to their information through Maricopa County Finance at the following website:

<https://azdom-vss.hostams.com/webapp/PRDVSS1X1/AltSelfService>

If contractor's business changes its name, the contract must be modified and approved by the Procurement Officer.

2.14 WORK STATEMENT:

This Work Statement controls over any conflict with the General Provisions or Consideration sections of this contract.

2.14.1 COMPENSATION:

OCC will compensate contractor at a rate of \$60.00 per hour for authorized work performed on behalf of assigned clients.

2.14.1.1 LIMITED SCOPE OF RESPONSIBILITY:

2.14.1.1.1 OCC will not compensate Contractor to:

2.14.1.1.1.1 Conduct trial interviews arranged by the prosecution including, but not limited to, those cases in which the defendant acts as his/her own lawyer;

2.14.1.1.1.2 Conduct trial interviews arranged by the defense including, but not limited to, those cases in which the defendant acts as his/her own lawyer;

2.14.1.1.1.3 Attend or participate in trials during the guilt phase unless it is for the actual time spent testifying as a witness; and

2.14.1.1.1.4 Attend or participate in pretrial conferences or hearings unless called as a witness or required to do so by the Court.

2.14.1.2 OVERHEAD:

2.14.1.2.1 OCC will not compensate Contractor for various overhead costs associated with day-to-day business. These costs include but are not limited to: supplies, hourly fees for opening a file, items that are

compensated through billable time, expenses associated with a case management system, secretarial expenses, expenses for stationery postage, envelopes, scanning of documents, transmission by facsimile, parking and supplies, or other items that are an ordinary cost of doing business.

2.14.1.3 METHOD OF PAYMENT:

2.14.1.3.1 Compensation is predetermined and is not negotiable. The parties shall calculate Contractor's compensation in accordance with the following Schedule of Services and Fees:

2.14.1.3.1.1 Capital Mitigation Specialists compensation is \$60.00 per hour.

Subject to the availability of funds, OCC shall pay the above compensation upon the receipt of an original signed Invoice in Support of Request for Warrant which has been approved by lead counsel.

2.14.1.4 OCC at its sole discretion may revise the compensation fee.

3.0 PROCUREMENT REQUIREMENTS:

3.1 PERFORMANCE:

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform and any price differential will be charged against the Contractor.

3.2 BACKGROUND CHECK:

Bidders/proposers 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 respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, subcontractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.3 INVOICES AND PAYMENTS:

3.3.1 Claims for payment:

3.3.1.1 Contractor shall submit a request for payment including an itemized statement of hours devoted to the case. OCC will supply an invoice form that may be used to request payment. All claims for payment must be made within six (6) months of the last service provided. (A.R.S. 11-622)

3.3.1.2 If OCC disallows a portion of any claim, the claim shall be processed for the reduced amount. If the contractor protests the amount or the reason for disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

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

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number

- Invoice number and date
- Payment terms
- Client name and case number
- Date of service
- Quantity (number of hours in tenths of an hour)
- Description of Services
- Pricing per unit of purchase
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.3 Problems regarding billing or invoicing shall be directed to the Department/OCC.

3.3.4 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program or via a process utilized by OCC. The Vendor Express Payment Program 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/922/Vendors> if instructed to do so by OCC.

3.3.5 Discounts offered in the Contract shall be calculated based on the date a properly completed invoice is received by the County.

3.3.6 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.

3.4 TAX AND BENEFITS:

3.4.1 Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, unemployment insurance benefits, worker's compensation and other mandatory governmental obligations, if any, and any pension or retirement program. Contractor agrees to indemnify and hold the County harmless for any and all liability that the County may incur because of contractor's failure to pay such taxes or obligations, including any liability for any such taxes or obligations.

3.5 APPLICABLE TAXES:

3.5.1 Payment of Taxes: The Contractor shall pay all applicable taxes.

3.5.2 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.

