SERIAL 171119 ROQ CONTRACT INDIGENT REPRESENTATION (PROBATE) ATTORNEY SERVICES - OCC

DATE OF LAST REVISION: May 17, 2018 CONTRACT END DATE: August 30, 2024

CONTRACT PERIOD THROUGH AUGUST 30, 2024

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **CONTRACT INDIGENT REPRESENTATION (PROBATE) ATTORNEY SERVICES - 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 23, 2017.**

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/**ab**
Attach

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

(Please remove Serial 08033-LOI from your contract notebooks)

SERIAL 171119-ROQ

CURLEY & ALLISON LLP, 11811 N. TATUM BLVD, SUITE 3031, PHOENIX, ARIZONA 85028

COMPANY NAME:	**Curley & Allison LLP**
DOING BUSINESS AS (DBA) NAME:	**Curley & Allison LLP**
MAILING ADDRESS:	**11811 N. Tatum Blvd, Suite 3031 Phoenix, Arizona 85028**
REMIT TO ADDRESS:	**11811 N. Tatum Blvd, Suite 3031 Phoenix, Arizona 85028**
TELEPHONE NUMBER:	**602-953-7730**
FACSIMILE NUMBER:	
WEB SITE:	
REPRESENTATIVE NAME:	**Kiernan Curley**
REPRESENTATIVE TELEPHONE NUMBER:	**602-953-7730**
REPRESENTATIVE E-MAIL:	**kiernan.curley@curley-allison.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000008675**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

CHRIS L. ANDERSON, P.C. 301 EAST BETHANY HOME ROAD SUITE C-195 PHOENIX, AZ 85012-1266

COMPANY NAME:	**CHRIS L. ANDERSON, P.C.**
DOING BUSINESS AS (DBA) NAME:	**N/A**
MAILING ADDRESS:	**301 East Bethany Home Road Suite C-195 Phoenix, AZ 85012-1266**
REMIT TO ADDRESS:	**SAME AS ABOVE**
TELEPHONE NUMBER:	**602-266-0515**
FACSIMILE NUMBER:	**602-266-2484**
WEB SITE:	**www.chrisandersonlawaz.com**
REPRESENTATIVE NAME:	**Chris L. Anderson**
REPRESENTATIVE TELEPHONE NUMBER:	**602-266-0515**
REPRESENTATIVE E-MAIL:	**chris@chrisandersonlawaz.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000007534**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

YVETTE BANKER 4530 E SHEA BLVD, SUITE 140, PHOENIX, AZ 85028

COMPANY NAME:	**Yvette Banker**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**4530 E Shea Blvd Suite 140 Phoenix, AZ 85028**
REMIT TO ADDRESS:	**4530 E Shea Blvd Suite 140 Phoenix, AZ 85028**
TELEPHONE NUMBER:	**480-626-0182**
FACSIMILE NUMBER:	**480-626-4647**
WEB SITE:	**www.phoenixelderlaw.com**
REPRESENTATIVE NAME:	**Yvette N. Banker**
REPRESENTATIVE TELEPHONE NUMBER:	**480-626-0182**
REPRESENTATIVE E-MAIL:	**yvette@phoenixelderlaw.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000004988**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

ROBERT B. BLECHER 8585 E. HARTFORD DR., SUITE 800 SCOTTSDALE, AZ 85255

COMPANY NAME:	**Robert B. Blecher**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**8585 E. Hartford Dr., Suite 800, Scottsdale, AZ 85255**
REMIT TO ADDRESS:	**Same**
TELEPHONE NUMBER:	**480-444-9988**
FACSIMILE NUMBER:	**N/A**
WEB SITE:	**N/A**
REPRESENTATIVE NAME:	**Robert Blecher**
REPRESENTATIVE TELEPHONE NUMBER:	**480-444-9988**
REPRESENTATIVE E-MAIL:	**Robert.Blecher@azbar.org**

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

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000002759**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

JOSEPH M. BOYLE, 1819 E. MORTEN AVE., SUITE 160 PHOENIX, AZ 85020

COMPANY NAME:	**Joseph M. Boyle**
DOING BUSINESS AS (DBA) NAME:	**Joseph M. Boyle**
MAILING ADDRESS:	**1819 E. Morten Ave., Suite 160 Phoenix, AZ 85020**
REMIT TO ADDRESS:	**1819 E. Morten Ave., Suite 160 Phoenix, AZ 85020**
TELEPHONE NUMBER:	**602 – 943 – 0469**
FACSIMILE NUMBER:	**602 – 277 – 4590**
WEB SITE:	**N/A**
REPRESENTATIVE NAME:	**Joseph M Boyle**
REPRESENTATIVE TELEPHONE NUMBER:	**602 – 943 – 0469**
REPRESENTATIVE E-MAIL:	**jboyle52@gmail.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000005015**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

FRAZER RYAN GOLDBERG & ARNOLD LLP, 3101 N CENTRAL SUTE 1600, PHOENIX, AZ 85012

~~WOOD SMITH HENNING BERMAN 2525 E. CAMELBACK RD. STE. 450, PHOENIX, AZ 85016~~

COMPANY NAME:	~~Wood Smith Henning Berman- Barbara Berman~~ **FRAZER RYAN GOLDBERG & ARNOLD LLP**
DOING BUSINESS AS (DBA) NAME:	~~Wood Smith Henning Berman~~
MAILING ADDRESS:	~~2525 E. Camelback Rd. Ste. 450, Phoenix, AZ 85016~~
REMIT TO ADDRESS:	**3101 N. Central Ave., Ste. 1600, Phoenix, AZ 85012**
TELEPHONE NUMBER:	~~310 481-7654~~ **602/277-2010**
FACSIMILE NUMBER:	
WEB SITE:	**www.frgalaw.com**
REPRESENTATIVE NAME:	~~Shawnta Auston~~ **Barbara Berman**
REPRESENTATIVE TELEPHONE NUMBER:	~~602 441-1301~~ **602/200-7331**
REPRESENTATIVE E-MAIL:	~~kkaller@wshblaw.com~~ **bberman@frgalaw.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	~~VC0000009564~~ **VC0000010452**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

JARED R. CAUSEY 5415 E. HIGH STREET, SUITE 200 PHOENIX, AZ 85054

COMPANY NAME:	**Jared R. Causey**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**5415 E. High Street, Suite 200 Phoenix, AZ 85054**
REMIT TO ADDRESS:	**5415 E. High Street, Suite 200 Phoenix, AZ 85054**
TELEPHONE NUMBER:	**480 304 8319**
FACSIMILE NUMBER:	**480 304 8301**
WEB SITE:	
REPRESENTATIVE NAME:	**Jared R. Causey**
REPRESENTATIVE TELEPHONE NUMBER:	**480 304 8319**
REPRESENTATIVE E-MAIL:	**jrcausey.law@gmail.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000006013**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

JOSEPH F CAUSEY ATTORNEY, 5415 EAST HIGH STREET, SUITE 200, PHOENIX, AZ 85054

COMPANY NAME:	**Joseph F Causey Attorney**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**5415 East High Street, Suite 200, Phoenix, AZ 85054**
REMIT TO ADDRESS:	**5415 East High Street, Suite 200, Phoenix, AZ 85054**
TELEPHONE NUMBER:	**480-304-8331**
FACSIMILE NUMBER:	**480-304-8301**
WEB SITE:	**None**
REPRESENTATIVE NAME:	**Joseph F Causey**
REPRESENTATIVE TELEPHONE NUMBER:	**480-304-8331**
REPRESENTATIVE E-MAIL:	**joseph.causey@azbar.org**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000007377**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

