

SERIAL 171190-S

COURT REPORTING AND TRANSCRIPTION SERVICES

DATE OF LAST REVISION: June 30, 2022

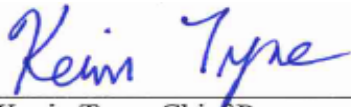
CONTRACT END DATE: June 30, 2023

CONTRACT PERIOD THROUGH JUNE 30, ~~2018 2019 2020 2022~~ 2023

TO: All Departments  
FROM: Office of Procurement Services  
SUBJECT: Contract for **COURT REPORTING AND TRANSCRIPTION SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 29, 2017**.

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



Kevin Tyne, Chief Procurement Officer  
Office of Procurement Services

AS/mm  
Attach

Copy to: Office of Procurement Services  
**Kathleen Kolm**, Risk Management  
Michael Cora, Public Health  
**Karen Scott**, Flood Control  
**David Bruce**, Air Quality  
**Chuck Mayper** MCSO  
**Jennifer Anderson-Romero**, MCAO  
Darrien Ellison, Human Resources  
**Shannon Murphy**; Risk Management  
Tamra Phillips, Public Defenders Office  
**Sherri Boczar**, Office of the Legal Advocate  
**David Jahntz**; Contract Counsel

(Please remove Serial 10157-S from your contract notebooks)

**JAIME CARIS DBA ALWAYS ON TIME P.O. BOX 96775, LAS VEGAS, NV 89193**

SERIAL 171190-S  
 PRICING SHEET NIGP 66124 & 96172  
 BIDDER NAME: Jaime Caris DBA Always on Time  
 F.I.D./VENDOR #: VC0000001431  
 BIDDER ADDRESS: P.O. Box 96775, Las Vegas, NV 89193  
 P.O. ADDRESS: P.O. Box 96775, Las Vegas, NV 89193  
 BIDDER PHONE #: 800.921.3259  
 BIDDER FAX #: 800.921.3259  
 COMPANY WEB SITE: [www.AlwaysOnTime.biz](http://www.AlwaysOnTime.biz)  
 COMPANY CONTACT (REP): Jaime Caris  
 E-MAIL ADDRESS (REP): [jaime@alwaysontime.biz](mailto:jaime@alwaysontime.biz)

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

NET 30 X

1.0 PRICING:

NOTE: COMPENSATION/FEEES FOR THE COURT REPORTING SECTION IS PRE-DETERMINED

**AND SHALL REMAIN "FIXED" THROUGHOUT THE DURATION OF THIS CONTRACT. IN THE EVENT THAT ANY RELEVANT STATUTES ARE CHANGED WHICH EFFECT FEES/COMPENSATION, AN AMENDMENT WILL BE MADE TO THIS CONTRACT, REFLECTING THOSE CHANGES. COMPENSATION/FEEES FOR AGENCIES OTHER THAN JUSTICE COURTS SERVICES SHALL BE PROVIDED AS APPROPRIATE, AS A COMPETITIVE BID.**

ITEM/TASK DESCRIPTION	UNIT PRICE	
<b>Court Reporting Services:</b>		
<b>1. Court Services recording of trials or Special Sessions</b>	\$25.00/PER HOUR	RECORDED

<b>5. Page Rate - Depositions</b>	
<b>A. Fee per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.</b>	\$2.00 /PER PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>	\$2.50 /PER PAGE
<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>	\$3.50 /PER PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>	\$0.25 /PER PAGE

**JAIME CARIS DBA ALWAYS ON TIME**

<b>6. Page Rate - Hearings</b>	
A. Fee per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.	\$2.00 /PER PAGE
B. Fee per page for original and one copy of transcript <u>expedited delivery</u> - within ten (10) calendar days.	\$2.50 /PER PAGE
C. Fee per page for original and one copy of transcript <u>rush delivery</u> - within one (1) working day.	\$3.50 /PER PAGE
D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	\$0.25 /PER PAGE
A. Fee per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.	\$2.00 /PER PAGE
B. Fee per page for original and one copy of transcript <u>expedited delivery</u> - within ten (10) calendar days.	\$2.50 /PER PAGE
C. Fee per page for original and one copy of transcript <u>rush delivery</u> - within one (1) working day.	\$3.50 /PER PAGE
D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	\$0.25 /PER PAGE

**EFF. 06/06/19**

ITEM/TASK DESCRIPTION	UNIT PRICE
<b>9. Page rate – Videotapes and Expert</b>	
A. Fee per page for original and one copy of transcript. Deposition also videotaped. Regular delivery – within twenty (20) calendar days.	\$2.00/per page
B. Fee per page for original and one copy of transcript. Deposition with Expert. Regular delivery – within twenty (20) calendar days.	\$ 2.00/per page
C. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Regular delivery – within twenty (20) calendar days.	\$ 2.00/per page
D. Fee per page for original and one copy of transcript. Deposition also videotaped. Expedited delivery – within ten (10) calendar days.	\$ 2.50/per page
E. Fee per page for original and one copy of transcript. Deposition with Expert. Expedited delivery – within ten (10) calendar days.	\$2.50/per page
F. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Expedited delivery – within ten (10) calendar days.	\$2.50/per page
G. Fee per page for original and one copy of transcript. Deposition also videotaped. Rush delivery – within one (1) calendar day.	\$3.50/per page
H. Fee per page for original and one copy of transcript. Deposition with Expert. Rush delivery – within one (1) calendar days.	\$3.50/per page
I. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Rush delivery – within one (1) calendar days.	\$3.50/per page

**JAIME CARIS DBA ALWAYS ON TIME**

<b>J. Rough Draft/Real Time Hookup</b>	<b>-/per page</b>
<b>K. Exhibits</b>	<b>-/per page</b>
<b>L. No Show/Late Cancellation</b>	<b>-/Onetime fee</b>

PRICING SHEET: NIGP CODE                    66124 & 96172

Terms:    NET 30

Vendor Number:                                VC0000001431

Certificates of Insurance                    Required

Contract Period:                                To cover the period ending **June 30, 2018 2019 2020 2022 2023.**

**CANYON STATE REPORTING SERVICE 2415 EAST CAMELBACK ROAD, SUITE 700, PHOENIX, AZ 85016**

SERIAL 171190-S  
 PRICING SHEET NIGP 66124 & 96172  
 BIDDER NAME: Canyon State Reporting Services, LLC  
 F.I.D./VENDOR #: VC0000002494  
 BIDDER ADDRESS: 2415 E. Camelback Road, Suite 700, Phoenix, AZ 85016  
 P.O. ADDRESS: 2415 E. Camelback Road, Suite 700, Phoenix, AZ 85016  
 BIDDER PHONE #: 602-277-8882  
 BIDDER FAX #: 602-277-5576  
 COMPANY WEB SITE: www.canyonsttereporting.com  
 COMPANY CONTACT (REP): Kim Portik  
 E-MAIL ADDRESS (REP): k.portik@canyonstatereporting.com

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

NET 30 X

1.0 PRICING:

NOTE: COMPENSATION/FEEES FOR THE COURT REPORTING SECTION IS PRE-DETERMINED

**AND SHALL REMAIN "FIXED" THROUGHOUT THE DURATION OF THIS CONTRACT. IN THE EVENT THAT ANY RELEVANT STATUTES ARE CHANGED WHICH EFFECT FEES/COMPENSATION, AN AMENDMENT WILL BE MADE TO THIS CONTRACT, REFLECTING THOSE CHANGES. COMPENSATION/FEEES FOR AGENCIES OTHER THAN JUSTICE COURTS SERVICES SHALL BE PROVIDED AS APPROPRIATE, AS A COMPETITIVE BID.**

ITEM/TASK DESCRIPTION	UNIT PRICE
<b>Court Reporting Services:</b>	
1. Court Services recording of trials or Special Sessions	\$25.00/PER HOUR
	RECORDED

A. Fee per page for original and one (1) copy of transcript regular delivery - within twenty (20) calendar days.	\$2.80/PER PAGE	KP	(initials)
B. Fee per page for each additional copy of transcript when ordered by the ordering agency at the same time.	\$0.30/PER PAGE	KP	(initials)
C. Fee for Affidavit of nonappearance	\$10.00/PER PAGE	KP	(initials)

	DEPOSITIONS NEW PRICING IS EFFECTIVE 7/1/2022	HEARINGS NEW PRICING IS EFFECTIVE 7/1/2022
<b>3. Recording of Hearings/Depositions (other County agencies) – Transcript provided</b>		
A. Attendance - First Hour	<del>\$40.00</del> <b>\$50.00</b>	<del>\$60.00</del> <b>\$70.00</b>
B. Attendance - Each Succeeding 1/2 Hour	<del>\$20.00</del> <b>\$25.00</b>	<del>\$30.00</del> <b>\$35.00</b>

**CANYON STATE REPORTING SERVICE**

<b>4. Recording of Hearings/Depositions (other County agencies) - No Transcript - Hold Notes</b>	<b><u>DEPOSITIONS</u> NEW PRICING IS EFFECTIVE 7/1/2022</b>	<b><u>HEARINGS</u> NEW PRICING IS EFFECTIVE 7/1/2022</b>
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A. Attendance - First Hour	<del>\$80.00</del> <b>\$100.00</b>	<del>\$100.00</del> <b>\$140.00</b>
B. Attendance - Each Succeeding 1/2 Hour	<del>\$40.00</del> <b>\$50.00</b>	<del>\$50.00</del> <b>\$70.00</b>

<b>5. Page Rate – Depositions</b>	<b>NEW PRICING IS EFFECTIVE 7/1/2022</b>
A. Fee per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.	<del>\$3.50</del> <b>\$3.75 /PER PAGE</b>
B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.	<b>\$4.00/PER PAGE</b>
C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.	<b>\$8.00/PER PAGE</b>
D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	<b>\$0.30/PER PAGE</b>
E. Fee for Affidavit of non-appearance	<del>\$80.00</del> <b>\$120.00/FLAT RATE</b>

<b>6. Page Rate - Hearings</b>	
A. Fee per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.	<b>\$6.00 /PAGE</b>
B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.	<b>\$9.00 /PAGE</b>
C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.	<b>\$12.00 /PAGE</b>
D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	<b>\$0.30 /PAGE</b>
E. Fee for Affidavit of non-appearance	<b>\$100.00 /FLAT RATE</b>

A. Fee per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.	<b>\$4.50/PAGE</b>
B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.	<b>\$5.50 /PAGE</b>
C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.	<b>\$10.00 /PAGE</b>
D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	<b>\$0.30 PAGE</b>

**CANYON STATE REPORTING SERVICE**

<b>8. MISCELLANEOUS:</b>	
A. Fee for reproducing exhibits and documents	\$0.30 /PAGE
B. Fee for Compact Disks (CD's)	No Charge /EACH

**EFF. 7/1/2018**

E. Fee per page for original and one copy of transcript	
Express Delivery: 2 to 5 calendar days turnaround	\$8.00/per page

