

SERIAL 05059 S PRIVATE INVESTIGATOR SERVICES – OPDS

DATE OF LAST REVISION: June 26, 2008 CONTRACT END DATE: July 31, 2011

CONTRACT PERIOD THROUGH JULY 31, 2008 2011

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PRIVATE INVESTIGATOR SERVICES – OPDS**

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 **July 06 2005 (eff. 07/01/05)**.

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

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Materials Management
Sheri Hill, Office of Contract Counsel

(Please remove Serial 03078-S from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **PRIVATE INVESTIGATOR SERVICES – OCC
(NIGP 96150)**

1.0 **INTENT:**

The intent of this contract is identify qualified providers of private investigator services for the Maricopa County Office of Contract Counsel for defendants in criminal proceedings, and civil or criminal contempt proceedings in Maricopa County Justice and Superior Courts, as well as civil proceedings in Juvenile Dependency/Severance cases in the Juvenile Court. Contractor may also be assigned to investigate on behalf of witnesses or other persons involved in other proceedings in the courts of Maricopa County. Multiple contractor awards will be made. Maricopa County reserves the right to make subsequent awards as requirements may demand.

2.0 **TECHNICAL SPECIFICATIONS:**

PREFACE:

The defender investigator conducts investigations, reviews and assembles evidence and provides recommendations for further development or investigation steps as warranted

2.1 MINIMUM QUALIFICATIONS

2.1.1 *To qualify for an investigative contract with Maricopa County, contractor must minimally, possess two (2) of the four (4) qualifications listed below:*

(List those qualifications you possess, on Attachment A).

2.1.1.1 Five (5) years licensed investigative experience in Arizona

2.1.1.2 Certified in administration of Polygraph Examinations.

2.1.1.3 Bilingual, fluent in English and in another language other than English (Preferably Spanish)

2.1.1.4 Ten (10) hours of continuing education within the last year (professional seminars and/or conferences, related to professional development relevant to the service defined in this solicitation.

2.1.2 To qualify for an investigative contract with Maricopa County, contractor must possess both of the following:

2.1.2.1 Valid Arizona State private investigator license in the name of the contractor or his/her own individual business name. ***It is not sufficient to be working as a private investigator using the license of another person.*** A copy of the license shall accompany your response.

2.1.2.2 Membership, in good standing, with the Arizona Association of Licensed Private Investigators (AALPI). **Proof of membership is required -COPY.**

2.2 KNOWLEDGE, SKILLS AND ABILITIES:

2.2.1 Contractor must have knowledge of law enforcement and government relations, as they relate to indigent defense administration.

2.2.2 Ability to plan, organize, and effectively present ideas and concepts to others.

2.2.3 Ability to assimilate information from a variety of sources, analyze information and make or recommend the course of investigation.

2.2.4 Ability to establish and maintain effective working relationships.

- 2.2.5 Ability to communicate effectively, orally and in writing.
- 2.2.6 Demonstrate knowledge and experience in the criminal justice system
- 2.2.7 Ability to interact with clients, their families, attorney and other professionals.

2.3 CONTRACTOR INFORMATION RELATED TO PARTNERS AND/OR ASSOCIATES

ALL QUESTIONS MUST BE ANSWERED. PROVIDE YOUR RESPONSE ON ATTACHMENT D. IF ANY SECTION DOES NOT APPLY , PLEASE MAKE A STATEMENT TO THAT EFFECT

- 2.3.1 Provide name, title, address, e-mail, telephone, and fax number for the primary contact.
- 2.3.2 Indicate the use of associates or partners, including the following information for each associate or partner entity:
 - 2.3.2.1 Name, title and indicate if licensed by the Arizona Department of Public Safety.
 - 2.3.2.2 Experience.
 - 2.3.2.3 References.
 - 2.3.2.4 Expertise.
 - 2.3.2.5 Role.

2.4 GENERAL FUNCTIONALITY: **PROVIDE THE FOLLOWING INFORMATION/RESPONSE ON ATTACHMENT E. YOUR RESPONSE SHALL ADDRESS EACH SECTION, AS NUMBERED (2.4.1 thru 2.4.12). FAILURE TO ADDRESS EACH SECTION MAY DEEM YOUR RESPONSE AS UNACCEPTABLE FOR AWARD**

- 2.4.1 Describe how you would assist in the development of defense strategies and case theories.
- 2.4.2 Describe how you would provide telephone or written guidance to attorneys.
- 2.4.3 Describe how you would work with attorneys to investigate case and development detailed evidence as appropriate.
- 2.4.4 Describe how you would review case documentation and make recommendations securing additional background information that may be needed for the case.
- 2.4.5 Describe how you would conduct field investigations with approval of the attorney including, but not limited to, taking photographs or videotapes.
- 2.4.6 Describe how you would interface with criminal authorities, investigators from other law enforcement agencies, and contacts at other related agencies.
- 2.4.7 Describe how you would update attorneys regularly on progress of investigators and recommendations for further initiatives or preparation of the case.
- 2.4.8 Describe how you would locate and interview potential witnesses in defense of criminal cases.
- 2.4.9 Describe how you would obtain and evaluate physical and documentary evidence.
- 2.4.10 Describe how you would prepare oral and written investigative reports.
- 2.4.11 Describe how you would maintain case files and case logs.
- 2.4.12 Describe your technological abilities.

