



NOTICE OF SOLICITATION

SERIAL 09044-ITN

INVITATION TO NEGOTIATE

BEHAVIOR-SPECIFIC JUVENILE DIVERSION PROGRAM

April 23, 2009

Dear Interested Parties:

Maricopa County is accepting proposals from Respondents who are interested in establishing a program under which juveniles who have committed graffiti and/or other delinquent or incorrigible offenses will be afforded an opportunity to attend the program in lieu of prosecution.

Maricopa County (County) is the largest county in Arizona, the second largest government in the state, and is one of the fastest growing counties in the nation. Geographically, at 9,226 square miles, the County is the 14th largest county in the United States, larger than seven states. With over 2.9 million residents, it is the fifth most populous county in the nation and home to more people than seventeen states and the District of Columbia.

This Invitation to Negotiate (ITN) will define the general requirements and basic services being sought by the County, as well as the proposal procedures, evaluation and award criteria, and other factors pertinent to this ITN. Any resultant contract will have a five-year term with five one-year renewals at the County's option (see attached Draft County contract).

There will be a **MANDATORY** Pre-Proposal Conference on Wednesday, **MAY 6, 2009**, from 1:00 to 2:00 P.M., Arizona Time, at the Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003.

Attendance is mandatory in order to submit a proposal.

We invite Respondents to submit a proposal to us by **2:00 P.M.**, Arizona Time, on **FRIDAY, MAY 22, 2009** for consideration. Proposals received after that time and date may not be considered, at the County's sole discretion.

Background Information

The program will be self-funded, as the juvenile offender or the parent(s)/guardian(s) of a juvenile offender will pay the Contractor a fee to attend the program. The fee should be sufficient to cover the costs of the program, but be affordable to the participants. There should be a contingency arrangement for those unable to afford the cost of the program. Location and delivery of services should be available to juvenile offenders throughout Maricopa County.

Proposal Components

Respondents must submit a proposal (not to exceed 50 pages) with the following information. .

- General background information on the Respondent's firm, including a list of current clients;
- A list of current providers, including faith based providers, able to provide educational classes regarding delinquency prevention;
- Identification of personnel that would be involved in any resultant contract;
- A brief outline of how the Respondent would carry-out its responsibilities under any resultant contract;
- Narrative description of proposed program (e.g. course outline, classroom duration, setting, etc.);
- Respondent's directly-related experience in this area;
- Confirmation that the Respondent is not presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency; and
- Any other information deemed relevant or important for the County to consider.

Respondents must provide at least three (3) reference accounts by those to whom they have provided this service. Included must be the name of the government or company, summary of survey conducted, including population size, etc., individual to contact, phone number, street address and e-mail address. Preference in awarding a contract may be given to the Respondent furnishing government accounts similar in size to Maricopa County.)

Proposals should show all information necessary in order for the County to determine each Respondent's qualifications and ability to provide the services being sought.

All administrative information concerning this ITN can be located at <http://www.maricopa.gov/materials>. Any addenda to this ITN will be posted on the Maricopa County Materials Management web site under the solicitation serial number.

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this ITN must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

NOTE: Maricopa County publishes its solicitations online and they are available for viewing and/or downloading at the following internet address: <http://www.maricopa.gov/materials/advbd/advbd.asp>.

Evaluation of Proposals – Selection Factors

A Proposals Evaluation Committee shall be appointed, chaired by the Materials Management Department, to evaluate and score the Proposals based on the criteria listed below. All proposals will be evaluated for compatibility with the County's goals and objectives. The pricing proposals shall be reviewed in conjunction with the experience of the Respondent in working with similar programs. Additional information may be requested from any or all of the Respondents during the evaluation process. The County reserves the right to reject any or all proposals. Selection of any Respondent is solely at the discretion of the County. At the County's option, Respondents may be invited to make presentations to the Proposals Evaluation Committee. The County will conduct negotiations with the highest rated Respondents. The following criteria are listed in descending order of importance.

- Respondent's proven skills, experience and technical competence
- Approach, content, type of instruction and philosophy of program
- Credentials of project staff
- Price of services
- Flexibility of program locations and schedules
- Ability to reach bi-lingual participants

Your response to this ITN indicates your agreement to these conditions.