3.6 TAX (SERVICES):

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.7 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Department to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

3.8 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.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

County currently holds ICPA's with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the Contract under its procurement rules, processes and procedures.

3.10 ISRAEL BOYCOTT:

By submitting this proposal the Contractor certifies that they are in compliance with Article 9, A.R.S. § 35-393 *et seq.*

3.11 CONFIDENTIALITY:

In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a proposal to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge or disseminate to any third party persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County proprietary or confidential information to a third party in preparing a response to this solicitation, it shall require the third party to acknowledge and comply with this provision.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) business days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

3.12 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened and all Contracts are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers and resultant Contracts 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.

4.0 **CONTRACTUAL AND SPECIAL TERMS & CONDITIONS:**

4.1 **CONTRACT TERM:**

This ROQ is for awarding a firm, fixed price requirements contract to cover a five (5) year term.

4.2 **OPTION TO RENEW:**

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 basis 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.

4.3 **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.

4.4 **INSURANCE:**

4.4.1 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.

4.4.2 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.

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

4.4.4 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.

4.4.5 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.

4.4.6 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.

4.4.7 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.

4.4.8 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$3,000,000 Products/Completed Operations Aggregate, and \$3,000,000 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.

4.4.9 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.

4.4.10 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.

4.4.11 Errors and Omissions (Professional Liability) Insurance:

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the Contractor, with limits of no less than \$2,000,000 for each claim.

OR

4.4.12 Professional Liability:

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 aggregate claims.

4.4.13 Certificates of Insurance:

4.4.13.1 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.

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

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

4.4.14 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 two (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 the Procurement Officer noted in the solicitation.

4.5 FORCE MAJEURE:

4.5.1 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.

4.5.2 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.

4.5.3 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.

4.5.4 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.

4.6 WARRANTY OF SERVICES:

4.6.1 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.

4.6.2 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.

4.7 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

4.7.1 This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

4.7.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

4.8 TERMINATION FOR CONVENIENCE:

Maricopa County, acting through the Procurement Officer, may terminate the Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor. If this contract is terminated prior to its expiration date, Contractor will remain responsible for the completion of cases assigned to him/her prior to the termination at the same rate the Contractor was previously compensated.

4.9 TERMINATION FOR DEFAULT:

Maricopa County, acting through the Procurement Officer, may by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

4.9.1 Perform the services within the time specified in this Contract or any extension;

4.9.2 Make progress, so as to endanger performance of this Contract; or

4.9.3 Perform any of the other material provisions of this Contract.

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

If this contract is terminated prior to its expiration date, Contractor will remain responsible for the completion of cases assigned to him/her prior to the termination at the same rate the Contractor was previously compensated.

4.10 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 (3) years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.11 CONTRACTOR LICENSE REQUIREMENT:

4.11.1 The Contractor 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 Contractor 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 Department of any and all changes concerning permits, insurance or licenses.

4.12 SUBCONTRACTING:

4.12.1 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.

4.13 AMENDMENTS:

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

4.14 ADDITIONS/DELETIONS OF SERVICE:

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

4.15 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.

4.16 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.

4.17 SEVERABILITY:

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

4.18 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.

4.19 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/ref/collection/execorders/id/680> 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 or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

4.20.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, it's current officers and directors;

4.20.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;

4.20.1.2 have not within three (3) year period preceding this Contract;

4.20.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and

4.20.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

4.20.1.2.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

4.20.1.3 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

4.20.2 The Contractor shall 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.

4.21 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

4.21.1 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.

4.22 INFLUENCE:

As prescribed in MC1-1203 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:

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

4.22.2 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.

ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARDS TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

4.23 UNIFORM ADMINISTRATIVE REQUIREMENTS:

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

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

4.24.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain (physical or digital copies of) 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.

4.24.2 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.

4.25 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. 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 a deduction from current invoices submitted by the Contractor equal to 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.

4.26 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.

4.27 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.

4.28 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, Phoenix, Arizona.