REX DECKER 601 N. ALMA SCHOOL RD. CHANDLER, AZ 85224

COMPANY NAME:	**Rex Decker**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**601 N. Alma School Rd. Chandler, AZ 85224**
REMIT TO ADDRESS:	**601 N. Alma School Rd. Chandler, AZ 85224**
TELEPHONE NUMBER:	**480-821-1012**
FACSIMILE NUMBER:	**480-821-1510**
WEB SITE:	**deckerandwoods.com**
REPRESENTATIVE NAME:	**Rex H. Decker, Esq.**
REPRESENTATIVE TELEPHONE NUMBER:	**480-821-1012**
REPRESENTATIVE E-MAIL:	**rd@deckerandwoods.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000005267**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

GARY T. DOYLE DBA: BAUMANN, DOYLE, PAYTAS & BERNSTEIN, 2929 N. 44TH ST. STE. 120, PHOENIX, AZ 85018

COMPANY NAME:	**Gary T. Doyle**
DOING BUSINESS AS (DBA) NAME:	**BAUMANN, DOYLE, PAYTAS & BERNSTEIN**
MAILING ADDRESS:	**2929 N. 44th St. Ste. 120, Phoenix, AZ 85018**
REMIT TO ADDRESS:	**2929 N. 44th St. Ste. 120, Phoenix, AZ 85018**
TELEPHONE NUMBER:	**602 952-8500**
FACSIMILE NUMBER:	**602 667-6552**
WEB SITE:	**www.bdpblaw.com**
REPRESENTATIVE NAME:	**Carolyn Murphy**
REPRESENTATIVE TELEPHONE NUMBER:	**602 952-8500**
REPRESENTATIVE E-MAIL:	**Cmurphy@bdpblaw.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☑	☐	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000005043**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

MICHAEL J. DOYLE DBA: BAUMANN, DOYLE, PAYTAS & BERNSTEIN, 2929 N. 44TH ST. STE. 120, PHOENIX, AZ 85018

COMPANY NAME:	**Michael J. Doyle**
DOING BUSINESS AS (DBA) NAME:	**BAUMANN, DOYLE, PAYTAS & BERNSTEIN**
MAILING ADDRESS:	**2929 N. 44th St. Ste. 120, Phoenix, AZ 85018**
REMIT TO ADDRESS:	**2929 N. 44th St. Ste. 120, Phoenix, AZ 85018**
TELEPHONE NUMBER:	**602 952-8500**
FACSIMILE NUMBER:	**602 667-6552**
WEB SITE:	**www.bdpblaw.com**
REPRESENTATIVE NAME:	**Carolyn Murphy**
REPRESENTATIVE TELEPHONE NUMBER:	**602 952-8500**
REPRESENTATIVE E-MAIL:	**Cmurphy@bdpblaw.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☑	☐	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000005043**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

HILLARY P. GAGNON, 2800 N. CENTRAL AVE, SUITE 1800, PHOENIX, AZ 85004

COMPANY NAME:	**Hillary P. Gagnon**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**2800 N. Central Ave, Suite 1800 Phoenix, AZ 85004**
REMIT TO ADDRESS:	**2800 N. Central Ave, Suite 1800 Phoenix, AZ 85004**
TELEPHONE NUMBER:	**602-234-7844**
FACSIMILE NUMBER:	**602-2775595**
WEB SITE:	**www.jhc-law.com**
REPRESENTATIVE NAME:	**Hillary P. Gagnon**
REPRESENTATIVE TELEPHONE NUMBER:	**602-234-7844**
REPRESENTATIVE E-MAIL:	**hpg@jhc-law.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000001007**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

MARSHA GOODMAN ATTORNEY PLLC3101 N. CENTRAL AVE., SUITE 1600 PHOENIX, AZ 85012

COMPANY NAME:	**Marsha Goodman Attorney PLLC**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**3101 N. Central Ave., Suite 1600 Phoenix, AZ 85012**
REMIT TO ADDRESS:	**3101 N. Central Ave., Suite 1600 Phoenix, AZ 85012**
TELEPHONE NUMBER:	**602-277-2010**
FACSIMILE NUMBER:	**602-277-2595**
WEB SITE:	**www.frgalaw.com**
REPRESENTATIVE NAME:	**Marsha Goodman**
REPRESENTATIVE TELEPHONE NUMBER:	**602-200-7381**
REPRESENTATIVE E-MAIL:	**marsha@marshagoodmanattorney.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000001380**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

ARNOLD N. HIRSCH 505 S VAL VISTA DRIVE SUITE 06, MESA AZ 85204

COMPANY NAME:	**Arnold N. Hirsch**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**505 S Val Vista Drive Suite 06, Mesa AZ 85204**
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	**480-982-8230**
FACSIMILE NUMBER:	**480-982-5185**
WEB SITE:	**www.arnoldhirschlaw.com**
REPRESENTATIVE NAME:	**Arnold N. Hirsch**
REPRESENTATIVE TELEPHONE NUMBER:	**Arnold N. Hirsch**
REPRESENTATIVE E-MAIL:	**clientservices@hirschlawoffice.net**

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

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000001312**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

RICK KILFOY, 1518 E. VILLA MARIA DR., PHOENIX AZ 85022

COMPANY NAME:	**Rick Kilfoy**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**1518 E. Villa Maria Dr. Phoenix AZ 85022**
REMIT TO ADDRESS:	**1518 E. Villa Maria Dr. Phoenix AZ 85022**
TELEPHONE NUMBER:	**602-667-6934**
FACSIMILE NUMBER:	**602-926-2730**
WEB SITE:	
REPRESENTATIVE NAME:	**Rick Kilfoy**
REPRESENTATIVE TELEPHONE NUMBER:	**602-667-6934**
REPRESENTATIVE E-MAIL:	**kilfoyr@yahoo.com**

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

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000004997**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

TRACEY LEONARD7014 N. 55TH AVE GLENDALE, AZ 85301

COMPANY NAME:	**Tracey Leonard**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**7014 N. 55th Ave Glendale, AZ 85301**
REMIT TO ADDRESS:	**7014 N. 55th Ave Glendale, AZ 85301**
TELEPHONE NUMBER:	**623-931-9259**
FACSIMILE NUMBER:	**623-931-9250**
WEB SITE:	**vancampandleonard.com**
REPRESENTATIVE NAME:	**Tracey Leonard**
REPRESENTATIVE TELEPHONE NUMBER:	**623-931-9259**
REPRESENTATIVE E-MAIL:	**tleonard@vancampandleonard.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000003080**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

DANIEL JOSEPH MAZZA 5119 E. GRANDVIEW ROAD STE. 202, SCOTTSDALE, AZ 85254

COMPANY NAME:	**Dainel Joseph Mazza**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**5119 E. Grandview Road Ste. 202, Scottsdale, AZ 85254**
REMIT TO ADDRESS:	**5119 E. Grandview Road Ste. 202, Scottsdale, AZ 85254**
TELEPHONE NUMBER:	**602-900-1854**
FACSIMILE NUMBER:	**602-900-1884**
WEB SITE:	**www.mazzalawcenter.com**
REPRESENTATIVE NAME:	**Daniel J. Mazza**
REPRESENTATIVE TELEPHONE NUMBER:	**602-900-1854**
REPRESENTATIVE E-MAIL:	**danny@mazzalawcenter.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☑	☐	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000001651**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