2.5 DEFAULT, SUSPENSION AND TERMINATION

The Contract Administrator may suspend, modify or terminate 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. Contractor's contract may be

terminated due to economic events that may have an adverse effect on the Office of Contract Counsel's budget.

2.5.1 The County may terminate the contract as follows:

2.5.1.1 No Cause: Upon thirty days written notice to contractor.

2.5.1.2 For Cause: Immediately upon written notice to contractor.

2.5.2 Contractor may terminate this contract upon thirty (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.

2.6 NON-EXCLUSIVE STATUS

OCC may provide or receive the same or similar professional services through persons or firms other than contractor, as requirements may demand.

2.7 CONTRACTOR RESPONSIBILITIES

2.7.1 Effective Investigation. Contractor shall provide effective investigation for the Client including, but not limited to, the following efforts:

2.7.1.1 Contacting the Client concerning the representation within 48 hours of receipt of a notice of appointment;

2.7.1.2 Maintaining reasonable contact with the Client until the representation ends;

2.7.1.3 Exercising reasonable diligence to notify the Client of necessary court appearances including any court action that arises out of the Client's non-appearance; and

2.7.1.4 Conducting such interviews and investigation as are appropriate.

2.7.2 Assignment of Cases. Contractor will be assigned to cases pursuant to this Contract as selected by the Contract Administrator. Contract does not guarantee any minimum assignment of cases or any minimum compensation.

The Contractor may be assigned to assist an individual who is representing himself or herself before the court if the court has determined that an investigator should be appointed. In such a case, the Contractor will be directed by the self-represented client and not by an attorney. Contractor is nonetheless responsible for complying with all statutes and court rules in such representation.

Contractor may designate 10 days during the course of the contract during which no appointments will be accepted except that the last 10 days of the contract term may not be so designated. In order to provide for the orderly scheduling of cases, Contractor must, in writing, notify OCC 14 days prior to invoking this provision.

In the event contractor becomes unable to complete an assignment and is allowed to withdraw from appointment, contractor shall immediately report the circumstances of the withdrawal to OCC so that OCC may appoint a replacement contractor. OCC may require contractor to return any unearned payment for the representation.

In the event a Court removes contractor from representation for 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.

- 2.7.3 Accept Assignments. Contractor shall accept all assignments made by the Contract Administrator unless Contractor is not ethically permitted to accept the assignment.
- 2.7.4 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 a replacement. OCC will require Contractor to account for the time Contractor has actually expended and to return any payment for the assignment when appropriate.
- 2.7.5 Continuing Representation. Contractor has a continuing duty to represent Clients until the court has terminated the representation. Termination of a contract(s) by either the County or the Contractor does not terminate Contractor's duty to provide services in those cases assigned prior to the effective date of termination. The County will not compensate Contractor for services rendered after termination or expiration of the Contract absent extraordinary circumstances.
- 2.7.6 Contractor Withdrawal from Case. Contractor agrees to work on all assignments except where ethically prohibited from doing so. If such an ethical prohibition arises, contractor will notify assigned counsel of the conflict for appropriate action.
- 2.7.7 Termination of Assignment. Contractor's duties with regard to an assignment under this contract continue until the authorized hours are expended or the assignment is concluded - whichever occurs first. If a contractor exceeds the authorized hours, OCC is under no obligation to ratify contractor's conduct and contractor may not require OCC's retroactive approval of any unauthorized work hours.
- 2.7.8 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.
- 2.7.9 No Additional Compensation. Contractor may not solicit or accept private or additional compensation of any kind, including fees, costs or any other form of present or future compensation, in any matter that relates to or arises out of a pending assignment or representation.
- 2.7.10 Records and Reports. Contractor shall create and keep detailed and accurate case logs, final disposition records and time sheets of the representation. Contractor will report on a timely basis data and statistics periodically to the Contract Administrator in the manner prescribed by OCC. Failure to submit case logs, final disposition records, and time sheets in the time and manner specified by OCC will result in withholding compensation until the contractor is in compliance and may result in termination of the contract. Contractor shall make available for inspection and copying by the County all records and accounts relating to the work performed 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, standards and regulations.
- 2.7.11 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, any Contract Attorney or their staffs. Contractor shall notify OCC if any non-contract investigator performs services behalf of a client.