Submission Guidelines

Proposals must consist of one original hard copy, one electronic copy (CD) of your proposal in Word, then four (4) CD's of your proposal in PDF format. Proposals are due no later than 2:00 PM, Arizona Time on **FRIDAY, MAY 22, 2009**.

Maricopa County Materials Management
320 West Lincoln Street
Phoenix, Arizona 85382
ATTN: Dave LaFond

Any questions or explanations concerning this letter must be submitted via e-mail to Dave LaFond at lafondd@mail.maricopa.gov. Only those questions received in writing will receive a response.

Respondents to this ITN and their agents may only contact Dave LaFond, Procurement Officer, 602.506.3248, Materials Management Department during this process. If Respondents contact any other employee of the County, including Proposals Evaluation Committee members regarding this ITN before the final contract has been awarded by the Maricopa County Board of Supervisors, the Respondent's proposal may be disqualified from further consideration at the County's sole discretion.

Sincerely

David M. LaFond, Sr.
Procurement Officer

Exhibits

Attachment A, Prices

Exhibit A, Scope of Services

Exhibit B, Draft Contract Pursuant to ITN

cc. Wes Baysinger, Director, Materials Management

ATTACHMENT A
PRICING

SERIAL 09044-ITN
 NIGP CODE:
 RESPONDENT NAME: _____
 VENDOR NUMBER : _____
 ADDRESS: _____

 P.O. ADDRESS: _____
 TELEPHONE NUMBER: _____
 FACSIMILE NUMBER: _____
 WEB SITE: _____
 REPRESENTATIVE: _____
 REPRESENTATIVE E-MAIL: _____

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT	[]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	[]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: <small>(Payment shall be made within 48 hours of utilizing the Purchasing Card)</small>	[]	[]	<u>%</u>
FUEL COMPRISES % OF TOTAL BID AMOUNT.			

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.
 PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO
 CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

- | | | |
|-----------------|----------------------------|----------------------------|
| [] NET 10 DAYS | [] NET 45 DAYS | [] 1% 10 DAYS NET 30 DAYS |
| [] NET 15 DAYS | [] NET 60 DAYS | [] 2% 30 DAYS NET 31 DAYS |
| [] NET 20 DAYS | [] NET 90 DAYS | [] 1% 30 DAYS NET 31 DAYS |
| [] NET 30 DAYS | [] 2% 10 DAYS NET 30 DAYS | [] 5% 30 DAYS NET 31 DAYS |

ALL PRICING SHALL BE SUBMITTED ON THE SAME CD AS THE BID AND FORMATTED IN EXCEL '2003. BIDS WILL NOT BE ACCEPTED WITHOUT THE ACCOMPANYING CD IN YOUR SUBMITTAL. ANY RESPONSE NOT CONTAINING THE REQUIRED CD MAY BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED FOR EVALUATION OR CONTRACT AWARD.

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1.1 PROGRAM PARTICIPANTS	300	\$	\$

EXHIBIT A

SCOPE OF SERVICES

The Contractor will work with the Maricopa County Attorney's Office (MCAO) to identify appropriate consequences for each juvenile offender and/or each type of offense. Consequences may include, but are not limited to, restitution, education, community service, drug testing, and/or drug or alcohol treatment. The contractor will maintain a list of sub-contractors, including faith based entities, who may supply any of these services. The contractor will be solely responsible for managing the delivery of services and the collection of fees.

Program Requirements:

MCAO will assess the appropriateness of referrals and send them to the Contractor. If, after reviewing the matter and/or meeting with the juvenile/juvenile's (participant) parent(s) the Contractor doesn't believe the matter is appropriate for diversion (i.e., the participant is in need of greater services), the matter may be returned to MCAO. The age range is 8-18. MCAO will establish criteria for determining internally what referrals can be sent to the Contractor. This will be a County-wide program.

Conduct classes and community service in accordance with an established schedule. Contractor should provide their own proposal, at least for handling graffiti cases. Graffiti referrals should include a component of community service, preferably some type of community beautification, including arrangements for such community service. MCAO will most likely mandate a minimum number of community service hours.