KELLY J. MCDONALD 16412 N TATUM BLVD STE 110 PHOENIX, AZ 85032

COMPANY NAME:	**Kelly J. McDonald**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**16412 N Tatum Blvd Ste. 110 Phoenix, AZ 85032**
REMIT TO ADDRESS:	**16412 N Tatum Blvd Ste. 110 Phoenix, AZ 85032**
TELEPHONE NUMBER:	**480-922-1010**
FACSIMILE NUMBER:	**480-359-4404**
WEB SITE:	**www.probateaz.net**
REPRESENTATIVE NAME:	**Kelly J. McDonald**
REPRESENTATIVE TELEPHONE NUMBER:	**480-922-1010**
REPRESENTATIVE E-MAIL:	**kelly@probateaz.net**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000003075**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

MICHAEL D. STRAUBER ATTORNEY, 8711 E. PINNACLE PEAK ROAD, PMB# 246, SCOTTSDALE, AZ 85255

COMPANY NAME:	**Michael D. Strauber Attorney**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**8711 E. Pinnacle Peak Road, PMB 246 Scottsdale, AZ 85255**
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	**602-550-3960**
FACSIMILE NUMBER:	**480-585-0417**
WEB SITE:	
REPRESENTATIVE NAME:	**Michael D. Strauber**
REPRESENTATIVE TELEPHONE NUMBER:	**602-550-3960**
REPRESENTATIVE E-MAIL:	**mdsjdcpa@hotmail.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000001443**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

SCARINGELLI LAW FIRM, PC, 7025 E. GREENWAY PKWY STE. 800, SCOTTSDALE, AZ 85254-2168

COMPANY NAME:	Scaringelli Law Firm, PC
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	7025 E. Greenway PKWY Ste. 800, Scottsdale, AZ 85254-2168
REMIT TO ADDRESS:	7025 E. Greenway PKWY Ste. 800, Scottsdale, AZ 85254-2168
TELEPHONE NUMBER:	480 779-8404
FACSIMILE NUMBER:	
WEB SITE:	
REPRESENTATIVE NAME:	Larry Scaringelli
REPRESENTATIVE TELEPHONE NUMBER:	480 779-8404
REPRESENTATIVE E-MAIL:	larry@scaringellilaw.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000001353**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

LON S. TAUBMAN PC7220 N. 16TH STREET, SUITE J PHOENIX, AZ 85020

COMPANY NAME:	**Lon S. Taubman PC**
DOING BUSINESS AS (DBA) NAME:	**Taubman & Associates**
MAILING ADDRESS:	**7220 N. 16th Street, Suite J Phoenix, AZ 85020**
REMIT TO ADDRESS:	**7220 N. 16th Street, Suite J Phoenix, AZ 85020**
TELEPHONE NUMBER:	**602-266-9552**
FACSIMILE NUMBER:	**602-910-5586**
WEB SITE:	**taubmanlaw.com**
REPRESENTATIVE NAME:	**Lon Taubman**
REPRESENTATIVE TELEPHONE NUMBER:	**602-266-9552**
REPRESENTATIVE E-MAIL:	**office@taubmanlaw.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000007743**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

BRIAN J. THEUT, P.C. 5150 N. 16TH ST., STE. B-236 PHOENIX, AZ 85016

COMPANY NAME:	**Brian J. THEUT, P.C.**
DOING BUSINESS AS (DBA) NAME:	**Brian J. THEUT, P.C.**
MAILING ADDRESS:	**5150 N. 16th St., Ste. B-236 Phoenix, AZ 85016**
REMIT TO ADDRESS:	**5150 N. 16th St., Ste. B-236 Phoenix, AZ 85016**
TELEPHONE NUMBER:	**(602) 263-5005**
FACSIMILE NUMBER:	**(602) 263-8097**
WEB SITE:	
REPRESENTATIVE NAME:	**Brian J. Theut**
REPRESENTATIVE TELEPHONE NUMBER:	**(602) 263-5005**
REPRESENTATIVE E-MAIL:	**Brian@theutlaw.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000003722**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

CHRISTOPHER P. THEUT, P.C. 5150 N. 16TH ST., STE. B-236 PHOENIX, AZ 85016

COMPANY NAME:	**Christopher P. Theut, P.C.**
DOING BUSINESS AS (DBA) NAME:	**Christopher P. Theut, P.C.**
MAILING ADDRESS:	**5150 N. 16th St., Ste. B-236 Phoenix, AZ 85016**
REMIT TO ADDRESS:	**5150 N. 16th St., Ste. B-236 Phoenix, AZ 85016**
TELEPHONE NUMBER:	**(602) 263-5005**
FACSIMILE NUMBER:	**(602) 263-8097**
WEB SITE:	
REPRESENTATIVE NAME:	**Christopher P. Theut**
REPRESENTATIVE TELEPHONE NUMBER:	**(602) 263-5005**
REPRESENTATIVE E-MAIL:	**Chris@theutlaw.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000003721**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

MARK THEUT PC, 5150 N. 16TH ST., STE. B-236 PHOENIX, AZ 85016

COMPANY NAME:	**Mark Theut PC**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**5150 N. 16th St., Ste. B-236 Phoenix, AZ 85016**
REMIT TO ADDRESS:	**5150 N. 16th St., Ste. B-236 Phoenix, AZ 85016**
TELEPHONE NUMBER:	**(602) 263-5005**
FACSIMILE NUMBER:	**(602) 263-8097**
WEB SITE:	
REPRESENTATIVE NAME:	**Mark J. Theut**
REPRESENTATIVE TELEPHONE NUMBER:	**(602) 263-5005**
REPRESENTATIVE E-MAIL:	**Mark@theutlaw.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000003726**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

PAUL J. THEUT, P.C. 5150 N. 16TH ST., STE. B-236 PHOENIX, AZ 85016

COMPANY NAME:	**PAUL J. THEUT, P.C.**
DOING BUSINESS AS (DBA) NAME:	**PAUL J. THEUT, P.C.**
MAILING ADDRESS:	**5150 N. 16TH ST., STE. B-236 Phoenix, AZ 85016**
REMIT TO ADDRESS:	**5150 N. 16TH ST., STE. B-236 Phoenix, AZ 85016**
TELEPHONE NUMBER:	**(602) 263-5005**
FACSIMILE NUMBER:	**(602) 263-8097**
WEB SITE:	**N/A**
REPRESENTATIVE NAME:	**Paul J. Theut**
REPRESENTATIVE TELEPHONE NUMBER:	**(602) 263-5005**
REPRESENTATIVE E-MAIL:	**Paul@theutlaw.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000003719**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

PETER WILLIAMS, 2420 W. RAY STE. 01, CHANDLER, AZ 85224

COMPANY NAME:	**Peter Williams**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**2420 W. Ray, Ste. 01, Chandler, AZ 85224**
REMIT TO ADDRESS:	**2420 W. Ray, Ste. 01, Chandler, AZ 85224**
TELEPHONE NUMBER:	**480-917-0237**
FACSIMILE NUMBER:	**623-505-6544**
WEB SITE:	
REPRESENTATIVE NAME:	**Emilie D. Halladay**
REPRESENTATIVE TELEPHONE NUMBER:	**480-917-0237**
REPRESENTATIVE E-MAIL:	**pwilliams@theoffice.biz**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000001314**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