2.7.12 Substitute Performance. This is a personal services contract between Contractor and the County. Contractor may substitute performance only with prior written consent of the Contract Administrator. No prior substitute performance agreements, verbal or written, are ratified, recognized or accepted by OCC simply because a previous Contract Administrator gave verbal or written consent to such agreements. Any previous consent to such agreements is revoked. Contractor may provide a substitute performance only in the event Contractor is ill, on approved vacation, or otherwise physically unable to appear at any court proceeding. Notwithstanding the foregoing, Contractor shall remain primarily responsible for the performance of the Contract.

2.7.13 Requests for Expenditures. Contractor shall submit for approval by the Contract Administrator all requests for payment of expert witness fees, travel expenses, publication of legal notices, social worker fees, service of process (other than local service), court transcript fees and other reasonable and necessary expenditures. Contractor may not incur any expense for the account of the County without prior approval of the Contract Administrator. Failure to obtain prior approval will result in non-payment for the expenditure and the debt shall become the personal responsibility of the contractor. A copy of the County's approval must be given to the approved experts, transcriptionist, investigators, newspapers, etc. for their billing purposes prior to the commencement of their work. If an approved expert, transcriptionist, investigator or any other person exceeds the OCC-approved amount for the expenditure, OCC is not obligated to pay any such overage and the overage becomes the personal responsibility of the contractor. When billing for reimbursement, receipts for all expenses must be attached. All expenses must be approved by OCC prior to incurring the expense.

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

2.7.14 Appointment of Interpreters. Interpreters from the Office of Court Interpreters will be used for non-English-speaking Clients as necessary for all court proceedings and out-of-court matters.

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

2.7.16 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 investigators. In the event that contractor is suspended by the Arizona Department of Public Safety, on an interim or other basis, contractor must notify OCC immediately. Failure to give such notice will result in termination of contractor's contract(s).

2.7.17 Technological Equipment. Contractor must possess the following:

2.7.17.1 Desktop or laptop computer;

- 2.7.17.2 Microsoft Windows Word, Excel and Adobe Reader;
- 2.7.17.3 E-mail address; and
- 2.7.17.4 Pager and/or cell phone.

- 2.7.18 Court Orders for additional compensation. In the event that a contractor files a motion with any Court for additional compensation that otherwise would not be covered under the contract, contractor must timely serve a copy of the motion upon OCC in compliance with the Rules of Civil Procedure regarding notice. Failure to give OCC notice of a motion for additional compensation on a timely basis will result in either suspension or termination of the contract.
- 2.7.19 Monthly Case Logs. All logs must be returned by mail, or by the Internet if operational, to OCC by the designated date. This information includes all changes to case dispositions, hours-to-date and possible credits. Failure to submit Case Logs by the designated date will 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 submitted and may result in the termination of the contract.
- 2.7.20 Billing period. Any case reported to OCC that is six (6) months old or older from the date of appointment will not be compensated by OCC. In addition, no service performed by contractor that is six (6) months old or older will be paid by OCC. Such claims must be submitted to the Office of County Counsel of the Maricopa County Attorney's Office.

2.8 AVAILABILITY OF FUNDS

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

2.9 INDEPENDENT CONTRACTOR

- 2.9.1 Contractor's relationship to the County shall be as an independent contract and not as an employee.
- 2.9.2 This contract does not constitute, create, give rise to or otherwise recognize a joint venture, partnership, agency or employment relationship. The rights and obligations of the Parties shall be only those expressly set forth in the contract.
- 2.9.3 No persons supplied by contractor in the performance of obligations under the contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue for the benefit of such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, other employee benefits and all taxes and premiums relating to such persons, and shall save and hold the County harmless with respect to those obligations in the event of a claim for one or more of them is brought against Maricopa County.

2.10 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.

2.11 AMENDMENTS

All amendments to the Contract must be in writing, signed by both parties, and approved by the Maricopa County Board of Supervisors. In the event contractor becomes temporarily unable to perform the contract, the Contract Administrator and contractor shall make reasonable efforts to temporarily suspend payment under the contract.

2.12 STRICT COMPLIANCE

Acceptance by OCC of performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of any term, including strict compliance with all other terms.

2.13 LAWS, RULES AND REGULATIONS

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

2.14 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Contractor, in the performance of the contract, will not discriminate against any person based on race, religion, sex, national origin, or disability.

2.15 RETENTION AND ADEQUACY OF RECORDS

Contractor agrees to retain all books, records, and other documents relevant to the contract for six (6) years after final payment or until after the resolution of any audit questions, whichever is longer. County, state or federal auditors, and any other persons duly authorized by the County, shall have full access to, and the right to examine, copy and make use of all such materials.

OCC will not pay for costs associated with the mailing transmission, transport, or delivery or storage of any documents, records or files relating to, or arising from this contract.

2.16 AUDIT AND AUDIT DISALLOWANCE

Contractor shall reimburse the County for any service or expenditure that is not sufficiently documented in Contractor's files, books, records and other documents. In the event the County disallows any payment or request for payment pursuant to this section, OCC shall notify contractor in writing of the disallowance and the required course of action relating to the disallowance. OCC may recover from contractor any sums due through an action at law or as a setoff or counterclaim.

2.17 DISPUTES

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

2.18 CLAIMS FOR PAYMENT

Contractor must submit an original *Invoice in Support of Request for Warrant* on the form prescribed by the County for payments. Invoices submitted more than six (6) months after the conclusion of the appointment must be submitted to County Attorney's Office, Division of County Counsel, as a claim against Maricopa County.

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

2.19 WAIVER OF CLAIMS

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

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

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

- 2.19.1 County's average cost per case for all the services provided by Contractor under the Contract, compared to the County's average cost per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate and other contract investigators;
- 2.19.2 County's average cost per hour of services provided by Contractor under the Contract, compared to the County's average cost per hour for the same services performed by the Public Defender, Legal Defender, Legal Advocate and other contract Investigators; and
- 2.19.3 Contractor's average hours per case, compared to the average hours per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other contract investigators.

This section is not severable, in whole or in part, from any other provision of the Contract. In the event any portion of the Contract is construed as invalid or unenforceable, the Contract may be terminated in the sole discretion of the Contract Administrator.

2.20 GOVERNING LAWS

The Contract shall be governed and construed in accordance with the laws of the State of Arizona. Any action to enforce or interpret the Contract shall be litigated in the Maricopa County Superior Court only after the exhaustion of administrative remedies.

2.21 SECURITY AND PRIVACY

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such court order pertaining to the production of such information.

2.22 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.

2.23 COMPLIANCE WITH APPLICABLE LAWS

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

2.24 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:

- 2.24.1 Personal delivery;
- 2.24.2 One (1) business day from the confirmed transmission by telecopier; or
- 2.24.3 Three (3) business days from deposit in the United States mail, registered or certified mail, return receipt requested, and postage prepaid to the Notice Address or to the last known address of the Party who is to be given notice.

2.25 RULES OF CONSTRUCTION

- 2.25.1 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.
- 2.25.2 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.
- 2.25.3 Successors. The Contract shall be binding upon and inure to the benefit of, and shall be enforceable by, the successors, assignees and transferees of the Parties.
- 2.25.4 Third Party Beneficiaries; No Rights Conferred on Others. Any person who is entitled to indemnity (i) by the terms of the Contract or (ii) by operation of law, is a third party beneficiary of the Contract to the extent only that such status is necessary to fulfill or enforce the indemnification.
- 2.25.5 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 (i) modified to the extent necessary to make it valid and enforceable or (ii) excluded from the Contract.
- 2.25.6 Remedies Cumulative. Any remedy in the Contract is cumulative and is not exclusive of any other remedy nor does it limit any other legal or equitable remedy that may be available to any Party.

2.26 MISCELLANEOUS

2.26.1 Process Server

Currently, OCC has purchase agreements with E-Z Messenger and Frontier Attorney Services. A subpoena issued by the Clerk of the Court must be given directly to one of these firms for service without pre-approval by OCC. You must, however, use the appropriate form so that these firms know to invoice OCC and not you.

2.26.2 Court Reporters

Only Appellate and Post-Conviction relief transcripts are paid automatically by OCC. Any other use of court reporters or transcriptionists must be approved beforehand by a Request for Expenditure of Funds. It is the contractor's responsibility to deliver the approval to the appropriate vendor. As a general rule, when you request transcripts during a trial (to impeach a witness, etc.), you should make it clear to the court reporter that you alone are requesting a transcript of the testimony and that OCC will pay \$2.50 per page for the original only and an additional \$0.30 per page for one copy. If a motion for retrial is granted, the County Attorney and the defense should share the cost of the transcript of original trial. OCC encourages you to bring this to the court's attention. RUSH (w/in 5 days) and EXPEDITED (w/in 10 days) transcription requests are strongly discouraged. OCC requires that contractor justify such requests with an explanation of why this

expense was unavoidable. If the necessity for rush service is the result of delay on contractors part, contractor will be required to pay the premium rate differential to the court reporter.

2.26.3 Audio and Video Tape Transcription

Currently, the only approved contract vendor for audio and video tape transcription is Copperstate Reporting. It is the responsibility of each contractor to deliver the tapes in time to take advantage of the regular delivery rate (\$2.50/page) of 20 calendar days. The expedited delivery rate (\$2.75/page) for 10 calendar days and the Rush delivery rate (\$5.00/page) for 1 day will not be approved absent extraordinary circumstances.

2.26.4 Travel

All travel for contractors, witnesses or experts must be pre-approved and scheduled through OCC. If a car rental is necessary, OCC will ask that contractor supply OCC with credit card information so that a vehicle may be reserved for contractor. OCC will work with contractor to make these arrangements.

2.26.5 Identification Badges

Identification badges are available to contract counsel at no charge. To obtain a department identification badge please contact OCC at 602/506-7228 for an appointment.

2.26.6 Change of Address/Firm

Please advise OCC promptly in writing of any changes to telephone numbers, e-mail addresses and business addresses. If contractor's business changes its name, please remember that this will modify the contract contractor has with the Board of Supervisors. OCC asks that you notify OCC in writing, but also work with OCC by telephone, so OCC know who to pay and where to send the checks.

2.26.7 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.

2.27 EFFECT

The Technical Specifications stated herein, controls over any conflict with the General Provisions or Consideration sections of this contract.

2.28 DUTIES

In addition to the duties specified herein, contractor shall provide investigative services only to those persons who have been found to be indigent by a trial or appellate court.

2.29 ASSIGNMENT OF CASES

OCC will compensate contractor on an hourly basis for each assigned client with an initial maximum allotment of approved hours.

2.30 COMPENSATION

2.30.1 LIMITED SCOPE OF RESPONSIBILITY.

2.30.1.1 OCC will not compensate contractor to:

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

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

- 2.30.1.4 Attend or participate in Jury Selection;
- 2.30.1.5 Attend or participate in trials unless it is for the time spent testifying as a witness; and
- 2.30.1.6 Attend or participate in pretrial conferences or hearings unless called as a witness.

2.30.2 OVERHEAD

OCC will not compensate contractor for various overhead costs associated with day-to-day business. These costs include: supplies, hourly fees for opening a file, items that are compensated through billable time, secretarial expenses, expenses for stationary, postage, envelopes, transmission by facsimile, parking and supplies, fees for issuing subpoenas charged by the Clerk of the Court, or other items that are an ordinary cost of doing business.

2.30.3 NO ADDITIONAL COMPENSATION

Contractor may not solicit or accept private or additional compensation of any kind, including additional hourly or flat fees from any source including family members or friends of the client, in any matter that relates to or arises out of a pending assignment or representation.

2.30.4 This section specifies the amount of compensation that OCC shall pay contractor for the services provided pursuant to this contract.

2.30.4.1 If contractor terminates the contract prior to its expiration, contractor will be responsible for the completion of cases assigned to him/her prior to the termination at the same rate the contract was previously compensated.

2.30.4.2 This is a three (3) year contract, with the 1st year defined as July 1, 2005 through June 30, 2006, the 2nd year period defined as July 1, 2006 through June 30, 2007 and the 3rd year period defined as July 1, 2007 through June 30, 2008.

2.30.4.3 This contract does not guarantee any minimum assignment of cases or any minimum compensation.

2.31 METHOD OF PAYMENT

2.31.1 **Hourly fees/compensation are predetermined, and are not negotiable. The parties shall calculate contractor's compensation in accordance with the following Schedule of Services and Fees:**

2.31.1.1 *Homicide and Major Felony cases at \$35.00 per hour with an initial maximum allotment of fifty (50) hours.*

2.31.1.1.1 *This caseload is defined as: 1st degree murder (Capital and Non-Capital); 2nd degree murder; Manslaughter; Negligent Homicide; and all other major felony cases.*

2.31.1.2 *All other cases at \$25.00 per hour with an initial maximum allotment of ten (10) hours.*

2.31.1.2.1 *This caseload is defined as: delinquency; dependency; special advocacy (GAL appointments); adult felony; probate; and mental health.*

2.31.2 Subject to the availability of funds, OCC shall pay the above compensation after the first allotment of hours of work is conducted on the case and upon the receipt of an original signed Invoice in Support of Request for Warrant. In the event a contractor withdraws from investigative services on the case, or is otherwise removed from further

representation, prior to having earned the amount of his/her compensation, contractor will be required to refund to Maricopa County any overpayment.

2.32 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.33 DELIVERY OF SERVICES

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

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract, to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Full compliance with stated specifications

3.4.2 Acceptance of predetermined hourly compensation/fee rate.

3.4.3 Full and complete bid/response, inclusive of all information, licenses, certificates, attachments, etc.

3.4.4 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.6 INDEMNIFICATION AND INSURANCE:

3.6.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 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 and costs, relating to this Contract.

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

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

3.6.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

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 the County, constitute a material breach of this Contract.

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

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

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such 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 the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

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

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents,

representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.6.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 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 including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.6.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.6.2.3 Workers' Compensation. The Contractor shall carry 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, as well as 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.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.6.3 Certificates of Insurance.