**EFF. 06/06/19**

<b>ITEM/TASK DESCRIPTION</b>	<b>UNIT PRICE NEW PRICING IS EFFECTIVE 7/1/2022</b>
<b>9. Page rate – Videotapes and Expert</b>	
A. Fee per page for original and one copy of transcript. Deposition also videotaped. Regular delivery – within twenty (20) calendar days.	\$4.00/per page
B. Fee per page for original and one copy of transcript. Deposition with Expert. Regular delivery – within twenty (20) calendar days.	\$4.00/per page
C. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Regular delivery – within twenty (20) calendar days.	\$4.50/per page
D. Fee per page for original and one copy of transcript. Deposition also videotaped. Expedited delivery – within ten (10) calendar days.	\$4.50/per page
E. Fee per page for original and one copy of transcript. Deposition with Expert. Expedited delivery – within ten (10) calendar days.	\$4.50/per page
F. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Expedited delivery – within ten (10) calendar days.	\$5.00/per page
G. Fee per page for original and one copy of transcript. Deposition also videotaped. Rush delivery – within one (1) calendar day.	<del>\$ 8.50</del> <b>\$9.00/per page</b>
H. Fee per page for original and one copy of transcript. Deposition with Expert. Rush delivery – within one (1) calendar days.	<del>\$ 8.50</del> <b>\$9.00/per page</b>
I. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Rush delivery – within one (1) calendar days.	<del>\$9.00</del> <b>\$10.00/per page</b>
J. Rough Draft/Real Time Hookup	\$1.50/per page
K. Exhibits	\$0.30/per page
L. No Show/Late Cancellation	<del>\$100.00</del> <b>\$120.00/Onetime fee</b>
	*Includes affidavit of non-appearance

PRICING SHEET: NIGP CODE 66124 & 96172

Terms: NET 30

Vendor Number: VC0000002494

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2018 2019 2020 2022 2023.**

**COASH AND COASH, INC. 1802 N. 7TH STREET, PHOENIX, AZ 85006**

SERIAL 171190-S  
 PRICING SHEET NIGP 66124 & 96172  
 BIDDER NAME: Coash and Coash, Inc.  
 F.I.D./VENDOR #: VC0000007343  
 BIDDER ADDRESS: 1802 N. 7<sup>th</sup> Street, Phoenix, AZ 85006  
 P.O. ADDRESS: 1802 N. 7<sup>th</sup> Street, Phoenix, AZ 85006  
 BIDDER PHONE #: 602 258-1440  
 BIDDER FAX #: 602 258-2062  
 COMPANY WEB SITE: [www.coashandcoash.com](http://www.coashandcoash.com)  
 COMPANY CONTACT (REP): Jerry Coash, Jr.  
 E-MAIL ADDRESS (REP): [jc@coashandcoash.com](mailto:jc@coashandcoash.com)

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

NET 30 X

1.0 PRICING:

NOTE: COMPENSATION/FEEES FOR THE COURT REPORTING SECTION IS PRE-DETERMINED

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ITEM/TASK DESCRIPTION	UNIT PRICE
<b>Court Reporting Services:</b>	
<b>1. Court Services recording of trials or Special Sessions</b>	\$25.00/PER HOUR
	RECORDED

<b>A. Fee per page for original and one (1) copy of transcript regular delivery - within twenty (20) calendar days.</b>	\$2.80/PER PAGE	JC	(initials)
<b>B. Fee per page for each additional copy of transcript when ordered by the ordering agency at the same time.</b>	\$0.30/PER PAGE	JC	(initials)
<b>C. Fee for Affidavit of nonappearance</b>	\$10.00/PER PAGE	JC	(initials)

3. Recording of Hearings/Depositions (other County agencies) - Transcript provided	DEPOSITIONS	HEARINGS
	<b>A. Attendance - First Hour</b>	\$40.00
<b>B. Attendance - Each Succeeding 1/2 Hour</b>	\$20.00	\$20.00



**COASH AND COASH, INC.**

<b>4. Recording of Hearings/Depositions (other County agencies) - No Transcript - Hold Notes</b>	<u>DEPOSITIONS</u>	<u>HEARINGS</u>
<b>A. Attendance - First Hour</b>	\$80.00	\$80.00
<b>B. Attendance - Each Succeeding 1/2 Hour</b>	\$40.00	\$40.00

<b>5. Page Rate - Depositions</b>	
<b>A. Fee per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.</b>	\$3.50/PER PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>	\$3.70/PER PAGE
<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>	\$7.00/PER PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>	\$0.30/PER PAGE
<b>E. Fee for Affidavit of non-appearance</b>	\$30.00 FLAT RATE

<b>6. Page Rate - Hearings</b>	
<b>A. Fee per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.</b>	\$6.00/PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>	\$8.00/PAGE
<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>	\$12.00/PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>	\$0.30/PAGE
<b>E. Fee for Affidavit of non-appearance</b>	\$30.00/FLAT RATE

<b>8. MISCELLANEOUS:</b>	
<b>A. Fee for reproducing exhibits and documents</b>	\$0.25/PAGE
<b>B. Fee for <b>Compact Disks (CD's)</b></b>	\$20/EACH

**EFF. 06/06/19**

ITEM/TASK DESCRIPTION	UNIT PRICE
<b>9. Page rate – Videotapes and Expert</b>	
<b>A. Fee per page for original and one copy of transcript. Deposition also videotaped. Regular delivery – within twenty (20) calendar days.</b>	<b>\$3.75/per page</b>
<b>B. Fee per page for original and one copy of transcript. Deposition with Expert. Regular delivery – within twenty (20) calendar days.</b>	<b>\$3.70/per page</b>
<b>C. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Regular delivery – within twenty (20) calendar days.</b>	<b>\$3.95/per page</b>

COASH AND COASH, INC.

<b>D. Fee per page for original and one copy of transcript. Deposition also videotaped. Expedited delivery – within ten (10) calendar days.</b>	<b>\$3.95/per page</b>
<b>E. Fee per page for original and one copy of transcript. Deposition with Expert. Expedited delivery – within ten (10) calendar days.</b>	<b>\$3.90/per page</b>
<b>F. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Expedited delivery – within ten (10) calendar days.</b>	<b>\$4.15/per page</b>
<b>G. Fee per page for original and one copy of transcript. Deposition also videotaped. Rush delivery – within one (1) calendar day.</b>	<b>\$7.50/per page</b>
<b>H. Fee per page for original and one copy of transcript. Deposition with Expert. Rush delivery – within one (1) calendar days.</b>	<b>\$7.40/per page</b>
<b>I. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Rush delivery – within one (1) calendar days.</b>	<b>\$7.90 /per page</b>
<b>J. Rough Draft/Real Time Hookup</b>	<b>\$1.25 /per page</b>
<b>K. Exhibits</b>	<b>\$0.25 /per page</b>
<b>L. No Show/Late Cancellation</b>	<b>\$100.00 /Onetime fee</b>

PRICING SHEET: NIGP CODE 66124 & 96172

Terms: NET 30

Vendor Number: VC0000007343

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2018 2019 2020 2022 2023.**

**eSCRIBERS, LLC 7227 N. 16TH STREET, SUITE 207, PHOENIX, AZ 85020**

SERIAL 171190-S  
 PRICING SHEET NIGP 66124 & 96172  
 BIDDER NAME: eScribers, LLC  
 F.I.D./VENDOR #: VS0000000480  
 BIDDER ADDRESS: 7227 N. 16<sup>th</sup> Street, Suite 207, Phoenix, AZ 85020  
 P.O. ADDRESS: 7227 N. 16<sup>th</sup> Street, Suite 207, Phoenix, AZ 85020  
 BIDDER PHONE #: 602 263-0885  
 BIDDER FAX #: 866 954-9068  
 COMPANY WEB SITE: [www.escribers.net](http://www.escribers.net)  
 COMPANY CONTACT (REP): Davette Repola  
 E-MAIL ADDRESS (REP): [reporting@escribers.net](mailto:reporting@escribers.net) [contracts@escribers.net](mailto:contracts@escribers.net)

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

NET 45 X

1.0 PRICING:

NOTE: COMPENSATION/FEEES FOR THE COURT REPORTING SECTION IS PRE-DETERMINED

**AND SHALL REMAIN "FIXED" THROUGHOUT THE DURATION OF THIS CONTRACT. IN THE EVENT THAT ANY RELEVANT STATUTES ARE CHANGED WHICH EFFECT FEES/COMPENSATION, AN AMENDMENT WILL BE MADE TO THIS CONTRACT, REFLECTING THOSE CHANGES. COMPENSATION/FEEES FOR AGENCIES OTHER THAN JUSTICE COURTS SERVICES SHALL BE PROVIDED AS APPROPRIATE, AS A COMPETITIVE BID.**

ITEM/TASK DESCRIPTION	UNIT PRICE
<b>Court Reporting Services:</b>	
<b>1. Court Services recording of trials or Special Sessions</b>	\$25.00/PER HOUR
	RECORDED
<b>2. Court Services transcription of Hearings/Dispositions (per A.R.S. 12-224B)</b>	\$2.80

**Bidder shall indicate willingness to provide services for this section (Section 2., A,B.&C) by initialing below to the right of the pre-determined pricing list. MANDATORY**

<b>A. Fee per page for original and one (1) copy of transcript regular delivery - within twenty (20) calendar days.</b>	\$2.80/PER PAGE	AB	(initials)
<b>B. Fee per page for each additional copy of transcript when ordered by the ordering agency at the same time.</b>	\$0.30/PER PAGE	AB	(initials)
<b>C. Fee for Affidavit of nonappearance</b>	\$10.00/PER PAGE	AB	(initials)

eSCRIBERS, LLC

<b>3. Recording of Hearings/Depositions (other County agencies) - Transcript provided</b>	<u>DEPOSITIONS</u>	<u>HEARINGS</u>
<b>A. Attendance - First Hour</b>	\$60.00	\$60.00
<b>B. Attendance - Each Succeeding 1/2 Hour</b>	\$30.00	\$30.00

<b>4. Recording of Hearings/Depositions (other County agencies) - No Transcript - Hold Notes</b>	<u>DEPOSITIONS</u>	<u>HEARINGS</u>
<b>A. Attendance - First Hour</b>	\$70.00	\$70.00
<b>B. Attendance - Each Succeeding 1/2 Hour</b>	\$35.00	\$35.00

<b>5. Page Rate – Depositions</b>	
<b>A. Fee per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.</b>	\$3.40 /PER PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>	\$3.90 /PER PAGE
<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>	\$7.25 /PER PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>	\$0.50 /PER PAGE
<b>E. Fee for Affidavit of non-appearance</b>	\$25.00 /FLAT RATE

<b>6. Page Rate - Hearings</b>	
<b>A. Fee per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.</b>	\$3.40 /PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>	\$3.90 /PAGE
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<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>	\$0.50 /PAGE
<b>E. Fee for Affidavit of non-appearance</b>	\$25.00 /FLAT RATE