JEANNETTE WOODS, 601 N. ALMA SCHOOL ROAD CHANDLER, AZ 85224

COMPANY NAME:	**Jeannette Woods**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**601 N. Alma School Road Chandler, AZ 85224**
REMIT TO ADDRESS:	**601 N. Alma School Road Chandler, AZ 85224**
TELEPHONE NUMBER:	**(480) 821-1012**
FACSIMILE NUMBER:	**(480) 821-1510**
WEB SITE:	**www.deckerandwoods.com**
REPRESENTATIVE NAME:	**Jeannette Woods, Esq.**
REPRESENTATIVE TELEPHONE NUMBER:	**(480) 821-1012**
REPRESENTATIVE E-MAIL:	**jw@deckerandwoods.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000005016**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

JOHN R. WORTH, 3636 N. CENTRAL AVE., STE. 700 PHOENIX, AZ 85012

COMPANY NAME:	**John R. Worth**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**3636 N. Central Ave., Ste. 700 Phoenix, AZ 85012**
REMIT TO ADDRESS:	**3636 N. Central Ave., Ste. 700 Phoenix, AZ 85012**
TELEPHONE NUMBER:	**602.258.2729**
FACSIMILE NUMBER:	**602.271.4300**
WEB SITE:	**www.forresterandworth.com**
REPRESENTATIVE NAME:	**Carrie Lawrence**
REPRESENTATIVE TELEPHONE NUMBER:	**602.258.2728**
REPRESENTATIVE E-MAIL:	**jrw@forresterandworth.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000005111**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

KATIE WARNER, THE LAW OFFICES OF KELLY J. MCDONALD, PLLC, 16421 N. TATUM BLVD, SUITE 207 PHOENIX, AZ 85032

COMPANY NAME:	**The Law Offices of Kelly J. McDonald, PLLC**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**16421 N. Tatum Blvd, Suite 207 Phoenix, AZ 85032**
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	**480-525-8551**
FACSIMILE NUMBER:	**480-359-4404**
WEB SITE:	**www.probateaz.net**
REPRESENTATIVE NAME:	**Katie Warner**
REPRESENTATIVE TELEPHONE NUMBER:	**480-525-8551**
REPRESENTATIVE E-MAIL:	**katie@probateaz.net**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VS0000001726**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

MEYROSE BLACKFORD, PLC, 5635 N. SCOTTSDALE RD STE. 170, SCOTTSDALE, AZ 85250

COMPANY NAME:	**Meyrose Blackford, PLC**
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	**5635 N. Scottsdale Rd. Ste. 170 Phoenix, AZ 85250**
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	**480 729-6211**
FACSIMILE NUMBER:	**480 522-3166**
WEB SITE:	**meyroseblackford.com**
REPRESENTATIVE NAME:	**Shad Blackford**
REPRESENTATIVE TELEPHONE NUMBER:	**480 729-6211**
REPRESENTATIVE E-MAIL:	**sblackford@meyroseblackford.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☑	☐	

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	**VC0000004489**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

SERIAL 171119-ROQ

THOMAS ASIMOU, 5050 N. 40TH STREET, STE, 220, PHOENIX, AZ 85018

RESPONDENT'S NAME	**Thomas Asimou**
COUNTY VENDOR NUMBER:	**VS0000002459**
MAILING ADDRESS:	**5050 N. 40th Street, Ste., 220, Phoenix, AZ 85018**
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	**602-604-0011**
FACSIMILE NUMBER:	**602-445-3686**
WEB SITE:	**www.asimoulaw.com**
REPRESENTATIVE NAME:	**Thomas Asimou**
REPRESENTATIVE E-MAIL:	**Tom@asimoulaw.com**

	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	VS0000002459
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

ADDED 5/17/2018

SERIAL 171119-ROQ

EMILIE D HALLADAY, 1611 E. WARNER ROAD STE. 5, TEMPE, AZ 85284

RESPONDENT'S NAME	**Emilie D Halladay**
COUNTY VENDOR NUMBER:	**VC0000006028**
MAILING ADDRESS:	**1611 E. Warner Road Ste. 5, Tempe, AZ 85284**
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	**480-917-0237**
FACSIMILE NUMBER:	**623-505-6544**
WEB SITE:	**www.theoffice.biz**
REPRESENTATIVE NAME:	**Emilie D Halladay**
REPRESENTATIVE E-MAIL:	**ehalladay@theoffice.biz**

	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	VC0000006028
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

ADDED 5/17/2018

SERIAL 171119-ROQ

EMILY G. BURNS, 4808 N. 22ND STREET, STE. 200 PHOENIX, AZ 85016

RESPONDENT'S NAME	**Emily G. Burns**
COUNTY VENDOR NUMBER:	**VC0000008008**
MAILING ADDRESS:	**4808 N. 22nd Street, Ste. 200 Phoenix, AZ 85016**
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	**602-212-9500**
FACSIMILE NUMBER:	
WEB SITE:	
REPRESENTATIVE NAME:	**Emily G. Burns**
REPRESENTATIVE E-MAIL:	**Emily@egburnspc.com**

	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☑

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	VC0000008008
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

ADDED 5/17/2018

SERIAL 171119-ROQ

RANDAL L. STOWELL, 1116 E. GREENWAY STE. 103, MESA, AZ 85203

RESPONDENT'S NAME	**Randal L. Stowell**
COUNTY VENDOR NUMBER:	**VS0000002465**
MAILING ADDRESS:	**1116 E. Greenway Ste. 103, Mesa, AZ 85203**
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	**480-833-0709**
FACSIMILE NUMBER:	**480-833-9340**
WEB SITE:	**www.fullerandstowell.com**
REPRESENTATIVE NAME:	**Randal L. Stowell**
REPRESENTATIVE E-MAIL:	**Fspc1001@qwestoffice.net**

	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	VS0000002465
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

ADDED 5/17/2018

SERIAL 171119-ROQ

LAW OFFICE OF CHRISTINE POWELL, PLC, 2040 S ALMA SCHOOL ROAD, SUITE 1-204 CHANDLER, AZ 85286

RESPONDENT'S NAME	**Law Office of Christine Powell, PLC**
COUNTY VENDOR NUMBER:	**VC0000001335**
MAILING ADDRESS:	**2040 S Alma School Road, Suite 1-204 Chandler, AZ 85286**
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	**602-509-2257**
FACSIMILE NUMBER:	
WEB SITE:	
REPRESENTATIVE NAME:	**Christine Powell**
REPRESENTATIVE E-MAIL:	**cdpowell@cox.net**

	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	VC0000001335
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

ADDED 5/17/2018

SERIAL 171119-ROQ

SUZANNE WHITAKER PLLC, 3302 E. INDIAN SCHOOL RD., STE. 14, PHOENIX, AZ 85018

RESPONDENT'S NAME	**Suzanne Whitaker PLLC**
COUNTY VENDOR NUMBER:	**VS0000002578**
MAILING ADDRESS:	**3302 E. Indian School Rd., Ste. 14, Phoenix, AS 85018**
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	**602-955-1645**
FACSIMILE NUMBER:	**602-955-1558**
WEB SITE:	**www.suzannewhitakerpllc.com**
REPRESENTATIVE NAME:	**Suzanne Whitaker**
REPRESENTATIVE E-MAIL:	**lawyerwhitaker@gmail.com**