3.6.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.6.3.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

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

3.6.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.6.5 Cancellation and Expiration Notice.

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

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 602-506-3274
(sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

SHERI ZEDEK, CONTRACT ADMINISTRATOR, OCC, 602-506-1140

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled) and one (1) "copy" (labeled). Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

CRAIG AND ASSOCIATES LLC, POST OFFICE BOX 15132, PHOENIX, AZ 850605132

PRICING SHEET: NIGP 9615001

1.0 PRICING:

HOURLY FEES/COMPENSATION, AS DEFINED HEREIN, ARE PREDETERMINED, AND ARE NOT NEGOTIABLE

ITEM DESCRIPTION

1.0	Homicide and Major Felony cases, as defined in Sections 2.3.1.1 and 2.3.1.1.1	<u>\$35.00/hour</u>
2.0	All other cases, as defined in Sections 2.3.1.2 and 2.3.1.2.1	<u>\$25.00/hour</u>

Terms: NET 30

Vendor Number: W000003591 X

Telephone Number: 602/840-5879

Fax Number: 602/840-2495

Company Contact (REP) Jon Craig

E-mail Address: joncraigpi@cox.net

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2008.**

HANRATTY INVESTIGATIONS, 45 WEST JEFFERSON SUITE 215, PHOENIX, AZ 85003

PRICING SHEET: NIGP 9615001

1.0 PRICING:

HOURLY FEES/COMPENSATION, AS DEFINED HEREIN, ARE PREDETERMINED, AND ARE NOT NEGOTIABLE

ITEM DESCRIPTION

1.0	Homicide and Major Felony cases, as defined in Sections 2.3.1.1 and 2.3.1.1.1	<u>\$35.00/hour</u>
2.0	All other cases, as defined in Sections 2.3.1.2 and 2.3.1.2.1	<u>\$25.00/hour</u>

Terms:	NET 30
Vendor Number:	W000003022 X
Telephone Number:	602/256-2917
Fax Number:	602/256-2576
Company Contact (REP)	Arthur Hanratty
E-mail Address:	jimboh@inficad.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2008 2011.

BENNY LUCERO, 1851 E. CAMPOBELLO DRIVE, PHOENIX, AZ 85022

PRICING SHEET: NIGP 9615001

1.0 PRICING:

HOURLY FEES/COMPENSATION, AS DEFINED HEREIN, ARE PREDETERMINED, AND ARE NOT NEGOTIABLE

ITEM DESCRIPTION

1.0	Homicide and Major Felony cases, as defined in Sections 2.3.1.1 and 2.3.1.1.1	<u>\$35.00/hour</u>
2.0	All other cases, as defined in Sections 2.3.1.2 and 2.3.1.2.1	<u>\$25.00/hour</u>

Terms: NET 20

Vendor Number: W000003068 X

Telephone Number: 602/765-7661

Company Contact (REP) Benny Lucero

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2008 2011.**

**OUTBACK ADJUSTING AND INVESTIGATIVE SERVICES LLC, 8713 E EDWARD AVENUE,
SCOTTSDALE, AZ 85250**

PRICING SHEET: NIGP 9615001

1.0 PRICING:

HOURLY FEES/COMPENSATION, AS DEFINED HEREIN, ARE PREDETERMINED, AND ARE NOT NEGOTIABLE

ITEM DESCRIPTION

1.0	Homicide and Major Felony cases, as defined in Sections 2.3.1.1 and 2.3.1.1.1	<u>\$35.00/hour</u>
2.0	All other cases, as defined in Sections 2.3.1.2 and 2.3.1.2.1	<u>\$25.00/hour</u>

Terms:	NET 30
Vendor Number:	W000003846 X
Telephone Number:	480/483-1001
Fax Number:	480/452-0160
Company Contact (REP)	Leland Damner
E-mail Address:	gotproof@cox.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2008 2011.

SALINAS INVESTIGATIONS, 5130 W. BASELINE ROAD SUITE #117 PMB236, LAVEEN, AZ 85339
11 W. JEFFERSON STE SUITE #2, PHOENIX, AZ 85003

PRICING SHEET: NIGP 9615001

1.0 PRICING:

HOURLY FEES/COMPENSATION, AS DEFINED HEREIN, ARE PREDETERMINED, AND ARE NOT NEGOTIABLE

ITEM DESCRIPTION

1.0	Homicide and Major Felony cases, as defined in Sections 2.3.1.1 and 2.3.1.1.1	<u>\$35.00/hour</u>
2.0	All other cases, as defined in Sections 2.3.1.2 and 2.3.1.2.1	<u>\$25.00/hour</u>

Terms: NET 30

Vendor Number: W000003054 X

Telephone Number: ~~602/799-0095~~ **602/290-1942**

Fax Number: 602/252-8237

Company Contact (REP) Stella Salinas

E-mail Address: StellaS100@aol.com

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2008 2011.**

DK INVESTIGATIVE SERVICES LLC, P. O. BOX 4304, SCOTTSDALE, AZ 85261

PRICING SHEET: NIGP 9615001

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING:

HOURLY FEES/COMPENSATION, AS DEFINED HEREIN, ARE PREDETERMINED, AND ARE NOT NEGOTIABLE

ITEM DESCRIPTION

1.0	Homicide and Major Felony cases, as defined in Sections 2.3.1.1 and 2.3.1.1.1	<u>\$35.00/hour</u>
2.0	All other cases, as defined in Sections 2.3.1.2 and 2.3.1.2.1	<u>\$25.00/hour</u>

Terms: NET 30

Vendor Number: W000003414 X

Telephone Number: 480/220-1270

Fax Number: 602/789-9592

Company Contact (REP) Donald Keenom

E-mail Address: dkpi@cox.net

Certificates of Insurance Required

Contract Period: To cover the period ending July 31, 2008.

AWARD EFFECTIVITY DATE 10/01/05

COONING PRIVATE INVESTIGATIONS, 3875 N 44TH STREET #275, PHOENIX, AZ 85018

PRICING SHEET: NIGP 9615001

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING:

HOURLY FEES/COMPENSATION, AS DEFINED HEREIN, ARE PREDETERMINED, AND ARE NOT NEGOTIABLE

ITEM DESCRIPTION

1.0	Homicide and Major Felony cases, as defined in Sections 2.3.1.1 and 2.3.1.1.1	<u>\$35.00/hour</u>
2.0	All other cases, as defined in Sections 2.3.1.2 and 2.3.1.2.1	<u>\$25.00/hour</u>

Terms: NET 20

Vendor Number: W000007231 X

Telephone Number: 602-821-4065

Fax Number: 602-212-2301

Company Contact (REP) Timothy Cooning

E-mail Address: tcooning@mergecom.com

Contract Period: To cover the period ending July 31, 2008.

AWARD EFFECTIVITY DATE 12/14/06

INTELLIQUEST INVESTIGATIONS, PO BOX 5354, TUCSON, AZ 85703-5354

PRICING SHEET: NIGP 9615001

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING:

HOURLY FEES/COMPENSATION, AS DEFINED HEREIN, ARE PREDETERMINED, AND ARE NOT NEGOTIABLE

ITEM DESCRIPTION

1.0	Homicide and Major Felony cases, as defined in Sections 2.3.1.1 and 2.3.1.1.1	<u>\$35.00/hour</u>
2.0	All other cases, as defined in Sections 2.3.1.2 and 2.3.1.2.1	<u>\$25.00/hour</u>

Terms: NET 30
Vendor Number: W000007304 X
Telephone Number: 480-966-2707
Fax Number: 520-617-0148
Company Contact (REP) James Williams
E-mail Address: jim@desertmecca.com
Contract Period: To cover the period ending July 31, 2008 2011.

AWARD EFFECTIVITY DATE 12/14/06

DICARLO ASSOCIATES LLC, 20280 . 59TH AVENUE SUITE 115631, GLENDALE, AZ 85308
5657 W. POTTER DRIVE, GLENDALE, AZ 85308

PRICING SHEET: NIGP 9615001

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING:

HOURLY FEES/COMPENSATION, AS DEFINED HEREIN, ARE PREDETERMINED, AND ARE NOT NEGOTIABLE

ITEM DESCRIPTION

1.0	Homicide and Major Felony cases, as defined in Sections 2.3.1.1 and 2.3.1.1.1	<u>\$35.00/hour</u>
2.0	All other cases, as defined in Sections 2.3.1.2 and 2.3.1.2.1	<u>\$25.00/hour</u>

Terms: 1% 10 Days Net 30

Vendor Number: W000009985 X

Telephone Number: 623/476-5567

Fax Number: 623/321-6058

Company Contact (REP) Van DiCarlo

E-mail Address: vandicarlo.pi@cox.net

Contract Period: To cover the period ending July 31, 2008 2011.

AWARD EFFECTIVITY DATE 05/17/07

PRIVATE EYE INVESTIGATIONS LLC., 86 W. UNIVERSITY DRIVE #101C, MESA, AZ 85201
4040 E. MCDOWELL RD #206, PHOENIX, AZ 85008

PRICING SHEET: NIGP 9615001

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES N/A NO

INTERNET ORDERING CAPABILITY: YES NO N/A % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING:

HOURLY FEES/COMPENSATION, AS DEFINED HEREIN, ARE PREDETERMINED, AND ARE NOT NEGOTIABLE

ITEM DESCRIPTION

- | | | |
|-----|---|---------------------|
| 1.0 | Homicide and Major Felony cases, as defined in Sections 2.3.1.1 and 2.3.1.1.1 | <u>\$35.00/hour</u> |
| 2.0 | All other cases, as defined in Sections 2.3.1.2 and 2.3.1.2.1 | <u>\$25.00/hour</u> |

Terms: NET 30

Vendor Number: W000009986 X

Telephone Number: ~~602/267-1682~~ 480/633-3396

Fax Number: ~~602/273-3777~~ 480/668-1948

Company Contact (REP) Stephen Rosenthal

E-mail Address: srosenthal@privateeyeinvestigations.com
info2@privateeyeinvestigations.com

Contract Period: To cover the period ending July 31, 2008 2011.

AWARD EFFECTIVITY DATE 05/17/07

SEBIA LLC, 4960 S. GILBERT ROAD SUITE #1-484, CHANDLER, AZ 85249

PRICING SHEET: NIGP 9615001

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING:

HOURLY FEES/COMPENSATION, AS DEFINED HEREIN, ARE PREDETERMINED, AND ARE NOT NEGOTIABLE

ITEM DESCRIPTION

1.0	Homicide and Major Felony cases, as defined in Sections 2.3.1.1 and 2.3.1.1.1	<u>\$35.00/hour</u>
2.0	All other cases, as defined in Sections 2.3.1.2 and 2.3.1.2.1	<u>\$25.00/hour</u>

Terms: NET 30

Vendor Number: W000008826 X

Telephone Number: 602/445-6463

Fax Number: 602/218-7269

Company Contact (REP) Stoney Blair

E-mail Address: stoneyblair@sebia.biz

Contract Period: To cover the period ending July 31, 2008 2011.

AWARD EFFECTIVITY DATE 05/17/07

BOND INVESTIGATIONS, INC., PO BOX 1487, QUEEN CREEK, AZ 85242-1487

PRICING SHEET: NIGP 9615001

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES NO 0 % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING:

HOURLY FEES/COMPENSATION, AS DEFINED HEREIN, ARE PREDETERMINED, AND ARE NOT NEGOTIABLE

ITEM DESCRIPTION

1.0	Homicide and Major Felony cases, as defined in Sections 2.3.1.1 and 2.3.1.1.1	<u>\$35.00/hour</u>
2.0	All other cases, as defined in Sections 2.3.1.2 and 2.3.1.2.1	<u>\$25.00/hour</u>

Terms: NET 30

Vendor Number: W000007385 X

Telephone Number: 480-539-0586

Fax Number: 480-452-0332

Company Contact (REP) Dorian Bond

E-mail Address: info@bondinvestigations.com

Contract Period: To cover the period ending July 31, 2008 2011.

AWARD EFFECTIVITY DATE 11/01/07.

GUS P.I., 17793 N WHITE HORSE TRAIL, SURPRISE, AZ 85374

PRICING SHEET: NIGP 9615001

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES NO 1 % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING:

HOURLY FEES/COMPENSATION, AS DEFINED HEREIN, ARE PREDETERMINED, AND ARE NOT NEGOTIABLE

ITEM DESCRIPTION

1.0	Homicide and Major Felony cases, as defined in Sections 2.3.1.1 and 2.3.1.1.1	<u>\$35.00/hour</u>
2.0	All other cases, as defined in Sections 2.3.1.2 and 2.3.1.2.1	<u>\$25.00/hour</u>

Terms: NET 30

Vendor Number: W000009989 X

Telephone Number: 623-546-4177

Fax Number: 623-546-4177

Company Contact (REP) Gus Groce Sr.

E-mail Address: gus19@cox.net

Contract Period: To cover the period ending July 31, 2008 2011.

AWARD EFFECTIVITY DATE 11/01/07.

JOSEPH DANIEL & MEYER INC., 2000 N 7th STREET, PHOENIX, AZ 85006

PRICING SHEET: NIGP 9615001

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES NO

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING:

HOURLY FEES/COMPENSATION, AS DEFINED HEREIN, ARE PREDETERMINED, AND ARE NOT NEGOTIABLE

ITEM DESCRIPTION

1.0	Homicide and Major Felony cases, as defined in Sections 2.3.1.1 and 2.3.1.1.1	<u>\$35.00/hour</u>
2.0	All other cases, as defined in Sections 2.3.1.2 and 2.3.1.2.1	<u>\$25.00/hour</u>

Terms: NET 30

Vendor Number: W000011279 X

Telephone Number: 602-254-9908

Fax Number: 602-254-0271

Company Contact (REP) Mary Margaret Kelly

E-mail Address: mspyu@aol.com

Contract Period: To cover the period ending July 31, 2008 2011.

AWARD EFFECTIVITY DATE 11/01/07.