<b>A. Fee per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.</b>	\$3.75 /PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>	\$4.50 /PAGE
<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>	\$7.25 /PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>	\$0.50 /PAGE
<b>8. MISCELLANEOUS:</b>	
<b>A. Fee for reproducing exhibits and documents</b>	\$1.00 /PAGE
<b>B. Fee for Compact Disks (CD's)</b>	\$25.00 /EACH

eSCRIBERS, LLC.**EFF. 7/1/2018**

<b>E. Fee per page for original and one copy of transcript</b>	
<b>Express Delivery: 2 to 5 calendar days turnaround</b>	<b>\$4.50/per page</b>

**EFF. 6/6/2019**

<b>ITEM/TASK DESCRIPTION</b>	<b>UNIT PRICE</b>
<b>9. Page rate – Videotapes and Expert</b>	
<b>A. Fee per page for original and one copy of transcript. Deposition also videotaped. Regular delivery – within twenty (20) calendar days.</b>	<b>\$7.00/per page</b>
<b>B. Fee per page for original and one copy of transcript. Deposition with Expert. Regular delivery – within twenty (20) calendar days.</b>	<b>\$6.75/per page</b>
<b>C. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Regular delivery – within twenty (20) calendar days.</b>	<b>\$9.50/per page</b>
<b>D. Fee per page for original and one copy of transcript. Deposition also videotaped. Expedited delivery – within ten (10) calendar days.</b>	<b>\$7.80/per page</b>
<b>E. Fee per page for original and one copy of transcript. Deposition with Expert. Expedited delivery – within ten (10) calendar days.</b>	<b>\$6.75/per page</b>
<b>F. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Expedited delivery – within ten (10) calendar days.</b>	<b>\$9.50/per page</b>
<b>G. Fee per page for original and one copy of transcript. Deposition also videotaped. Rush delivery – within one (1) calendar day.</b>	<b>\$12.00/per page</b>
<b>H. Fee per page for original and one copy of transcript. Deposition with Expert. Rush delivery – within one (1) calendar days.</b>	<b>\$10.25/per page</b>
<b>I. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Rush delivery – within one (1) calendar days.</b>	<b>\$13.00/per page</b>
<b>J. Rough Draft/Real Time Hookup</b>	<b>\$2.25/per page</b>
<b>K. Exhibits</b>	<b>b/w \$0.50/per page; color \$1.00/per page</b>
<b>L. No Show/Late Cancellation</b>	<b>\$175.00/Onetime fee</b>

PRICING SHEET: NIGP CODE 66124 &amp; 96172

Terms: NET 45

Vendor Number: VS0000000480

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2018 2019 2020 2022 2023.**

**GRIFFIN & ASSOCIATES, LLC DBA: GRIFFIN GROUP INTENATIONAL, 2398 E. CAMELBACK ROAD, SUITE 260, PHOENIX, AZ 85016**

SERIAL 171190-S  
 PRICING SHEET NIGP 66124 & 96172  
 BIDDER NAME: Griffin and Associates, LLC DBA: Griffin Group International  
 F.I.D./VENDOR #: VC0000006442  
 BIDDER ADDRESS: 3200 E. Camelback Road, Suite 177, Phoenix, AZ 85018  
2398 E. Camelback Road, Suite 260, Phoenix, AZ 85016  
2398 E. Camelback Road, Suite 260, Phoenix, AZ 85016  
 P.O. ADDRESS: 602 264-2230  
 BIDDER PHONE #: 602 264-2245  
 BIDDER FAX #: www.arizonacourtreporters.com  
 COMPANY WEB SITE: Pamela A. Griffin  
 COMPANY CONTACT (REP): pgriffin@griffinreporters.com **Pamg@griffinreporters.com**  
 E-MAIL ADDRESS (REP):

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

NET 30 X

1.0 PRICING:

NOTE: COMPENSATION/FEEES FOR THE COURT REPORTING SECTION IS PRE-DETERMINED

**AND SHALL REMAIN "FIXED" THROUGHOUT THE DURATION OF THIS CONTRACT. IN THE EVENT THAT ANY RELEVANT STATUTES ARE CHANGED WHICH EFFECT FEES/COMPENSATION, AN AMENDMENT WILL BE MADE TO THIS CONTRACT, REFLECTING THOSE CHANGES. COMPENSATION/FEEES FOR AGENCIES OTHER THAN JUSTICE COURTS SERVICES SHALL BE PROVIDED AS APPROPRIATE, AS A COMPETITIVE BID.**

ITEM/TASK DESCRIPTION	UNIT PRICE
<b>Court Reporting Services:</b>	
<b>1. Court Services recording of trials or Special Sessions</b>	\$25.00/PER HOUR
	RECORDED

**Bidder shall indicate willingness to provide services for this section (Section 2, A.B. &C) by initialing below to the right of the pre-determined pricing list. MANDATORY**

<b>A. Fee per page for original and one (1) copy of transcript regular delivery - within twenty (20) calendar days.</b>	\$2.80/PER PAGE	PAG	(initials)
<b>B. Fee per page for each additional copy of transcript when ordered by the ordering agency at the same time.</b>	\$0.30/PER PAGE	PAG	(initials)
<b>C. Fee for Affidavit of nonappearance</b>	\$10.00/PER PAGE	PAG	(initials)

**GRIFFIN & ASSOCIATES, LLC DBA: GRIFFIN GROUP INTENATIONAL**

<b>3. Recording of Hearings/Depositions (other County agencies) - <u>Transcript provided</u></b>	<u>DEPOSITIONS</u>	<u>HEARINGS</u>
<b>A. Attendance - First Hour</b>	\$45.00	\$45.00
<b>B. Attendance - Each Succeeding 1/2 Hour</b>	\$22.50	\$22.50
<b>4. Recording of Hearings/Depositions (other County agencies) - No Transcript - Hold Notes</b>	<u>DEPOSITIONS</u>	<u>HEARINGS</u>
<b>A. Attendance - First Hour</b>	\$60.00	\$60.00
<b>B. Attendance - Each Succeeding 1/2 Hour</b>	\$30.00	\$30.00
<b>5. Page Rate - <u>Depositions</u></b>		
<b>A. Fee per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.</b>		\$3.65 /PER PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>		\$5.50 /PER PAGE
<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>		\$7.30 /PER PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>		\$0.50 /PER PAGE
<b>E. Fee for Affidavit of non-appearance</b>		\$60.00/FLAT RATE
<b>6. Page Rate - Hearings</b>		
<b>A. Fee per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.</b>		\$6.00 /PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>		\$9.00 /PAGE
<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>		\$12.00 /PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>		\$0.50 /PAGE
<b>E. Fee for Affidavit of non-appearance</b>		\$60.00/FLAT RATE
<b>7. Transcription of tapes (various other County agencies)</b>		
<b>A. Fee per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.</b>		\$5.50 /PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>		\$7.90 /PAGE
<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>		\$10.00 /PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>		\$0.50 /PAGE
<b>8. <u>MISCELLANEOUS:</u></b>		
<b>A. Fee for reproducing exhibits and documents</b>		\$0.30 /PAGE
<b>B. Fee for Compact Disks (CD's)</b>		\$30.00 /EACH

GRIFFIN & ASSOCIATES, LLC DBA: GRIFFIN GROUP INTENATIONAL**EFF. 6/6/2019**

<b>ITEM/TASK DESCRIPTION</b>	<b>UNIT PRICE</b>
<b>9. Page Rate – Videotapes and Expert</b>	
<b>A. Fee per page for original and one copy of transcript. Deposition also videotaped. Regular delivery – within twenty (20) calendar days.</b>	<b>\$3.80/per page</b>
<b>B. Fee per page for original and one copy of transcript. Deposition with Expert. Regular delivery – within twenty (20) calendar days.</b>	<b>\$3.85/per page</b>
<b>C. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Regular delivery – within twenty (20) calendar days.</b>	<b>\$4.00/per page</b>
<b>D. Fee per page for original and one copy of transcript. Deposition also videotaped. Expedited delivery – within ten (10) calendar days.</b>	<b>\$5.70/per page</b>
<b>E. Fee per page for original and one copy of transcript. Deposition with Expert. Expedited delivery – within ten (10) calendar days.</b>	<b>\$5.80/per page</b>
<b>F. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Expedited delivery – within ten (10) calendar days.</b>	<b>\$6.00/per page</b>
<b>G. Fee per page for original and one copy of transcript. Deposition also videotaped. Rush delivery – within one (1) calendar day.</b>	<b>\$7.45/per page</b>
<b>H. Fee per page for original and one copy of transcript. Deposition with Expert. Rush delivery – within one (1) calendar days.</b>	<b>\$7.50/per page</b>
<b>I. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Rush delivery – within one (1) calendar days.</b>	<b>\$8.00/per page</b>
<b>J. Rough Draft/Real Time Hookup</b>	<b>\$1.25/per page</b>
<b>K. Exhibits</b>	<b>\$0.30/per page</b>
<b>L. No Show/Late Cancellation</b>	<b>\$60.00/Onetime fee</b>

PRICING SHEET: NIGP CODE 66124 &amp; 96172

Terms: NET 30

Vendor Number: VC0000006442

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2018 2019 2020 2022 2023.**



**HERDER AND ASSOCIATES, LLC, 3788 E. LIBRA PLACE, CHANDLER, AZ 85249**

SERIAL 171190-S  
 PRICING SHEET NIGP 66124 & 96172  
 BIDDER NAME: Herder and Associates, LLC  
 F.I.D./VENDOR #: VC0000006674  
 BIDDER ADDRESS: 3788 E. Libra Place, Chandler, AZ 85249  
 P.O. ADDRESS: 3788 E. Libra Place, Chandler, AZ 85249  
 BIDDER PHONE #: 480 481-0649  
 BIDDER FAX #: 602 481-0663  
 COMPANY WEB SITE: [www.CourtReportersAZ.com](http://www.CourtReportersAZ.com)  
 COMPANY CONTACT (REP): Marty Herder  
 E-MAIL ADDRESS (REP): [Marty@CourtReportersAZ.com](mailto:Marty@CourtReportersAZ.com)

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

NET 30 X

1.0 PRICING:

NOTE: COMPENSATION/FEEES FOR THE COURT REPORTING SECTION IS PRE-DETERMINED

**AND SHALL REMAIN "FIXED" THROUGHOUT THE DURATION OF THIS CONTRACT. IN THE EVENT THAT ANY RELEVANT STATUTES ARE CHANGED WHICH EFFECT FEES/COMPENSATION, AN AMENDMENT WILL BE MADE TO THIS CONTRACT, REFLECTING THOSE CHANGES. COMPENSATION/FEEES FOR AGENCIES OTHER THAN JUSTICE COURTS SERVICES SHALL BE PROVIDED AS APPROPRIATE, AS A COMPETITIVE BID.**

ITEM/TASK DESCRIPTION	UNIT PRICE
<b>Court Reporting Services:</b>	
<b>1. Court Services recording of trials or Special Sessions</b>	\$25.00/PER HOUR
	RECORDED

**Bidder shall indicate willingness to provide services for this section (Section 2., A.B.&C) by initialing below to the right of the pre-determined pricing list. MANDATORY**

<b>A. Fee per page for original and one (1) copy of transcript regular delivery - within twenty (20) calendar days.</b>	\$2.80/PER PAGE	CMH	(initials)
<b>B. Fee per page for each additional copy of transcript when ordered by the ordering agency at the same time.</b>	\$0.30/PER PAGE	CMH	(initials)
<b>C. Fee for Affidavit of nonappearance</b>	\$10.00/PER PAGE	CMH	(initials)

<b>3. Recording of Hearings/Depositions (other County agencies) - Transcript provided</b>	<u>DEPOSITIONS</u>	<u>HEARINGS</u>
<b>A. Attendance - First Hour</b>	\$40.00	\$50.00
<b>B. Attendance - Each Succeeding 1/2 Hour</b>	\$20.00	\$25.00

**HERDER AND ASSOCIATES, LLC**

<b>4. Recording of Hearings/Depositions (other County agencies) - No Transcript - Hold Notes</b>	<u>DEPOSITIONS</u>	<u>HEARINGS</u>
<b>A. Attendance - First Hour</b>	\$80.00	\$100.00
<b>B. Attendance - Each Succeeding 1/2 Hour</b>	\$40.00	\$50.00

<b>5. Page Rate - <u>Depositions</u></b>	
<b>A. Fee per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.</b>	\$3.65 /PER PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>	\$3.70 /PER PAGE
<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>	\$7.40 /PER PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>	\$0.35 /PER PAGE
<b>E. Fee for Affidavit of non-appearance</b>	\$25.00/FLAT RATE
<b>6. Page Rate - Hearings</b>	
<b>A. Fee per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.</b>	\$8.25 /PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>	\$8.50 /PAGE
<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>	\$17.00 /PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>	\$0.35 /PAGE
<b>E. Fee for Affidavit of non-appearance</b>	\$25.00 /FLAT RATE
<b>8. <u>MISCELLANEOUS:</u></b>	
<b>A. Fee for reproducing exhibits and documents</b>	\$0.30 /PAGE
<b>B. Fee for Compact Disks (CD's)</b>	\$20.00 /EACH

**EFF. 6/6/2019**

<b>ITEM/TASK DESCRIPTION</b>	<b>UNIT PRICE</b>
<b>9. Page rate – Videotapes and Expert</b>	
<b>A. Fee per page for original and one copy of transcript. Deposition also videotaped. Regular delivery – within twenty (20) calendar days.</b>	<b>\$3.90/per page</b>
<b>B. Fee per page for original and one copy of transcript. Deposition with Expert. Regular delivery – within twenty (20) calendar days.</b>	<b>\$3.90/per page</b>
<b>C. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Regular delivery – within twenty (20) calendar days.</b>	<b>\$3.90/per page</b>
<b>D. Fee per page for original and one copy of transcript. Deposition also videotaped. Expedited delivery – within ten (10) calendar days.</b>	<b>\$3.90/per page</b>
<b>E. Fee per page for original and one copy of transcript. Deposition with Expert. Expedited delivery – within ten (10) calendar days.</b>	<b>\$3.90/per page</b>
<b>F. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Expedited delivery – within ten (10) calendar days.</b>	<b>\$3.90/per page</b>
<b>G. Fee per page for original and one copy of transcript. Deposition also videotaped. Rush delivery – within one (1) calendar day.</b>	<b>\$7.80/per page</b>

**HERDER AND ASSOCIATES, LLC**

<b>H. Fee per page for original and one copy of transcript. Deposition with Expert. Rush delivery – within one (1) calendar days.</b>	<b>\$7.80 /per page</b>
<b>I. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Rush delivery – within one (1) calendar days.</b>	<b>\$7.80/per page</b>
<b>J. Rough Draft/Real Time Hookup</b>	<b>\$1.25/per page</b>
<b>K. Exhibits</b>	<b>\$0.30/per page</b>
<b>L. No Show/Late Cancellation</b>	<b>\$90.00/Onetime fee</b>

PRICING SHEET: NIGP CODE 66124 & 96172

Terms: NET 30

Vendor Number: VC0000006674

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2018 2019-2020 2022 2023.**

**MILLER CERTIFIED REPORTING, LLC P.O. BOX 513, LITCHFIELD PARK, ARIZONA 85340**

SERIAL 171190-S  
 PRICING SHEET NIGP 66124 & 96172  
 BIDDER NAME: Miller Certified Reporting, LLC  
 F.I.D./VENDOR #: VC0000001946  
 BIDDER ADDRESS: P.O. Box 513, Litchfield Park, Arizona 85340  
 P.O. ADDRESS: P.O. Box 513, Litchfield Park, Arizona 85340  
 BIDDER PHONE #: 623 975-7472  
 BIDDER FAX #: 623 975-7462  
 COMPANY WEB SITE: [www.MillerCertifiedReporting.com](http://www.MillerCertifiedReporting.com)  
 COMPANY CONTACT (REP): Angela F. Miller, Owner/Operator  
 E-MAIL ADDRESS (REP): [Angela@MillerCertifiedReporting.com](mailto:Angela@MillerCertifiedReporting.com)

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

NET 30 X

1.0 PRICING:

NOTE: COMPENSATION/FEES FOR THE COURT REPORTING SECTION IS PRE-DETERMINED

**AND SHALL REMAIN "FIXED" THROUGHOUT THE DURATION OF THIS CONTRACT. IN THE EVENT THAT ANY RELEVANT STATUTES ARE CHANGED WHICH EFFECT FEES/COMPENSATION, AN AMENDMENT WILL BE MADE TO THIS CONTRACT, REFLECTING THOSE CHANGES. COMPENSATION/FEES FOR AGENCIES OTHER THAN JUSTICE COURTS SERVICES SHALL BE PROVIDED AS APPROPRIATE, AS A COMPETITIVE BID.**

ITEM/TASK DESCRIPTION	UNIT PRICE
<b>Court Reporting Services:</b>	
<b>1. Court Services recording of trials or Special Sessions</b>	\$25.00/PER HOUR
	RECORDED

**Bidder shall indicate willingness to provide services for this section (Section 2., A.B.&C) by initialing below to the right of the pre-determined pricing list. MANDATORY**

<b>A. Fee per page for original and one (1) copy of transcript regular delivery - within twenty (20) calendar days.</b>	\$2.80/PER PAGE	AFM	(initials)
<b>B. Fee per page for each additional copy of transcript when ordered by the ordering agency at the same time.</b>	\$0.30/PER PAGE	AFM	(initials)
<b>C. Fee for Affidavit of nonappearance</b>	\$10.00/PER PAGE	AFM	(initials)

MILLER CERTIFIED REPORTING, LLC

<b>3. Recording of Hearings/Depositions (other County agencies) - Transcript provided</b>	<u>DEPOSITIONS</u>	<u>HEARINGS</u>
<b>A. Attendance - First Hour</b>	\$40.00	\$45.00
<b>B. Attendance - Each Succeeding 1/2 Hour</b>	\$20.00	\$22.50

<b>4. Recording of Hearings/Depositions (other County agencies) - No Transcript - Hold Notes</b>	<u>DEPOSITIONS</u>	<u>HEARINGS</u>
<b>A. Attendance - First Hour</b>	\$70.00	\$75.00
<b>B. Attendance - Each Succeeding 1/2 Hour</b>	\$35.00	\$37.50

<b>5. Page Rate - Depositions</b>	
<b>A. Fee per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.</b>	\$3.85/PER PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>	\$4.00/PER PAGE
<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>	\$8.00/PER PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>	\$1.00/PER PAGE
<b>E. Fee for Affidavit of non-appearance</b>	\$75.00/FLAT RATE

<b>6. Page Rate - Hearings</b>	
<b>A. Fee per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.</b>	\$4.00 /PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>	\$4.25 /PAGE
<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>	\$8.50 /PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>	\$1.00 /PAGE
<b>E. Fee for Affidavit of non-appearance</b>	\$75.00/FLAT RATE

<b>7. Transcription of tapes (various other County agencies)</b>	
<b>A. Fee per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.</b>	\$5.50 /PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>	\$7.00 /PAGE
<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>	\$11.00 /PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>	\$1.00 PAGE

**MILLER CERTIFIED REPORTING, LLC**

<b>8. MISCELLANEOUS:</b>	
<b>A. Fee for reproducing exhibits and documents</b>	\$0.25 /PAGE
<b>B. Fee for Compact Disks (CD's)</b>	\$20.00 /EACH

**EFF. 7/1/2018**

<b>E. Fee per page for original and one copy of transcript</b>	
<b>Express Delivery: 2 to 5 calendar days turnaround</b>	<b>\$9.00/per page</b>

**EFF. 6/6/2019**

<b>ITEM/TASK DESCRIPTION</b>	<b>UNIT PRICE</b>
<b>9. Page rate – Videotapes and Expert</b>	
<b>A. Fee per page for original and one copy of transcript. Deposition also videotaped. Regular delivery – within twenty (20) calendar days.</b>	<b>\$ 4.00/per page</b>
<b>B. Fee per page for original and one copy of transcript. Deposition with Expert. Regular delivery – within twenty (20) calendar days.</b>	<b>\$4.00/per page</b>
<b>C. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Regular delivery – within twenty (20) calendar days.</b>	<b>\$4.00/per page</b>
<b>D. Fee per page for original and one copy of transcript. Deposition also videotaped. Expedited delivery – within ten (10) calendar days.</b>	<b>\$4.15/per page</b>
<b>E. Fee per page for original and one copy of transcript. Deposition with Expert. Expedited delivery – within ten (10) calendar days.</b>	<b>\$4.15/per page</b>
<b>F. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Expedited delivery – within ten (10) calendar days.</b>	<b>\$4.15/per page</b>
<b>G. Fee per page for original and one copy of transcript. Deposition also videotaped. Rush delivery – within one (1) calendar day.</b>	<b>\$8.15/per page</b>
<b>H. Fee per page for original and one copy of transcript. Deposition with Expert. Rush delivery – within one (1) calendar days.</b>	<b>\$ 8.15/per page</b>
<b>I. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Rush delivery – within one (1) calendar days.</b>	<b>\$8.15/per page</b>
<b>J. Rough Draft/Real Time Hookup</b>	<b>\$1.00/per page</b>
<b>K. Exhibits</b>	<b>\$0.25/per page</b>
<b>L. No Show/Late Cancellation</b>	<b>\$75.00/One time fee</b>

PRICING SHEET: NIGP CODE 66124 &amp; 96172

Terms: NET 30

Vendor Number: VC0000001946

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2018 2019-2020 2022 2023.**

**VIQ SOLUTIONS, INC. 20 EAST THOMAS ROAD, SUITE 2200, PHOENIX, AZ 85012**  
NET TRANSCRIPTS, INC. 3707 N. 7<sup>TH</sup> STREET, SUITE 320, PHOENIX, AZ 85014

SERIAL 171190-S  
 PRICING SHEET NIGP 66124 & 96172  
 BIDDER NAME: Net Transcripts, Inc. VIQ Solutions, Inc.  
 F.I.D./VENDOR #: VC0000003635 VS0000007046  
 BIDDER ADDRESS: 3707 N. 7<sup>th</sup> Street, Suite 320, Phoenix, AZ 85014 20 East  
Thomas Road, Suite 2200, Phoenix, AZ 85012  
 P.O. ADDRESS: 3707 N. 7<sup>th</sup> Street, Suite 320, Phoenix, AZ 85014 20 East  
Thomas Road, Suite 2200, Phoenix, AZ 85012  
 BIDDER PHONE #: 800 942 4255 / 480 948 9241 800 263-9947  
 BIDDER FAX #: 480 556 9676  
 COMPANY WEB SITE: www.NETTRANSCRIPTS.com  
 COMPANY CONTACT (REP): Shane Mirkovich Lisa Hughes  
 E-MAIL ADDRESS (REP): Shane@nettranscripts.com / info@nettranscripts.com  
lhughes@viqsolutions.com

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

NET 30 X

1.0 PRICING:

NOTE: COMPENSATION/FEEES FOR THE COURT REPORTING SECTION IS PRE-DETERMINED

**AND SHALL REMAIN "FIXED" THROUGHOUT THE DURATION OF THIS CONTRACT. IN THE EVENT THAT ANY RELEVANT STATUTES ARE CHANGED WHICH EFFECT FEES/COMPENSATION, AN AMENDMENT WILL BE MADE TO THIS CONTRACT, REFLECTING THOSE CHANGES. COMPENSATION/FEEES FOR AGENCIES OTHER THAN JUSTICE COURTS SERVICES SHALL BE PROVIDED AS APPROPRIATE, AS A COMPETITIVE BID.**

ITEM/TASK DESCRIPTION	UNIT PRICE
<b>Court Reporting Services:</b>	
<b>1. Court Services recording of trials or Special Sessions</b>	\$25.00/PER HOUR
	RECORDED
<b>A. Fee per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.</b>	\$2.00 /PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>	\$2.00 /PAGE
<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>	\$3.20 /PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>	\$.030 /PAGE

<b>8. MISCELLANEOUS:</b>	
<b>B. Fee for Compact Disks (CD's)</b>	\$10.00 /EACH

VIQ SOLUTIONS, INC. NET TRANSCRIPTS, INC.

**EXTENDED COST PROPOSAL**

<b>Multi-Speaker Recordings (Interviews)</b>	
10 business days	\$2.00/page
5 business days	\$2.25/page
3 business days	\$2.70/page
1 business days	3.20/page
Same business day	3.86/page

<b>Single-Speaker Recordings (Dictations)</b>	
24 hours	\$0.0125/word
12 hours	\$0.0175/word
3 hours	\$0.0195/word

<b>Spanish Language Services</b>	
Direct-to-English Translation	\$9.00/minute
Spanish Transcription (spoken Spanish to Written Spanish)	\$4.75/minute
Spanish Translation (written Spanish to written English)	\$0.19/word
Other Languages	Quote provided upon request

<b>Audio/Video Conversion Services</b>	
Standard A/V Conversion Audio CDs, DVDs, Standard Digital Video (avi, wmv)	\$10.00/each
Real Time Audio/Video Conversion Special Player Required, Proprietary Media, Analog Media	\$20.00/each
Editing Audio per Customers Request Audio Enhancement, Multi-Segment Cropping	\$20.00/each

Per minute pricing is based on the duration of the recording provided.  
 Per page pricing is based on the final page count of the transcribed document.  
 Per word pricing is based on the final word count of the transcribed document.

\*\$100 minimum charge applies to all Foreign Language orders.

PRICING SHEET: NIGP CODE 66124 & 96172

Terms: NET 30

Vendor Number: ~~VC0000003635~~ VS0000007046

Certificates of Insurance Required

Contract Period: To cover the period ending ~~June 30, 2018 2019 2020 2022~~ **2023**.



**SQUAW PEAK REPORTERS, INC. P.O. BOX 26158, PHOENIX, AZ 85068**

SERIAL 171190-S	66124 & 96172
PRICING SHEET NIGP	_____
BIDDER NAME:	Squaw Peak Reporters, Inc.
F.I.D./VENDOR #:	VC0000001754
BIDDER ADDRESS:	P.O. Box 26158, Phoenix, AZ 85068
P.O. ADDRESS:	P.O. Box 26158, Phoenix, AZ 85068
BIDDER PHONE #:	602 956-7618
BIDDER FAX #:	_____
COMPANY WEB SITE:	_____
COMPANY CONTACT (REP):	Larry Dalton Moss
E-MAIL ADDRESS (REP):	<a href="mailto:dalton@squawpeakreporters.com">dalton@squawpeakreporters.com</a>

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

NET 30 X

1.0 PRICING:

NOTE: COMPENSATION/FEEES FOR THE COURT REPORTING SECTION IS PRE-DETERMINED

**AND SHALL REMAIN "FIXED" THROUGHOUT THE DURATION OF THIS CONTRACT. IN THE EVENT THAT ANY RELEVANT STATUTES ARE CHANGED WHICH EFFECT FEES/COMPENSATION, AN AMENDMENT WILL BE MADE TO THIS CONTRACT, REFLECTING THOSE CHANGES. COMPENSATION/FEEES FOR AGENCIES OTHER THAN JUSTICE COURTS SERVICES SHALL BE PROVIDED AS APPROPRIATE, AS A COMPETITIVE BID.**

ITEM/TASK DESCRIPTION	UNIT PRICE
<b>Court Reporting Services:</b>	
<b>1. Court Services recording of trials or Special Sessions</b>	\$25.00/PER HOUR
	RECORDED

<b>A. Fee per page for original and one (1) copy of transcript regular delivery - within twenty (20) calendar days.</b>	\$2.80/PER PAGE	TG	(initials)
<b>B. Fee per page for each additional copy of transcript when ordered by the ordering agency at the same time.</b>	\$0.30/PER PAGE	TG	(initials)
<b>C. Fee for Affidavit of nonappearance</b>	\$10.00/PER PAGE	TG	(initials)

<b>3. Recording of Hearings/Depositions (other County agencies) - Transcript provided</b>	<u>DEPOSITIONS</u>	<u>HEARINGS</u>
<b>A. Attendance - First Hour</b>	\$45.00	\$50.00
<b>B. Attendance - Each Succeeding 1/2 Hour</b>	\$22.50	\$25.00

**SQUAW PEAK REPORTERS, INC.**

<b>4. Recording of Hearings/Depositions (other County agencies) - No Transcript - Hold Notes</b>	<u>DEPOSITIONS</u>	<u>HEARINGS</u>
<b>A. Attendance - First Hour</b>	\$90.00	\$100.00
<b>B. Attendance - Each Succeeding 1/2 Hour</b>	\$45.00	\$50.00

<b>5. Page Rate - <u>Depositions</u></b>	
<b>A. Fee per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.</b>	\$3.75 /PER PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>	\$4.00 /PER PAGE
<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>	\$7.50 /PER PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>	\$0.30 /PER PAGE
<b>E. Fee for Affidavit of non-appearance</b>	\$90.00 /FLAT RATE

<b>6. Page Rate - <u>Hearings</u></b>	
<b>A. Fee per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.</b>	\$4.00 /PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>	\$4.25 /PAGE
<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>	\$8.00 /PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>	\$0.30 /PAGE
<b>E. Fee for Affidavit of non-appearance</b>	\$100.00 /FLAT RATE

<b>A. Fee per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.</b>	\$5.00 /PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>	\$5.50 /PAGE
<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>	\$10.00 /PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>	\$0.30 /PAGE

<b>8. MISCELLANEOUS:</b>	
<b>A. Fee for reproducing exhibits and documents</b>	\$0.30 /PAGE
<b>B. Fee for Compact Disks (CD's)</b>	\$15.00 /EACH

SQUAW PEAK REPORTERS, INC.**EFF. 6/6/2019**

<b>ITEM/TASK DESCRIPTION</b>	<b>UNIT PRICE</b>
<b>9. Page rate – Videotapes and Expert</b>	
<b>A. Fee per page for original and one copy of transcript. Deposition also videotaped. Regular delivery – within twenty (20) calendar days.</b>	<b>\$3.75/per page</b>
<b>B. Fee per page for original and one copy of transcript. Deposition with Expert. Regular delivery – within twenty (20) calendar days.</b>	<b>\$3.75/per page</b>
<b>C. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Regular delivery – within twenty (20) calendar days.</b>	<b>\$3.75/per page</b>
<b>D. Fee per page for original and one copy of transcript. Deposition also videotaped. Expedited delivery – within ten (10) calendar days.</b>	<b>/per page</b>
<b>E. Fee per page for original and one copy of transcript. Deposition with Expert. Expedited delivery – within ten (10) calendar days.</b>	<b>\$3.75/per page</b>
<b>F. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Expedited delivery – within ten (10) calendar days.</b>	<b>/per page</b>
<b>G. Fee per page for original and one copy of transcript. Deposition also videotaped. Rush delivery – within one (1) calendar day.</b>	<b>/per page</b>
<b>H. Fee per page for original and one copy of transcript. Deposition with Expert. Rush delivery – within one (1) calendar days.</b>	<b>/per page</b>
<b>I. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Rush delivery – within one (1) calendar days.</b>	<b>/per page</b>
<b>J. Rough Draft/Real Time Hookup</b>	<b>/per page</b>
<b>K. Exhibits</b>	<b>/per page</b>
<b>L. No Show/Late Cancellation</b>	<b>/Onetime fee</b>

PRICING SHEET: NIGP CODE 66124 &amp; 96172

Terms: NET 30

Vendor Number: VC0000001754

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2018 2019 2020 2022 2023.**

**VERBATIM REPORTING AND TRANSCRIPTION, 1322 SPACE PARK DROVE, SUITE C 165, HOUSTON, TEXAS 77058**

SERIAL 171190-S  
 PRICING SHEET NIGP 66124 & 96172  
 BIDDER NAME: Verbatim Reporting and Transcription  
 F.I.D./VENDOR #: VC0000002007  
 BIDDER ADDRESS: 1322 Space Park Drove, Suite C 165, Houston, Texas 77058  
 P.O. ADDRESS: P.O. Box 58644, Houston, TX 77258  
 BIDDER PHONE #: 281 724-8600  
 BIDDER FAX #: \_\_\_\_\_  
 COMPANY WEB SITE: www.verbatimrt.com  
 COMPANY CONTACT (REP): Kimberly C. McCright, CET  
 E-MAIL ADDRESS (REP): kimberly@verbatimrt.com

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

NET 30 X

1.0 PRICING:

NOTE: COMPENSATION/FEEES FOR THE COURT REPORTING SECTION IS PRE-DETERMINED

**AND SHALL REMAIN "FIXED" THROUGHOUT THE DURATION OF THIS CONTRACT. IN THE EVENT THAT ANY RELEVANT STATUTES ARE CHANGED WHICH EFFECT FEES/COMPENSATION, AN AMENDMENT WILL BE MADE TO THIS CONTRACT, REFLECTING THOSE CHANGES. COMPENSATION/FEEES FOR AGENCIES OTHER THAN JUSTICE COURTS SERVICES SHALL BE PROVIDED AS APPROPRIATE, AS A COMPETITIVE BID.**

ITEM/TASK DESCRIPTION	UNIT PRICE
<b>Court Reporting Services:</b>	
<b>1. Court Services recording of trials or Special Sessions</b>	\$25.00/PER HOUR
	RECORDED

*Bidder shall indicate willingness to provide services for this section (Section 2., A.B.&C) by initialing below to the right of the pre-determined pricing list. MANDATORY*

<b>A. Fee per page for original and one (1) copy of transcript regular delivery - within twenty (20) calendar days.</b>	\$2.80/PER PAGE	KCM	(initials)
<b>B. Fee per page for each additional copy of transcript when ordered by the ordering agency at the same time.</b>	\$0.30/PER PAGE	KCM	(initials)
<b>C. Fee for Affidavit of nonappearance</b>	\$10.00/PER PAGE	KCM	(initials)

<b>5. Page Rate - Depositions</b>	
<b>A. Fee per page for original and one copy of transcript <u>regular delivery</u> - within twenty (20) calendar days.</b>	\$3.25 PER PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>	\$3.95 /PER PAGE

**VERBATIM REPORTING AND TRANSCRIPTION**

<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>	\$6.25 /PER PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>	\$0.50 /PER PAGE
<b>6. Page Rate - Hearings</b>	
<b>A. Fee per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.</b>	\$3.25 /PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>	\$3.95 /PAGE
<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>	\$6.25 /PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>	\$0.50 /PAGE
<b>7. Transcription of tapes (various other County agencies)</b>	\$See Below /PAGE
<b>A. Fee per page for original and one copy of transcript regular delivery - within twenty (20) calendar days.</b>	\$3.25 /PAGE
<b>B. Fee per page for original and one copy of transcript expedited delivery - within ten (10) calendar days.</b>	\$3.95 /PAGE
<b>C. Fee per page for original and one copy of transcript rush delivery - within one (1) working day.</b>	\$6.25 /PAGE
<b>D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).</b>	\$0.50 PAGE
<b>8. MISCELLANEOUS:</b>	
<b>A. Fee for reproducing exhibits and documents</b>	\$0.24 PAGE
<b>B. Fee for Compact Disks (CD's)</b>	\$5.00 /EACH

**EFF. 6/6/2019**

<b>ITEM/TASK DESCRIPTION</b>	<b>UNIT PRICE</b>
<b>9. Page rate – Videotapes and Expert</b>	
<b>A. Fee per page for original and one copy of transcript. Deposition also videotaped. Regular delivery – within twenty (20) calendar days.</b>	<b>\$3.95/per page</b>
<b>B. Fee per page for original and one copy of transcript. Deposition with Expert. Regular delivery – within twenty (20) calendar days.</b>	<b>\$3.95/per page</b>
<b>C. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Regular delivery – within twenty (20) calendar days.</b>	<b>\$3.95/per page</b>
<b>D. Fee per page for original and one copy of transcript. Deposition also videotaped. Expedited delivery – within ten (10) calendar days.</b>	<b>\$4.50/per page</b>
<b>E. Fee per page for original and one copy of transcript. Deposition with Expert. Expedited delivery – within ten (10) calendar days.</b>	<b>\$.50/per page</b>

**VERBATIM REPORTING AND TRANSCRIPTION**

<b>F. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Expedited delivery – within ten (10) calendar days.</b>	<b>\$4.50/per page</b>
<b>G. Fee per page for original and one copy of transcript. Deposition also videotaped. Rush delivery – within one (1) calendar day.</b>	<b>\$7.00/per page</b>
<b>H. Fee per page for original and one copy of transcript. Deposition with Expert. Rush delivery – within one (1) calendar days.</b>	<b>\$7.00/per page</b>
<b>I. Fee per page for original and one copy of transcript. Deposition with Expert and Videotaped. Rush delivery – within one (1) calendar days.</b>	<b>\$7.00/per page</b>
<b>J. Rough Draft/Real Time Hookup</b>	<b>N/A/per page</b>
<b>K. Exhibits</b>	<b>\$1.00/per page</b>
<b>L. No Show/Late Cancellation</b>	<b>\$150.00/Onetime fee</b>

PRICING SHEET: NIGP CODE 66124 & 96172

Terms: NET 30

Vendor Number: VC0000002007

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2018 2019 2020 2022 2023.**

COMBAT VETERAN VOICEWRITERS LLC DBA CVV TRANSCRIPTS, 1146 N. MESA DRIVE, SUITE 102-107, MESA AZ 85203

SERIAL 171190 S \_\_\_\_\_  
 PRICING SHEET NIGP \_\_\_\_\_ 66124 & 96172 \_\_\_\_\_  
 BIDDER NAME: \_\_\_\_\_ Combat Veteran Voicewriters LLC DBA CVV Transcripts \_\_\_\_\_  
 F.I.D./VENDOR #: \_\_\_\_\_ VC0000002542 \_\_\_\_\_  
 BIDDER ADDRESS: \_\_\_\_\_ 1146 N. Mesa Drive, Suite 102 107, Mesa AZ 85203 \_\_\_\_\_  
 P.O. ADDRESS: \_\_\_\_\_ n/a \_\_\_\_\_  
 BIDDER PHONE #: \_\_\_\_\_ 480 250 8830 \_\_\_\_\_  
 BIDDER FAX #: \_\_\_\_\_ 844 364 6597 \_\_\_\_\_  
 COMPANY WEB SITE: \_\_\_\_\_ www.ewtrans.com \_\_\_\_\_  
 COMPANY CONTACT (REP): \_\_\_\_\_ Jennifer MacGregor \_\_\_\_\_  
 E-MAIL ADDRESS (REP): \_\_\_\_\_ jennifer@ewtrans.com \_\_\_\_\_

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

INTERNET ORDERING CAPABILITY:  YES  X  NO \_\_\_\_\_ % DISCOUNT

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

NET 30 X

1.0 PRICING:—

NOTE: COMPENSATION/FEEES FOR THE COURT REPORTING SECTION IS PRE DETERMINED

AND SHALL REMAIN "FIXED" THROUGHOUT THE DURATION OF THIS CONTRACT. IN THE EVENT THAT ANY RELEVANT STATUTES ARE CHANGED WHICH EFFECT FEES/COMPENSATION, AN AMENDMENT WILL BE MADE TO THIS CONTRACT, REFLECTING THOSE CHANGES. COMPENSATION/FEEES FOR AGENCIES OTHER THAN JUSTICE COURTS SERVICES SHALL BE PROVIDED AS APPROPRIATE, AS A COMPETITIVE BID.

*Bidder shall indicate willingness to provide services for this section (Section 2., A,B.&C) by initialing below to the right of the pre determined pricing list. MANDATORY*

		EFF. 7/1/18
A. Fee per page for original and one copy of transcript regular delivery—within twenty (20) calendar days.	\$4.00 /PAGE	\$3.65 /PAGE
B. Fee per page for original and one copy of transcript expedited delivery—within ten (10) calendar days.	\$6.00 /PAGE	\$5.70 /PAGE
C. Fee per page for original and one copy of transcript rush delivery—within one (1) working day.	\$9.50 /PAGE	\$8.80 /PAGE
D. Fee per page for each additional copy of transcript when requested by the ordering agency (all deliveries).	\$1.00 /PAGE	\$0.60 /PAGE

COMBAT VETERAN VOICEWRITERS LLC DBA CVV TRANSCRIPTS

8. MISCELLANEOUS:

A. Fee for reproducing exhibits and documents	\$0.50 /PAGE	
		Eff. 7/1/18
B. Fee for Compact Disks (CD's)	\$2.00 /EACH	\$1.00 /EACH

**EFF. 7/1/2018**

E. Fee per page for original and one copy of transcript	
Express Delivery: 2 to 5 calendar days turnaround	\$7.00/per page

PRICING SHEET: NIGP CODE \_\_\_\_\_ 66124 & 96172

Terms: \_\_\_\_\_ NET 30

Vendor Number: \_\_\_\_\_ VC0000002542

Certificates of Insurance \_\_\_\_\_ Required

Contract Period: \_\_\_\_\_ To cover the period ending June 30, 2018-2019.

**EXPIRES 06/30/2019**



## COURT REPORTING AND TRANSCRIPTION SERVICE

### 1.0 INTENT:

The intent of this solicitation is to identify qualified providers of court reporter services and transcription services, as defined in the technical specifications, to provide services to Maricopa County Courts and other Maricopa County departments on an as required basis. Maricopa County reserves the right to award this contract to multiple bidders. No services shall be provided without a valid purchase order in place.

The scope of this solicitation and the resultant contact is as follows:

- a. To provide court reporters to record jury trials and special events or meeting as may be required by the Courts or other County agencies.
- b. To provide court reporters to record other hearings and depositions for other County agencies as required.
- c. To provide transcription services for various other agencies throughout Maricopa County.

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

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs.

### 2.0 SPECIFICATIONS:

#### 2.1 TECHNICAL REQUIREMENTS:

##### 2.1.1 COURT REPORTING:

Background: Several County agencies, offices, and departments are involved in administrative and/or legal proceedings which require the attendance by, and record keeping capabilities of, a Professional Court Reporter.

The Contractor shall provide qualified personnel and materials necessary to report, transcribe, and furnish completed documents related to depositions, hearings, and other proceedings, as follows:

- 2.1.1.1 The Contractor guarantees that all work shall be performed in a businesslike manner and according to the highest standards of the reporting profession. Failure to provide an accurate transcription, following accepted rules of spelling and punctuation, could result in a retyping of the transcript at no additional expense to the County.
- 2.1.1.2 The Contractor shall, at all times, promptly provide as many qualified court reporters and maintain such staff and equipment as may be necessary for the prompt furnishing of quality reporting services, including transcripts which shall conform to the format set forth herein.
- 2.1.1.3 The Contractor shall record and incorporate everything spoken during a session into the transcript unless otherwise directed. This shall include a record of appearances and exhibits together with such other matters as may be directed by the Judicial Officer, Hearing Officer, County Attorney, or Deputy County Attorney or Defense Counsel to be included. Nothing spoken at the proceedings shall be "off the record" unless so designated by the Judicial Officer, Hearing Officer, County Attorney, Deputy County Attorney or Defense Counsel. Should the reporter have any questions on the technical aspects of the hearing or

fail to hear any part of the proceeding, he/she shall ask the Judicial Officer, Hearing Officer, County Attorney, Deputy County Attorney or Defense Counsel to clarify the statement(s). This is not intended to give a reporter authority to interrupt the proceedings on a frequent basis.

2.1.1.4 The Contractor shall record proceedings by recognized stenographic or non-stenographic means in such a manner as to create a verbatim record of the proceedings. All personnel providing services under the provisions of this contract shall be in all cases an Arizona State Certified court reporter (pursuant to A.R.S. § 32-4001 et.seq. or ACJA § 7-206, must be registered with the Certification and Licensing Division in accordance with the provisions of ACJA § 7-206(N)).

2.1.1.5 For trials, special sessions, hearings, and depositions which are sworn proceedings, the Contractor shall provide service for proceedings held between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the basic contract rates. Contractors are required to work overtime when requested to do so, in which case an overtime rate of 1-1/2 hours per each hour of overtime worked shall be allowed. Each individual agency shall be responsible for the professional conduct of a proceeding. Situations of undue hardship should be brought to the agency's attention by the reporter. Inordinate hardships should be brought to the Contract Officer's attention for investigation and/or resolution.

Travel time to and from the place of the hearing or deposition shall not be included in computing the per diem fee for providing court reporting services in the greater metropolitan area, i.e., Phoenix, Tempe, Mesa, Scottsdale, Peoria, Chandler, and Glendale. Mileage will be reimbursed for travel for services provided in areas not listed above, i.e., Gila Bend, Buckeye, and Wickenburg, at the mileage rate set by the Board of Supervisors in Maricopa County, to and from the court reporter's office address or home address, whichever is less, to the place of hearing or deposition.

It is understood that not all bidders are able to provide these services to all agencies in all geographic locations throughout Maricopa County.

2.1.1.6 Transcripts will be provided, using the format as described in 2.1.1.7, at a per page rate for the different types of copies as described in 2.1.1.8.

2.1.1.7 FORMAT:

2.1.1.7.1 The Contractor shall provide transcripts in the following format:

2.1.1.7.1.1 All transcripts shall be typed in black ink on 8-1/2" x 11" size paper. Numbers indicating each line of the transcription shall be printed at the left marginal line of the transcript.

2.1.1.7.1.2 The title page of the transcript shall set forth the name and docket number of the proceeding, the date and place of the proceeding, and the name of the witnesses, except in the case of a hearing, the name of the witnesses shall be listed in the index. The title page of the transcript shall be followed by a page or pages appropriately marked indicating the witnesses testifying, the exhibits discussed, and an index for each witness indicating the pages devoted to the witnesses' testimony and an index of exhibits including a brief description of the nature of the exhibit and

an indication of the pages devoted to testimony regarding the exhibit.

2.1.1.7.1.3 All pages of the transcript shall be numbered consecutively.

2.1.1.7.1.4 The transcript shall meet the following specifications:

2.1.1.7.1.4.1 Type size shall be pica, ten (10) characters per inch.

2.1.1.7.1.4.2 Single sided, double-spaced.

2.1.1.7.1.4.3 Not less than 25 lines on pages 8-1/2" x 11".

2.1.1.7.1.4.4 The left margin shall not exceed 1-3/4".

2.1.1.7.1.4.5 The right margin shall not exceed 3/8".

2.1.1.8 COPY DEFINITIONS:

2.1.1.8.1 Regular copy: Transcripts shall be delivered within twenty (20) calendar days after the conclusion of the proceedings. One calendar day shall be allowed for each consecutive day a proceeding extends beyond the initial day, up to a maximum of ten (10) additional calendar days (i.e., thirty (30) calendar days after conclusion of proceeding).

2.1.1.8.2 Expedited copy: Transcripts shall be delivered within ten (10) calendar days after the conclusion of the proceedings.

2.1.1.8.3 Rush copy: Transcripts shall be delivered within one (1) calendar day after the conclusion of the proceedings.

2.1.1.8.4 Post Proceeding copy: If an agency orders a transcript, after the proceeding is completed, delivery shall be within twenty (20) calendar days after receipt of a written order.

2.1.1.8.5 Non-Agency copy: When a transcript is ordered by an entity, other than the ordering agency, the contractor shall receive agency permission if required. In addition, the non-agency entity shall receive a copy of the transcript based on the Contractor's per page rate. The original is to be retained by the contractor for possible future sale to the ordering agency.

2.1.1.9 When a transcript is designated "Regular", "Expedited", or "Rush", such a designation indicates that the County requires delivery of the transcript within the time prescribed in this agreement for the kind of delivery ordered. When transcripts are designated as "Regular", "Expedited", or "Rush" but are not delivered in accordance with the period of time prescribed in this agreement for the kind of delivery ordered, payment to the Contractor shall be made at the rates applicable to the time of delivery actually achieved; except that if the Contractor, regardless of the type of delivery ordered, fails to deliver the transcript to the County within the applicable period prescribed for "Regular" transcript, a further reduction in price will be made as follows in computation of the injury caused the County for the Contractor's delayed delivery: The amount to be paid for the transcript will be reduced by 2% of the awarded price for the transcript, computed at the "Regular" rate, for each business day or fraction thereof that delivery is deferred beyond the time limit applicable to delivery or "Regular" transcript, up to the total of 50% of the "Regular" transcript price.

NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO ABROGATE THE PERFORMANCE REQUIREMENT OF THIS AGREEMENT OR TO PERMIT THE CONTRACTOR TO FAIL TO PERFORM OR TO DELAY IN PERFORMING ANY DUTIES OR RESPONSIBILITIES UNDER THE CONTRACT.

2.1.1.10 Compact disks (CD's) shall be made available to the County for purchase, as requested/applicable, formatted to the County's specifications.

2.1.1.11 EXPERIENCE AND REFERENCES:

2.1.1.11.1 Information specifically related to the Contractor's related experience in the field of Professional Court Reporting shall be included with the bid.

2.1.1.11.2 Listing of References: References offered shall be verifiable and must be able to comment on the Contractor's related experience.

2.1.1.11.3 The vendor's response shall include any additional information that reflects on the Contractor's ability to perform the required services. At a minimum, the number of years in business and other current contractual commitments should be cited.

2.1.1.12 EXPERTISE AND RELIABILITY OF CONTRACTOR'S KEY PERSONNEL:

The bidder's response shall contain the following:

2.1.1.12.1 The Contractor shall provide an organizational chart showing the staffing lines of authority for the key personnel to be used in the project. The relationship to management and to support personnel should be clearly illustrated.

2.1.1.12.2 The Contractor shall provide a resume and data related to previous work assignments as may related to this Call for Bids for each key personnel to be assigned to the contract.

2.1.1.13 ESTIMATED USAGE:

2.1.1.13.1 The contract shall be on an as needed, if needed basis. The County makes no guarantee as to the volume of hours, pages, etc. which may be required.

2.1.1.14 DATA:

2.1.1.14.1 All notes, transcripts, records, tapes, exhibits and any other material that is a part of or relates to any action recorded by the Contractor shall be the property of Maricopa County.

2.1.1.15 REPORTER NOTES:

2.1.1.15.1 The Contractor shall retain in Arizona, all original notes and stenographic tapes of all examinations, depositions, hearings and other proceedings reported under this agreement for at least six (6) years from the date the case is closed and shall retain such notes and tapes in such a place and manner as to ensure their availability upon request.

2.1.1.16 KEY PERSONNEL:

2.1.1.16.1 It is essential that the Contractor provide sufficient staffing to satisfy all department needs/requirements, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor shall assign specific individuals to Court Reporting positions. New personnel must receive prior written approval of the County, before commencing with a contract project.

2.1.1.17 COMPENSATION/FEE SCHEDULE:

2.1.1.17.1 The compensation/fee schedule is as follows:

2.1.1.17.1.1 Payment will be made for all hours from initiation of service until sign out except for, lunches or significant breaks as identified by the invoice submitted. Justice Court Services will provide to all court reporters acceptable billing parameters.

2.1.1.17.1.2 When “on assignment” for the County (providing services under this contract), the court reporter is required to perform only Maricopa County services. The court reporter shall certify that all work performed during “lag time” is County work on the invoice submitted.

2.1.1.17.1.3 *“Lag time” is defined as time during a hearing, trial, special session, or deposition that occurs when there has been a break or recess in the proceedings. Court Reporters when “on assignment” for Maricopa County are paid with taxpayer money, and it is essential that if the County is to be charged for work performed during “lag time”, that the work be for Maricopa County and not for another customer. Work being done for another customer during “lag time” should be charged to that customer, and not to Maricopa County.*

2.1.1.17.1.4 Mileage will be paid for the following distant courts: Wickenburg, Gila Bend, and Buckeye. The rate will be the current Maricopa County mileage rate. This applies to both Justice Courts and other County agencies.

2.1.1.17.1.5 Contractor shall be compensated for pre-approved mileage to the distant courts based on the mileage from their home address or to business address, whichever is less. This applies to both Justice Courts and other County agencies.

2.1.1.17.1.6 If a court reporter en route to court is called and cancelled or the entire calendar is cancelled after they are en route, the contractor will be paid at the standard hourly rate of \$25.00 per hour for one hour of service.

2.1.1.18 Contractor and/or employees shall NOT be accompanied in their work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Contractor.

2.1.1.19 QUALIFICATIONS:

2.1.1.19.1 Effective approximately June 2000, once State certifications are being issued, court reporters who will be providing traditional stenographic recordings for the County must be certified, and must provide a copy of their certification.

2.1.1.19.2 Proceedings may be recorded using video tape, audio tape, or stenographic recording done by a certified court reporter. The decision of which method to use will be at the discretion of the using agency.

2.1.2 TRANSCRIPTION SERVICES:

Background: Various County agencies, offices, and departments are involved in administrative and/or legal proceedings, which require transcription services.

2.1.2.1 The Contractor shall provide qualified personnel and materials necessary to transcribe, and furnish completed documents related to hearings, trials, meetings, interviews, medical charts and records, etc. as follows:

2.1.2.1.1 The Contractor guarantees that all work shall be performed in a businesslike manner and according to the highest standards of the transcription profession. Failure to provide an accurate transcription, following accepted rules of spelling and punctuation, could result in a retyping of the transcript at no additional expense to the County.

2.1.2.1.2 The Contractor shall, at all times, provide as many qualified transcriptionists and maintain such staff as may be necessary for the prompt furnishing of quality transcribing services, including transcripts which shall conform to the format set forth herein.

2.1.2.1.3 The Contractor shall be supplied with the tape(s) or other media, which shall be transcribed.

2.1.2.1.4 Transcripts will be provided, using the format as described in 2.1.1.7 as a per page rate for the different types of copies as described in 2.1.1.8.

2.1.2.2 QUALIFICATIONS:

2.1.2.2.1 There are no specific "qualifications" for transcriptionists, so long as the finished product is in the proper format described in Section 2.1.1 and conforms to accuracy standards in Section 2.1.2.5.

2.1.2.3 Bidders responding to the Transcription portion of this solicitation are not required to be certified and may "no bid" the Court Reporter portion of the bid and still be considered responsive.

2.1.2.4 The County agency requiring transcription of tapes will contact the contractor with their request for transcription. This can be done via U.S. Mail, phone, fax, or email. The contractor may pick up the information for transcription, send a messenger, or request that this information be mailed. However, all delivery

charges are the responsibility of the contractor. Do not list delivery charges as a separate line item. All other requests are the responsibility of the requestor.

2.1.2.5 ACCURACY:

2.1.2.5.1 The contractor shall be responsible for furnishing complete transcripts, which accurately reflect the full and complete verbatim record of the proceeding. When errors attributable to the Contractor's performance appear in the transcript (i.e., those which change or obscure the meaning of the testimony, but not including typographical errors or misspelling if the intended meaning is clearly evident, such as "there" for "their", etc.) in excess of one (1) error per 100 words of transcripts, the ordering agency may demand and the Contractor shall correct the errors and furnish corrected transcripts within three (3) calendar days after receipt of notification, and without additional cost to the ordering agency, regardless of the delivery time and the original order specified.

3.0 PURCHASING REQUIREMENTS:

3.1 ACCEPTANCE:

Upon delivery and successful installation, the material(s) shall be deemed accepted. All documentation shall be completed prior to final acceptance.

3.2 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.3 BACKGROUND CHECK:

~~Bidders/proposers need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub contractors and employees and the failure to pass these checks shall deem the respondent non responsible.~~

**Bidders/proposers need to be aware that they may be required to pass multiple background checks (e.g. Sheriff's Office, County Attorney's Office, Courts, as well as County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, subcontractors, and employees.**

3.4 INVOICES AND PAYMENTS:

3.4.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information (also see section 2.1.1.19):

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)

- Description of Purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Total Amount Due

- 3.4.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.4.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<https://azdom-vss.hostams.com/webapp/PRDVSS1X1/AltSelfService>).
- 3.4.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.4.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.5 APPLICABLE TAXES:

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

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

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

- 3.5.1 **It is the responsibility of the contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.**
- 3.5.2 **The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds over payment of a project due to tax consideration that was not due, the contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.**



3.5.3 **Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to, hold the County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).**

~~3.6 TAX: (SERVICES)~~

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

3.7 DELIVERY:

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

3.8 POST AWARD MEETING:

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

3.9 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

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

3.10 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

4.0 **CONTRACTUAL TERMS & CONDITIONS:**

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of five (5) additional years, (or at the County's sole discretion, extend

the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least sixty (60) calendar days prior to the expiration of the original contract term..

4.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the 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 price terms, 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.

4.4 INDEMNIFICATION:

~~To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.~~

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

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

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

4.4.1 **To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract.**

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

4.4.3 **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 section.**

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

4.5 **INSURANCE:**

~~Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.~~

~~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.~~

~~Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by 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 the County's right to coverage afforded under the insurance policies.~~

~~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.~~

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

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

4.5.1 **Contractor, at contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.**

4.5.2 **All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.**

4.5.3 **In the event that the insurance required is written on a claims-made basis, contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or**

an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

- 4.5.4 Contractor's insurance will be primary insurance as respects County, and any insurance or self-insurance maintained by County will not contribute to it.
- 4.5.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 4.5.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.5.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 4.5.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of contractor's work or service.
- 4.5.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.
- 4.5.10 Commercial General Liability:

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

**Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 for each occurrence, \$3,000,000 Products/Completed Operations Aggregate, and \$3,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third-party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.**

- 4.5.11 Automobile Liability:

~~Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage~~

~~of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.~~

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

**4.5.11.2 If the contractor under this contract is a sole proprietor their personal auto policy may be utilized to prove coverage with limits not less than statutory minimums. Vehicle must be registered to the contractor and not a business. The Declarations page can be used as proof of insurance, must name the contractor as a covered driver and is exempt from the additional insured requirement.**

4.5.12 Workers' Compensation:

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

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

**4.5.12.1 Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.**

**4.5.12.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.**

4.5.13 Errors and Omissions (Professional Liability) Insurance.:

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

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

4.5.14 **Professional Liability:**

**Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 aggregate claims.**

4.5.15 Certificates of Insurance.

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

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

~~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.~~

**4.5.15.1 Prior to contract award, contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the contract in the form provided by the County, issued by contractor's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.**

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

**4.5.15.3 If a policy does expire during the life of the contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.**

4.5.16 Cancellation and Expiration Notice.

~~Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (320 West Lincoln Street, Phoenix, AZ 85003, Phone Number 602/506-3967 /Fax Number 602/258-1573).~~

**Applicable to all insurance policies required within the insurance requirements of this contract, contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 calendar days prior written notice to Maricopa County. Contractor must provide notice to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 160 South**

4<sup>th</sup> Avenue, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

4.6 ORDERING AUTHORITY:

~~Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.~~

**4.6.1 Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.**

~~4.7 REQUIREMENTS CONTRACT:~~

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

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

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

4.8 SUSPENSION OF WORK:

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

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

4.9 STOP WORK ORDER:

~~The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause.~~

~~Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either —~~

~~Cancel the stop work order; or~~

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

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

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

4.9.2 **cancel the stop work order; or**

4.9.3 **terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.**

4.9.4 **The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the contractor demonstrates that the stop work order resulted in an increase in costs to the contractor.**

4.10 ~~UNCONDITIONAL TERMINATION FOR CONVENIENCE:~~

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

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

4.11 ~~TERMINATION FOR DEFAULT:~~

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

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

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

~~Perform any of the other provisions of this contract.~~

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



4.11.1 **The County may, by written Notice of Default to the contractor, terminate this contract in whole or in part if the contractor fails to:**

4.11.1.1 **deliver the supplies or to perform the services within the time specified in this contract or any extension;**

4.11.1.2 **make progress, so as to endanger performance of this contract; or**

4.11.1.3 **perform any of the other provisions of this contract.**

4.11.2 **The County's right to terminate this contract under these subparagraphs may be exercised if the contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.**

4.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

~~Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.~~

**Notice is given that, pursuant to Arizona Revised Statute (A.R.S.) § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.**

4.13 OFFSET FOR DAMAGES:

~~In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.~~

**In addition to all other remedies at Law or Equity, the County may offset from any money due to the contractor any amounts contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.**

4.14 SUBCONTRACTING:

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

4.14.1 **Contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of**

**the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.**

4.14.2 **The subcontractor's rate for the job shall not exceed that of the prime contractor's rate, as bid in the pricing section, unless the prime contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime contractor's invoice.**

4.15 AMENDMENTS:

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

4.16 ADDITIONS/DELETIONS OF SERVICE:

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

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

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

~~In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.~~

~~If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.~~

~~If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.~~

4.17.1 **In accordance with section MC1-373 MC1-374 of the Maricopa County Procurement Code, the contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions which could be more than six years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.**

4.17.2 **If the contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the contractor shall reimburse Maricopa County for the services not so adequately supported and documented.**

4.18 VALIDITY:

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

4.19 RIGHTS IN DATA:

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

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

4.19.2 **Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.**

4.20 RELATIONSHIPS:

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

~~The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.~~

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

4.20.2 **The County reserves the right of final approval on proposed staff. Also, upon request by the County, the contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.**

4.21 NON-DISCRIMINATION:

~~CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/edm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract,~~

~~CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.~~

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

~~4.22 ISRAEL BOYCOTT:~~

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

4.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

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

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

~~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;~~

~~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~~

~~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.~~

~~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.~~

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

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

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

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

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

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

~~If any of the above circumstances described in section 1.8.1.2 are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.~~

~~The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.~~

**4.23.1 The undersigned (authorized official signing on behalf of the contractor) certifies to the best of his or her knowledge and belief that the contractor, its current officers, and directors:**

**4.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;**

**4.23.1.2 have not within a three-year period preceding this contract:**

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

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

**4.23.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;**

**4.23.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and**

**4.23.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.**

- 4.23.2 **If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.**
- 4.23.3 **Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor, the contractor shall include the information required by this clause with their bid.**

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

~~By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.~~

~~The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.24 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

- 4.24.1 **By entering into the contract, the contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). 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. Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at [www.uscis.gov](http://www.uscis.gov).**
- 4.24.2 **The County retains the legal right to inspect documents of contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 4.24.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.**

## 4.25 CONTRACTOR LICENSE REQUIREMENT:

~~The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.~~

~~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) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.~~

**4.25.1 Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. Contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.**

**4.25.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.**

## 4.26 INFLUENCE:

~~As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.~~

~~An attempt to influence includes, but is not limited to:~~

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

~~That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.~~

~~If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.~~

As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

An attempt to influence includes, but is not limited to:

4.26.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or **subsidy that** is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

4.26.2 **If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.**

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

4.27 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS:

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

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

4.27.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (~~\$150~~ **250,000** as of **Fiscal Year 2018 September 2013**).

4.28 PUBLIC RECORDS:

~~Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.~~



Under Arizona law, all offers submitted and opened are public records and must be retained by the records manager at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

4.29 UNIFORM ADMINISTRATIVE REQUIREMENTS:

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

4.30 CONTRACT COMPLETION:

~~The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.~~

**In preparation for contract completion, the contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.**

4.31 FORCE MAJEURE:

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

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

~~The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was~~

~~timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.~~

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

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

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

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

4.32 **NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:**

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

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

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

4.33 **PURCHASE ORDERS:**

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

4.33.1 **County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the contractor for actual and documentable costs incurred by the contractor in response to the purchase order. The County will not reimburse the contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.**

4.33.2 **Contractors agree to accept verbal notification of cancellation of purchase orders from the County with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.**

4.34 **AUDIT DISALLOWANCES:**

~~If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.~~

**If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the contractor by issuing a check payable to Maricopa County.**

4.35 **STRICT COMPLIANCE:**

**Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.**

4.36 **SEVERABILITY:**

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

4.37 **OFFSET FOR DAMAGES:**

**In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the Contract.**

4.38 **CONFIDENTIALITY:**

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

4.39 **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, expressed, or implied.**

4.40 **GOVERNING LAW:**

**This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court, Phoenix, Arizona.**

4.41 **PERFORMANCE**

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

4.42 **AVAILABILITY OF FUNDS**

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

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

4.43 **WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01**

**If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.**

4.44 **CONFIDENTIALITY INFORMATION:**

4.44.1 **Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the contractor's obligation regarding such information.**

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

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