	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐

PRICING SHEET: NIGP CODE	96149
Terms:	No Terms
Vendor Number:	VS0000002578
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 30, 2024.**

ADDED 5/17/2018

CONTRACT INDIGENT REPRESENTATION (PROBATE) ATTORNEY SERVICES - OCC

1.0 INTENT**:**

1.1 INTRODUCTION:

The intent of this Invitation for Solicitation is to establish a listing of the most qualified contractors to provide indigent representation attorney services for the Office of Contract Counsel (OCC). This solicitation effort shall encompass indigent representation specialty services for the following area of practice:

Probate Attorney Services – OCC (*current serial number 10102 – ROQ*)

This solicitation is intended to replace the current contract for the above noted area of practice. **Current contractors MUST reapply in order to continue providing services to Maricopa County.** All assignments made to awarded contractor(s) as a result of this solicitation shall be at the compensation schedule(s) found in this solicitation. Any assignment made by OCC for Probate assignments prior to the effective date of this contract shall be at the fees/compensation schedule(s) effective at the time of that assignment.

Multiple awards (listing of qualified vendors) will be made. Maricopa County reserves the right to add providers to this agreement at any time as required to ensure both adequate competition and fulfillment of OCC requirements. No guarantee is made regarding the frequency of any re-solicitation effort.

Contractors agree to fully comply with all terms and conditions of this solicitation for inclusion on the list of qualified Maricopa County vendors. The applicant shall be required to register as a vendor with Maricopa County upon notification of award and shall fully agree with the requirements of vendor registration. Additionally, fees and compensation for this contract are pre-determined and are not negotiable.

Submission of an application in response to this solicitation shall signify full understanding and agreement with the terms and conditions of the solicitation. No guarantee is made regarding the frequency of assignments or volume of work that any contractor may be offered.

At the option of OCC and the Office of Procurement Services, this solicitation may be determined to be "open and continuous", **AFTER** the initial solicitation "opening date and subsequent contract award date". In the event that OCC requirements demand additional providers, this solicitation may be converted to "open and continuous" as a re-solicitation effort. Full response information will be provided in the event that determination is made.

Applicants are advised that contract awards shall be made to individuals ONLY. No awards shall be made to firms or partnerships. Vendor registration, and/or any change necessary to comply with this requirement is the responsibility of the applicant.

1.2 GENERAL REQUIREMENTS:

1.2.1 Minimum Qualifications:

Applicant shall be a graduate of a fully accredited law school, shall be a member in good standing of the Arizona State Bar Association *and* shall be licensed by the Arizona State Bar Association for a minimum of 2 years *and* shall maintain the same for the duration of any contract award.

1.2.2 Applicant by submission of a response/application to this solicitation agrees to fully provide the services defined within at the pre-determined fee/compensation schedule. Fees/compensation as stated within this solicitation are firm and not negotiable.

Contract award does not guarantee any number of assignments or any other measure of "work".

1.2.3 Definitive Scope of Work specific to each area of practice may be found in the section(s) following under the designation of that specialty.

1.2.4 Contractors are advised that OCC reserves the right to conduct periodic "performance reviews". The results of these reviews may be used by OCC to determine if any cases and, if so, what type of cases may be assigned to the contractor.

2.0 GENERAL PROVISIONS:

2.1 DEFINITIONS:

As used throughout the Contract, these terms shall have the following meanings unless the context requires otherwise:

2.1.1 Board of Supervisors – Maricopa County Board of Supervisors.

2.1.2 Billable Time – time spent for the benefit of the Client which substantially advances the case toward conclusion. Billable time may include court time, legal research, interviews of the Client and witnesses, and other work required to effectively represent the Client. Billable time does not include, for example, the following:

2.1.2.1 non-substantive motions such as motions to continue, motions to withdraw or time spent reviewing a file prior to moving to withdraw;

2.1.2.2 support services or overhead items that are compensated through Contractor's Contract Rate including such things as secretarial services, typing, leaving messages, transmitting documents by facsimile, mailing letters and photo copying; or

2.1.2.3 activity that does not substantially advance the Client's case such as waiting for meetings, unanswered telephone calls, leaving a message, or setting up a meeting or conference.

2.1.3 Client – a person who receives services from Contractor pursuant to an assignment by OCC.

2.1.4 Contract – this document and all attachments hereto.

2.1.5 Contract Administrator – the agent designated to develop, administer and monitor the contracts for OCC.

2.1.6 Contractor – the person agreeing to provide services to Maricopa County and the client pursuant to this contract.

2.1.7 County – Maricopa County and is synonymous with OCC.

2.1.8 Extraordinary compensation – the calculation of additional compensation beyond that provided by contract. Extraordinary compensation must be negotiated between the Contract Administrator or the Director of OCC and the Contractor, in writing, based on the facts of the individual case and Contractor's overall compensation under the entire contract.

2.1.9 Fiscal Year – the 12 consecutive months from July 1 to June 30, inclusive.

2.1.10 OCC – the Office of Contract Counsel and is synonymous with Maricopa County.

2.1.11 Parties or Party – OCC, the County and Contractor as the context requires.

2.1.12 Pre-Probate Representation – acting as Guardian *ad litem* to investigate the need to file a petition for guardianship or conservatorship on behalf of a person who may be incapacitated as defined by Title 14 of the Arizona Revised Statutes. Pre-probate representation includes the filing of such a petition when appropriate.

2.1.13 Reimbursable Expenses – expenses which are (1) reasonable and necessary; (2) for the legal representation of a Client; and (3) approved in advance by the Contract Administrator or Director of OCC. 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, transmission by facsimile, parking and supplies; or (5) other items that are an ordinary cost of doing business.

2.1.14 Representation – the services that Contractor provides to a Client in a specific legal matter.

2.1.15 Trial – participation in a court hearing at which jeopardy or preclusion attaches, witnesses are sworn and testimony is taken. A trial day is 5.0 or more hours of actual trial time; a half-day is less than 5.0 hours.

2.2 DEFAULT, SUSPENSION AND TERMINATION:

2.2.1 The Contract Administrator, or Director of OCC will notify the Office of Procurement Services of any suspensions, modifications or terminations to the Contract upon Contractor's failure to perform or upon the occurrence of an event that may cause or result in Contractor's failure to perform any requirement of the Contract. Failure of performance shall include failure by Contractor to fulfill the reporting requirements of the Contract. Additionally, Contractor's contract may be terminated due to economic events that may have an adverse effect on the Office of Contract Counsel' budget or a material change in circumstances including, but not limited to, reduction in the number of cases to be assigned at a given location of the Maricopa County Superior Court or any of its lower courts.

2.2.2 The County may terminate the Contract as follows:

2.2.2.1 For Convenience of the County: Upon thirty (30) days written notice to Contractor.

2.2.2.2 For Cause: Immediately upon written notice to Contractor. Contractor may terminate this contract upon 30 days written notice to the Contract Administrator. Contractor's termination of a contract(s) does not terminate Contractor's duty to continue representing those cases/persons assigned to Contractor prior to the effective date of termination. See section 2.4.4 below.

2.2.3 Contractor may terminate this contract upon 30 days written notice to the Contract Administrator or Director of OCC and the Office of Procurement Services. Contractor's termination of a contract(s) does not terminate Contractor's duty to continue representing those cases/persons assigned to Contractor prior to the effective date of termination. See section 2.4.4 below.

2.3 NON-EXCLUSIVE STATUS:

2.3.1 OCC may contract for the same or similar professional services through persons other than Contractor. This provision applies to OCC only and does not confer upon any Contractor permission to substitute performance in any way without the express written consent of OCC.

2.4 CONTRACTOR'S RESPONSIBILITIES:

2.4.1 Effective Representation. Contractor shall effectively represent the Client including, but not limited to:

2.4.1.1 contacting and conferring with the Client concerning the representation within a maximum of 48 hours of Contractor's notice of appointment;

2.4.1.2 maintaining reasonable contact with the Client until the representation is terminated;

2.4.1.3 using reasonable diligence in notifying the Client of necessary court appearances including any court action that arises out of the Client's non-appearance;

2.4.1.4 conducting such interviews and investigation as are appropriate;

2.4.1.5 appearing in court on time at whatever time the Court designates.

2.4.2 Accept Assignments. Contractor shall accept all assignments made by the Contract Administrator or Director of OCC unless Contractor is not ethically permitted to accept the representation pursuant to Rules of Professional Conduct.

2.4.3 Replacement Representation. In the event Contractor becomes unable to complete an assignment and is allowed to withdraw, Contractor immediately shall report the circumstances to OCC so that OCC may appoint replacement counsel. OCC may require Contractor to account for the time Contractor has actually expended and to return the payment for the representation where appropriate.

2.4.4 Continuing Representation. Contractor has a continuing duty to represent the Client until the court has terminated the representation. Termination of the contract by either party does not terminate the Contractor's duty to provide services in those cases assigned prior to the effective date of the termination.

2.4.5 Removal for Failure of Performance. In the event a Court removes Contractor from representation due to any failure of performance relating to the representation, Contractor shall reimburse the County for any payment made to Contractor relating to the representation and provide a written explanation of the failure of performance.

2.4.6 Determination of Indigence. Contractor shall notify the court and request a re-determination of the Client's indigence if reasonable grounds exist to believe that a Client is not indigent. If the court finds that the client is not indigent, continued representation shall be at the discretion of the court and fees shall not be paid for by Maricopa County.

2.4.7 No Additional Compensation. In matters in which the attorney is receiving compensation from Maricopa County, Contractor may not solicit or accept private or additional compensation of any kind, in any matter that relates to or arises out of the assignment other than compensation as specified in the Contract unless approved in writing by the Contract Administrator or Director of OCC.

2.4.8 Records and Reports. Contractor shall create and keep detailed and accurate case logs, final disposition records and time sheets relating to the representation. Contractor will periodically report on a timely basis data and statistics to the Contract Administrator or Director of OCC. Failure to submit case logs, final disposition records and time sheets in the time and manner specified by OCC may result in withholding compensation until the contractor is in compliance. Contractor shall make available for inspection and copying by the County all records and accounts relating to the work performed or the services provided under the Contract except any document that is privileged as an attorney-client communication. Contractor shall safeguard confidential and privileged information in

accordance with all applicable laws, rules, and regulations, as provided elsewhere in the contract.

2.4.9 Substitute Performance. This is a personal services contract between Contractor and the County. Contractor may, on occasion, allow substitute counsel to appear in court on behalf of the contractor. The substitute counsel must be an attorney who holds a contract with OCC similar to the contractor's contract. If the substitute counsel represents another party in the case, the contractor shall not be paid for the appearance. Any other substitute counsel must be approved in advance by the Contract Administrator or Director of OCC. Notwithstanding the foregoing, the Contractor shall remain primarily responsible for the performance of the contract.

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 by the Contract Administrator or Director of OCC, any other Contract Attorney or their staffs.

2.4.11 Requests for Expenditures. Contractor may not incur any expense for the account of the County without prior authorized approval from OCC. Failure to obtain prior approval may result in non-payment for the expenditure and the debt shall become the personal responsibility of the Contractor. If an approved vendor exceeds the OCC approved amount for the expenditure, OCC is not obligated to pay any such overage and it becomes the personal responsibility of the Contractor. When billing for reimbursement, receipts for all expenses must be included.

OCC will not reimburse Contractor for office supplies, secretarial or other staff services, or any other type of expense that involves the general cost of doing business.

2.4.12 Investigators. Contractor shall submit for approval by the Contract Administrator or Director of OCC any request for appointment of an investigator. If the Contractor does not specify a particular investigator from the group of OCC contract investigators, OCC will select one. Contractor will be responsible for reviewing and certifying the investigator's billings prior to payment by OCC.

2.4.13 Appointment of Interpreters. Interpreters from Maricopa County's Office of Court Interpreters shall be used for non-English-speaking clients as necessary for all court proceedings and out-of-court matters.

2.4.14 Requests for Court Authorization. Any request made of any Court for any order directing any action or payment by OCC or Maricopa County must be served upon the Contract Administrator or Director of OCC in compliance with the Rules of Civil Procedure regarding service and giving notice of motions.

2.4.15 Compliance with Law. Contractor will comply with all laws, including rules and regulations of all governmental accrediting and regulatory authorities, including the State of Arizona, relating to the licensure and regulation of attorneys. In the event the Contractor is suspended by the Arizona State Bar, on an interim or other basis, Contractor must immediately notify OCC of this suspension so that appointment of cases may be stopped. Failure to comply with such notice will result in termination of Contractor's contract(s).

2.4.16 Technological Equipment. Contractor must possess the following equipment to meet the needs of OCC appointment protocol:

2.4.16.1 Desktop or laptop computer,

2.4.16.2 Microsoft Office Suite Software and Adobe Reader; and other software as might be needed to allow contractor to conduct business electronically with OCC,

2.4.16.3 E-mail address and

2.4.16.4 Pager and/or cell phone.

2.4.17 Court Orders for additional compensation. In the event that a Contractor files a motion with any Court for additional compensation or any expenditure in addition to that provided for under the terms of the contract, Contractor must timely serve a copy of the motion upon OCC. Failure to give OCC notice of a motion for additional compensation or expenditure on a timely basis will result in either suspension or termination of the contract.

2.4.18 Monthly Case Logs. All case logs must be returned via e-mail to OCC by the date designated by OCC. Failure to submit case logs by the designated date may result in the withholding of Contractor's monthly contract payment or other payments made by the department on a case-by-case basis until such documentation is provided.

2.4.19 Reporting and Billing periods. Any claim for services must be submitted within 6 months of the service.

2.4.20 Attorney Complaints. Any complaint made to/received by OCC about a Contractor will be forwarded to Contractor with a request for a response to the complaint. The Contractor must respond to the complaint in writing within 10 days and submit a copy of Contractor's response to OCC.

2.5 AVAILABILITY OF FUNDS:

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

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

2.6 LAWS, RULES AND REGULATIONS:

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

2.7 DISPUTES:

Except as otherwise provided by law, any dispute arising under the Contract shall be processed according to the procedure identified in the relevant section(s) of the Maricopa County Procurement Code.

2.8 COMPLIANCE WITH APPLICABLE LAWS:

The Parties shall use reasonable efforts to comply with all applicable federal and state laws, rules and regulations.

2.9 NOTICE:

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:

2.9.1 personal delivery;

2.9.2 one (1) business day from the transmission by electronic mail or facsimile; or

2.9.3 five (5) business days from deposit in the United States mail, registered mail or certified mail, return receipt requested, with postage prepaid to the Notice Address or to the last known address of the Party who is to be given notice.

2.10 RULES OF CONSTRUCTION:

2.10.1 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.

2.10.2 Merger. All prior and contemporaneous contracts, agreements, statements and understandings with respect to the subject matter of the Contract, if any, among the Parties, or their agents, are merged into the Contract, and the Contract shall constitute the entire agreement among the Parties.

2.10.3 Third Party Beneficiaries; No Rights Conferred on Others. Any person who is entitled to indemnity 1.) by the terms of the Contract or 2.) 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.

2.10.4 Severability; Blue Pencil. 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 1.) modified to the extent necessary to make it valid and enforceable or 2.) excluded from the Contract.

2.10.5 Remedies Cumulative. Any remedy in the Contract is cumulative and is not exclusive of any other remedy, and does it limit any other legal or equitable remedy that may be available to any Party.

2.11 MISCELLANEOUS:

2.11.1 Process Server. All expenditures for service of process must be approved by OCC prior to incurring any such expense. In the event that Contractor does not request and receive OCC's approval before incurring such an expense, Contractor may be personally responsible for payment of the process server's service invoice. Contractor will use only a process server approved by OCC.

2.11.2 Court Reporters. Only appellate transcripts are paid directly by OCC. Any other use of court reporters or transcriptionists must be approved in advance by way of a Request for Expenditure of Funds. It is the Contractor's responsibility to deliver the approval to the appropriate, approved vendor.

2.11.2.1 RUSH (delivery within 5 calendar days) and EXPEDITED (delivery within 10 calendar days) transcription requests are strongly discouraged and likely to be

rejected absent unforeseen exigent circumstances. OCC requires that Contractor justify such requests with an explanation as to why additional expense was unavoidable. If the necessity for rush or expedited charges is the result of delay on Contractors part, Contractor will be required to pay any charges beyond the reporter's standard page rate.

2.11.3 Travel. All travel for contractors, witnesses or expert witnesses must be pre-approved and coordinated through OCC. (See Exhibit 3).

2.11.4 Change of Address/Firm. Contractor must advise Office of Procurements Services and OCC promptly in writing of any changes to telephone numbers, e-mail addresses and business addresses and make corrections in the Vendor Self Service portal. If Contractor's business changes its name, this change will modify the contract Contractor has with the Board of Supervisors.

2.11.5 Weapons policy. No weapons, loaded or unloaded, props or real, are to be brought into the courthouse buildings. There are security lockers for storage of these items in the court buildings. If you have questions regarding this policy, call Court Administration at (602) 506-3070.

2.11.6 Adult and Juvenile Contracts. Contractors shall not be awarded both adult and juvenile contracts with the exception of the Adult Civil contract and appeals and PCR assignments.

2.11.7 Appointments:

2.11.7.1 Bench Appointments: Any and all appointments made from the bench without the concurrence of OCC may result in non-payment for the case.

2.11.8 Non-contract appointments: Appointments made, without OCC concurrence, to counsel who have not been awarded the appropriate contract by the Maricopa County Board of Supervisors may result in non-payment for the case.

2.11.9 Billing for Time:

2.11.9.1 All Contractor invoices submitted for payment must contain an itemized statement of hours describing in detail in chronological order the following:

Date	Description of Event	Time (in tenths of an hour)

2.11.9.2 This is a contract between Maricopa County and Contractor. Time for the services of secretaries, paralegals, legal assistants, caseworkers, or any other non-contract person will not be considered when determining hours worked by a Contractor on a case.

2.11.10 Office of Contract Counsel Policies and Procedures. Throughout the contract period, OCC reserves the right to implement new administrative policies and procedures in response to the demands of the Superior Court, its lower courts, the Office of Procurement Services of Maricopa County, the Department of Finance of Maricopa County, and the Board of Supervisors of Maricopa County.

3.0 WORK STATEMENT

3.1 EFFECT:

This Work Statement shall control should there be any conflict with the General Provisions or Consideration sections of this contract.

3.2 DUTIES:

3.2.1 The contractor shall provide legal services as assigned in the following proceedings as determined by the type of areas in which the contractor and Maricopa County agree and for which the contractor is deemed, by Maricopa County, to be qualified:

3.2.1.1 PROBATE COUNSEL

3.2.1.2 PRE-PROBATE GUARDIAN *AD LITEM*

3.2.1.3 PROBATE GUARDIAN *AD LITEM*

3.2.1.4 PROBATE APPEALS

3.3 CONTRACTOR WITHDRAWAL FROM CASE:

3.3.1 Contractor shall move to withdraw after the first annual accounting if the case is expected to have no significant additional activity. In the event the court denies the motion to withdraw, or no such motion is made, contractor shall continue to represent the client in all future matters until the court terminates the representation. In Title 36 Guardianships, the contractor shall remain counsel of record for purposes of the Annual Renewal of Guardianships.

3.4 TERMINATION OF APPOINTMENT:

3.4.1 The duty to represent the client pursuant to this contract continues until terminated by the court. In some cases the representation shall continue beyond the expiration of the contract. The county shall compensate the contractor for services rendered after the termination of the contract. In the event contractor is allowed to terminate the representation of the client before the matter is concluded and substitute counsel must be assigned by the County, contractor shall be responsible for any additional costs associated with the substitution.

3.5 EXTRAORDINARY CASES:

3.5.1 Contractor may petition the Contract Administrator for additional compensation for any assignment that requires Contractor to expend an extraordinary amount of time. Additional compensation must be requested in writing and thereafter negotiated between the Contract Administrator and the Contractor. Any request for additional compensation must include a detailed billing statement of the time spent actively working on the case.

3.6 DE MINIMUS REPRESENTATION:

3.6.1 The contractor shall not be paid for cases assigned in which representation is terminated before any significant amount of work is completed. If the contractor has received payment for such a case, that payment shall be deducted from future payments due the contractor for other cases or the contractor shall reimburse OCC for the amount of the case payment.

3.7 NOTICE OF APPEAL:

3.7.1 Contractor shall notify OCC of contractor’s intent to file a notice of appeal. OCC may, at its discretion, assign different appellate counsel or, at the request of the contractor, allow the contractor to represent the client for the appeal.

4.0 CONSIDERATION

4.1 COMPENSATION:

4.1.1 The following is the schedule of payments :

4.1.1.1	Counsel hours	$330 per assignment. Additional $77 an hour after 10 hours
4.1.1.2	Pre-Probate	$1650
4.1.1.3	GAL	$1650
4.1.1.4	Annual Accounting	$100
4.1.1.5	Title 36 Renewal of Guardianship	$150
4.1.1.6	Probate Appeal	$1650

NOTE: Contractor's primary source of compensation for the services performed pursuant to Probate case assignments shall be the estate of the ward or, if the petition is dismissed, the petitioner. OCC will not pay any compensation unless contractor demonstrates, in writing to OCC, that contractor has petitioned the court for compensation from the estate and/or the petitioner or the Court has declared the Ward indigent. In the event that contractor is awarded compensation by the trial court from either of these sources, contractor will receive <u>no additional</u> compensation from OCC.

4.2 MULTIPLE CASES:

4.2.1 If a contractor is assigned multiple cases for the same client, the contractor shall be paid for the case that would result in the highest payment.

4.3 REASSIGNMENT:

4.3.1 If contractor is reassigned to a case less than a year from being relieved of representation, the contractor will receive no additional compensation on cases which are not entitled to hourly compensation.

4.4 REMOVAL OF THE CONTRACTOR:

4.4.1 In the event that the contractor is removed from a case for failure to perform or inability to perform, the contractor shall reimburse OCC for the funds that have been paid on the assignment. This reimbursement, at the election of OCC, may be accomplished as a result of OCC withholding payments due to the contractor on other contract cases. Failure to perform includes, but is not limited to, failure to appear for a scheduled court proceeding.

4.5 METHOD OF PAYMENT:

4.5.1 ASSIGNMENTS WITHOUT HOURLY BILLING: Subject to the availability of funds, OCC will process and remit to the Contractor a warrant for payment each month during the term of the contract. Payment will be scheduled upon receipt by OCC of documentation of client indigence, minus any adjustments.

4.5.2 ASSIGNMENTS WITH HOURLY BILLING: The contractor will submit an invoice for payment with a billing statement indicating the number of hours that have been devoted to the case, as well as any other required documentation including documentation of client indigence. The billing statement should include the dates of the service provided, the type or nature of the service provided and the amount of time expended, expressed in tenths of an hour.

4.5.3 ADDITIONAL COMPENSATION: Any request for compensation in addition to that which is provided in paragraph one of this section shall include a billing statement of all of the hours devoted to the case in question.

4.6 FAILURE TO PERFORM:

~~4.6.1~~ While no grounds are necessary to terminate the contract by either party, contractors are advised that failure to perform the duties of the contract is likely to result in termination of the contract. Missing scheduled court appearances or deadlines is, among other things, a failure to perform.

4.7 ELECTRONIC BILLING:

4.7.1 In the event OCC implements an electronic billing system, continued assignment of cases may be dependent upon the contractor agreeing to the terms established for that billing system.

4.8 TAXES AND BENEFITS:

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

4.9 REVIEW OF COMPENSATION SCHEDULE:

4.9.1 OCC may review the compensation and fee schedule in this solicitation, as deemed necessary. Changes, if any, shall be at the sole discretion of OCC.

5.0 PROCUREMENT REQUIREMENTS:

5.1 DELIVERY:

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

5.2 INVOICES AND PAYMENTS:

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

- 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
- Description of Services
- Total Amount Due

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

5.2.3 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**).

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

5.3 APPLICABLE TAXES:

5.3.1 **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.

5.3.2 **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.

5.4 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.

5.5 POST AWARD MEETING:

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

6.0 CONTRACTUAL AND SPECIAL TERMS & CONDITIONS:

6.1 TERM:

The Request for Qualifications is for a contract term of seven (7) years.

6.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor(s), renew the term of this Contract up to a maximum of seven (7) additional one (1) year period, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor(s) shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Nothing herein shall be construed to guarantee that the County will subsequently renew or award a Contract.

6.3 INDEMNIFICATION:

6.3.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the Contractor's performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with

any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

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

6.3.3 The scope of this indemnification does not extend to any claim, damage, loss, or expense resulting from the sole negligence of County.

6.4 INSURANCE:

6.4.1 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.

6.4.2 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.

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

6.4.4 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.

6.4.5 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.

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

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

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

6.4.9 The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents,

officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

6.4.10 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

6.4.11 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.4.12 Automobile Liability:

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

Sole proprietors shall provide proof of Automobile Liability Coverage for bodily injury and property damage of $100,000 / $300,000.

6.4.13 Workers' Compensation:

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

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

6.4.14 E&O (Professional)**:**

If necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the **CONTRACTOR**, with limits of no less than $2,000,000 for each claim.

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 $2,000,000 aggregate claims.

6.4.15 Certificates of Insurance:

6.4.15.1 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 **(see Exhibit 4)**, 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.

6.4.15.2 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.

6.4.15.3 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.

6.4.16 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.

6.5 WARRANTY OF SERVICES:

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

6.5.2 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.

6.6 INSPECTION OF SERVICES:

6.6.1 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.

6.6.2 County has the right to inspect 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 in a manner that will not unduly delay the work.

6.6.3 If any of the services do not conform to Contract requirements, County may :

6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements.

6.6.4 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:

6.6.4.1 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

6.6.4.2 Terminate the Contract for default.

6.7 REQUIREMENTS CONTRACT:

6.7.1 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 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.

6.8 TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

6.9 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.

6.10 CONTRACTOR LICENSE REQUIREMENT:

6.10.1 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.

6.11 AMENDMENTS:

All amendments to the 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.

6.12 ADDITIONS/DELETIONS OF SERVICE:

6.12.1 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.

6.13 STRICT COMPLIANCE:

Acceptance by County (OCC) of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of any term or an acceptance of anything less than strict compliance with all other terms.

6.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from the Contract without cost or other restriction. The County shall have complete discretion to create or prepare reports or compilations of data relating to the Contract. The data and reports or compilations of data are public records under Arizona law.

6.15 NON-DISCRIMINATION AND EQAL EMPLOYMENT OPPORTUNITY:

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://www.azgovernor.gov/dms/upload/EO_2009_09.pdf 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.

6.16 ISRAEL BOYCOTT:

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

6.17 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

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

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

6.17.1.2 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;

6.17.1.3 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

6.17.1.4 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.

6.17.2 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.

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

6.18.1 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.

6.18.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 25 A 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 department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.19 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:

6.19.1 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,

6.19.2 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.

6.20 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.*

6.21 RETENTION AND ADEQUACY OF RECORDS (ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW):

6.21.1 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.

6.21.2 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.

6.21.3 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.

6.21.4 OCC will not pay for costs associated with the storage of any records or files created for, pertaining to, or arising from, this contract.

6.22 AUDIT DISALLOWANCES:

6.22.1 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.

6.23 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.

6.24 PUBLIC RECORDS:

Under Arizona law, all Contracts are public records and must be retained by the Records Manager at the Office of Procurement Services. Contracts shall be open to public inspection and copying after Contract award and execution, except for such Contracts or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services.

6.25 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.

6.26 INDEPENDENT CONTRACTOR:

6.26.1 Contractor's relationship to the County is that of an independent Contractor and not as an employee.

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

6.26.3 No persons or services utilized by Contractor in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, and other employee benefits and all taxes and premiums relating to such persons, and shall defend , indemnify and hold the County harmless for any and all claims, suits, liability and damages which the County may incur because of Contractor's failure to pay such taxes or obligations.

6.27 WAIVER OF CLAIMS:

6.27.1 Contractor accepts the compensation provided in the Contract in lieu of any other claim, demand, request or compensation for the services that Contractor provides pursuant to the Contract.

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

6.27.3 Any dispute concerning the reasonableness or adequacy of the compensation under the Contract shall be resolved by reference to the value of the Contract as a whole and not by reference to a single case or to a portion of the cases that Contractor has performed under the Contract.

6.27.4 This section is not severable, in whole or in part, from any other provision of the Contract. In the event any portion of the Contract is found to be invalid or unenforceable, the Contract may be terminated in the sole discretion of the Contract Administrator, or Director of OCC through the Office of Procurement Services.

6.28 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

6.29 GOVERNING LAWS:

The Contract shall be governed and construed in accordance with 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.

6.30 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.