Document participant attendance at the time of service delivery and the participant's level of participation and understanding of the material within 24 hours of service delivery. Attendance documentation shall be maintained for the entire term of Contract.

Specify the minimum and maximum number of participants per session and number of sessions necessary to successfully complete the program.

Each participant shall be provided a program completion certificate only if the participant attended and successfully completed all required program components. If drug referrals are sent to the Contractor, drug testing might be required.

The Contractor will be responsible to monitor any community service commitments by participants.

All Contractor personnel involved with participants, shall be fingerprinted in accordance with Title 8.

Estimated number of participants per year is 300, though numbers should increase during term of contract.

Reports:

Contractor will provide reports indicating number of participants and total amount collected during report period. The reports shall also indicate those clients who did not complete the program. The format of the report shall be agreed upon during the Post Award Meeting.

Statement of Admission:

Each participant shall complete a statement of admission prior to acceptance into the program.

Acceptance:

Determination of acceptable service delivery will be based on customer complaints.

Facilities:

It shall be the responsibility of Contractor to provide facilities necessary to provide services throughout Maricopa County.

Tax:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

Fee:

The Contractor shall collect a participation fee in accordance with Attachment A, from each participant's parent, set of parents or legal guardian(s). The fee shall include the cost of any required facilities

Performance:

It shall be the Contractor's responsibility to perform services detailed in this Scope of Services. 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.

Strategic Alliance for Volume Expenditures (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the Contractor under any resultant contract, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

EXHIBIT B



(DRAFT CONTRACT)

CONTRACT PURSUANT TO ITN

SERIAL 09044-ITN

This Contract is entered into this ____ day of _____, 2009 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and _____, an Arizona corporation (“Contractor”) for the provision of a behavior-specific juvenile diversion program.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the ____ day of _____, 2009 and ending the ____ day of _____, 2012.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of six (6) years, (or at the County’s sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEES:

The program will be self-funded, as the participant or the parent(s)/guardian(s) of a participant will pay the Contractor a fee to attend the program.

3.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

4.0 DUTIES:

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

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

- 5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 5.1.2 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.
- 5.1.3 The scope of this indemnification does not extend to the sole negligence of County.

5.2 INSURANCE REQUIREMENTS:

- 5.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. 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.
- 5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 5.2.6 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.

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

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

5.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$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, 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.

5.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.11 Workers' Compensation.

5.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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

5.2.12 Certificates of Insurance.

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

5.2.12.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

5.2.13 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.

5.3 WARRANTY OF SERVICES:

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

5.3.2 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.

5.4 INTERNET CAPABILITY:

The County intends, at its option, to use the Internet to communicate under this Contract.

5.5 INOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

5.6 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document that this Contract is a Requirements-Type contract. This Contract does not guarantee any level of for service or number of program participants (minimum or maximum).

5.7 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

5.8 TERMINATION FOR DEFAULT:

5.8.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

5.8.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

5.8.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

5.8.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

5.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

5.10 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 under this contract.

5.11 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.12 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

5.13 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be

unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

5.14 **CONTRACT AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

5.15 **RETENTION OF RECORDS:**

5.15.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. 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.

5.15.2 If the Contractor's books, records and other documents 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.

5.16 **AUDIT DISALLOWANCES:**

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

5.17 **ALTERNATIVE DISPUTE RESOLUTION:**

5.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

5.17.1.1 Render a decision;

5.17.1.2 Notify the parties that the exhibits are available for retrieval; and

5.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

5.17.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

5.17.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

5.18 SEVERABILITY:

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

5.19 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.20 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.

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

5.21.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees. 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 U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

5.21.2 The County may request verification of compliance for any Contractor of subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County 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.

5.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

5.22.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. 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.

5.22.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County 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.

5.23 CONTRACTOR LICENSE REQUIREMENT:

- 5.23.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.
- 5.23.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 5.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
 - 5.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 5.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 5.24.1.3 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
 - 5.24.1.4 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.
- 5.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 5.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.25 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.26 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.

5.27 INCORPORATION OF DOCUMENTS:

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

5.27.1 Exhibit A, Pricing; and

5.27.2 Exhibit B, Scope of Services.

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

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

DIRECTOR, MATERIALS MANAGEMENT

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE