

PIMA COUNTY NOTICE OF REQUEST FOR PROPOSALS (RFP)



Solicitation Number: 228614 **Title:** Merit Systems Legal Representation

Due In and Opens: September 27, 2016 at 1:00 P.M. LOCAL ARIZONA TIME (MST)

Submit Proposal to:

Pima County Procurement Department
130 West Congress, 3rd Floor, Receptionist
Tucson, Arizona 85701

Pre-Proposal Conference: September 14, 2016 at 10:00 A.M. (MST)

Pima County Procurement Department
130 West Congress, 3rd Floor
Tucson, Arizona 85701

SOLICITATION: Pima County is soliciting proposals from Offerors qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To provide Pima County Merit System Commission and Law Enforcement Merit System Council with legal representation for a one (1) year period with the option to renew for four (4) additional one-year periods, per the specifications called for herein.

You may download a full copy of this solicitation at www.pima.gov/procure/ffbfp.htm by selecting the solicitation number. Offerors are required to check this website for addenda prior to the Due In and Opens Date and Time to assure that the proposal incorporates all addenda. Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME (MST), at the address listed above.

A Pre-Proposal Conference will be held for the purpose of clarifying requirements and answering prospective offeror questions. It is the responsibility of Prospective Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

Proposals shall be submitted as defined in the Instructions to Offerors, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Offerors must complete and return those documents identified in the Instruction to Offerors Submission of Proposals instruction.

Proposals may not be withdrawn for 90 days after opening except as allowed by Pima County Procurement Code.

Bonds are not required

OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR PROPOSAL.

Questions and Deviation requests shall be submitted in writing to Procurement Department, Attention: Jennifer Moore. All submittals shall reference the Solicitation Number and Title; Questions or Deviation Requests submitted within 8 days of the solicitation *Due In and Opens Date and Time* may not be answered.

Fax: (520) 791-6509 **email:** Jennifer.Moore@pima.gov

USPO Mail to the following address:

Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

JENNIFER MOORE, CPPB
Commodity/Contracts Officer

Publish: The Territorial: August 24,25,26 and 29, 2016

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Standard Terms and Conditions

INSTRUCTIONS TO OFFERORS**1. PREPARATION OF RESPONSES**

All proposals shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the proposal. Typewritten responses are **preferred**.

All proposals shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the proposal.

Surety required by this solicitation may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

2. PRICING and OFFER DOCUMENTS

Throughout this solicitation document, the meaning of *proposal* and *offer* are intended to be synonymous.

Offerors shall complete and submit their offers utilizing the forms provided by this solicitation. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. Failure to comply may cause the proposal to be improperly evaluated or deemed non-responsive.

The proposal/offer certification document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation. Failure to do so may be cause to reject the proposal as non-responsive.

All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should offeror during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to the County, that offeror shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by offeror shall include all costs required to implement and actively conduct and document cost control and reduction activities. Unit Prices shall include all costs and, unless otherwise specified, shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destinations"). Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days. Pima County reserves the right to question and correct obvious errors.

3. GENERAL SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive proposals.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the offeror's sole risk.

Items included in the proposal shall meet the specifications and requirements set forth by the solicitation.

Deviation requests shall specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted prior to the initial solicitation due date. Requests submitted within 8 days of the solicitation due date may not be answered. Acceptance or rejection of said deviation request shall be at the sole discretion of the County and in accordance with Pima County Procurement Code.

Offerors are advised that conditional offers that do not conform to or that request exceptions to the published solicitation and addendums may be considered non-responsive and not evaluated.

4. OFFERORS MINIMUM QUALIFICATIONS

In order for proposals to be evaluated and considered for award, proposals must be deemed **Responsive and Responsible**. To be deemed "**Responsive**", the submitted offer documents shall conform in all material respects to the requirements stated by the solicitation. To be deemed "**Responsible**", offerors shall document and substantiate their capability to fully perform all requirements defined by the solicitation. Factors considered include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and other factors required to provide the performance defined by the solicitation.

Offeror shall certify that they possess the minimum qualifications contained in the Offer Agreement, section 3. Contractor Minimum Qualifications. Offeror shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the offeror's proposal to be rejected as **Non-Responsive and/or Non-Responsible**.

5. EVALUATION AND AWARD CRITERIA

The evaluation criteria will be used by the evaluation panel when scoring the offeror's answers to the questions contained in **Attachment 1. Questionnaire Parts A and B (4 Pages)**. Offeror should respond in the form of a thorough narrative to each specification as guided by the Questionnaire. The narratives along with required supporting materials should be evaluated and assigned points accordingly. Forms provided and requested for inclusion in this proposal shall not be modified.

CRITERIA	CRITERIA DESCRIPTION	MAXIMUM POINTS
A	Questionnaire	
	Attorney Experience	35
	Attorney References – Lawsuit and Public Sector	24
B	Sustainability Practices	01
C	Cost Schedule	40
	Phase One - TOTAL POSSIBLE POINTS	<u>100</u>

County reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing. Recommendation for award will be to the responsible and responsive Offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation criteria set forth in this solicitation.

The County may conduct discussions with the Offeror to clarify the Offer and Agreement details provided that they do not substantially change the intent of the solicitation. Unless otherwise specified, relative ranking of proposal(s) will be made considering the average of total points given to each proposal by evaluators.

If an award is made, the County will enter into an agreement with the one (1) Contractor that submitted the highest scoring responsive and responsible offer by executing and transmitting a Master Agreement (MA) document that incorporates the Sample Contract and proposal without further action by the Offeror.

SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE (Professional Services Excluded)

Any contract funded in any amount with federal funds is not eligible for this preference.

For those proposals whose cost does not exceed \$500,000 per contract year, a 5% bid preference will be given to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by Pima County. If the certification is accepted by Pima County, the bid will be evaluated at 95% of the Total Price Proposed amount to determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, Total Price Proposed or as negotiated. **To be eligible for the price preference, SBE firms must include with their proposal documents a copy of their current SBE certificate document** which may be acquired from the City of Tucson, Department of Procurement, (520) 837-4009, 225 W Alameda, 6th Floor, Tucson, AZ 85726-7210. Their SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: http://www.tucsonprocurement.com/bidders_SBE.aspx. The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Procurement Department, Design & Construction Division at **(520) 724-3807 or (520) 724-8414** for assistance or further information.

6. SUBMISSION OF OFFERS

Offerors are to complete, execute and submit **one (1) original and four (4) copies** of the required documents. The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation that includes and may not be limited to the following:

Offerors are to complete, execute and submit:

One (1) original hardcopy clearly marked "ORIGINAL"

One (1) electronic copy in MS Office format on a CD-Rom or thumb drive – to be attached to the Original hardcopy.

Four (4) hard copies (Clearly marked "COPY").

Please do not send an electronic copy in Adobe format of the required forms provided by the County, unless otherwise specified. Your electronic submission must be in Word or excel provided forms Format in MS Office format AND be an exact copy of the "ORIGINAL" hardcopy document.

The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation.

All questions must be answered and the form completed in full, as a condition of the RFP. Proposal shall be:

- Typed
- Contain a Table Of Contents
- Each Attachment page consecutively numbered at the bottom
- One side of the paper only
- Assembled and organized in Sections – each section shall contain applicable forms and required documentation
- Each section TABBED with the Section Number for each TAB that corresponds with the Form titles and section numbers as per the outline format indicated below:

Section	Form Title
Section 1)	Attachment 1: Contractor/Offeror Certification Form
Section 2)	Attachment 2: Minimum Qualifications Verification Form
Section 3)	Attachment 3: Questionnaire – Attorney Experience Form
Section 4)	Attachment 4: Questionnaire – Attorney Lawsuit Reference Form
Section 5)	Attachment 5: Questionnaire – Public Sector Reference Form
Section 6)	Attachment 6: Sustainability Form
Section 7)	Attachment 7: Price Schedule form (excel spreadsheet) – include in the Original Submittal only

Proposals must be received and time stamped at the specified location at or before the Due Date/Time as defined by the *Request for Proposals*. The “time-stamp” provided by the County shall be the official time used to determine the timeliness of the submittal. Proposals and modifications received after the Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Due Date/Time.

Proposals must be signed by an authorized agent of the offeror and submitted in a sealed envelope marked or labeled with the offeror’s firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Due Date/ Time specified by the *Request for Proposals*.

Proposals and modifications received after the closing time specified will not be accepted. Facsimiles of proposals will not be accepted.

Failure to comply with the solicitation requirements may be cause for the offeror’s proposal to be rejected as *non-responsive* and not evaluated.

7. BEST AND FINAL OFFER

County reserves the right to request additional information and/or clarification with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.

In the event that discussions are held and clarifications are requested, a written request for best and final offers shall be issued. The request shall set forth the date, time, and place for the submission of best and final offers. If offerors fail to respond to the request for best and final offer or fail to submit a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

8. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful offeror by issue of a Master Agreement (MA).

The offeror agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the offeror agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by revision or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Offeror’s own risk. Offerors shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

9. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the *Due In and Opens* date set for receipt of the bid or proposal. Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of bidders, proposers and offerors to check the website.

10. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the submittor agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>. Please contact the Pima County Procurement Department, Admin Services Division at **(520) 724-8465** for assistance or further information.

END OF INSTRUCTIONS TO OFFERORS
(Revised August 16, 2016)

<p>PIMA COUNTY DEPARTMENT OF HUMAN RESOURCES</p> <p>PROJECT: Merit Systems Legal Representation</p> <p>CONTRACTOR: [awardee legal name & address]</p> <p>AMOUNT: \$50,000.00</p> <p>FUNDING: General Fund</p>	<p>(STAMP HERE)</p>
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SAMPLE CONTRACT

THIS CONTRACT entered between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and [Legal Name as documented by the ACC or sole proprietorship], hereinafter called CONTRACTOR.

W I T N E S S E T H

WHEREAS, COUNTY requires the services of a CONTRACTOR to provide legal representation for the Pima County Merit System Commission and Law Enforcement Merit System Council; and

WHEREAS, consistent with Procurement Code 11.12.020 CONTRACTOR submitted the most advantageous proposal to the Solicitation No. 228614 for said Merit Systems Legal Representation.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as awarded by the as awarded by the Procurement Director, commences on December 7th, 2016 and terminates on December 6th, 2017, unless sooner terminated or further extended pursuant to the provisions of this Contract. The parties may renew this Contract for up to four (4) additional one-year periods or any portion thereof.

Any modification, or extension of the contract termination date, will be by formal written amendment executed by the parties hereto.

Amendments to the Contract must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

ARTICLE 2 – SCOPE OF SERVICES

This Contract establishes the agreement under which CONTRACTOR will provide COUNTY with products and services in accordance with the attached Exhibit A: Scope of Services (1 page).

CONTRACTOR will provide COUNTY the goods and services as defined in this Contract. All goods and services will comply with the requirements and specifications as called for in this Contract and solicitation documents contained or referenced in Pima County Solicitation No. 228614, and [List other particular documents as/if appropriate]; these documents are incorporated into the Contract the same as set forth herein.

CONTRACTOR will employ suitably trained and skilled professional personnel to perform all CONTRACTOR services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Contract, CONTRACTOR will obtain the approval of COUNTY. The key personnel include the following staff:

ARTICLE 3 – COMPENSATION AND PAYMENT

In consideration for the goods and services specified in this Contract, COUNTY agrees to pay CONTRACTOR in an amount not to exceed fifty thousand dollars (\$50,000.00). Pricing for work or products/materials will be as set forth in Exhibit B: Cost Schedule (1 page).

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

CONTRACTOR will provide detailed documentation in support of payment requests. CONTRACTOR must bill COUNTY within one month after the date on which CONTRACTOR'S right to payment accrues (the "Payment Accrual Date"), which, unless Exhibit B specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item on Exhibit B and list each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner, and will refuse to pay any amount billed more than six months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

It is the intention of both parties that pricing will remain firm during the term of the contract. Price increases will only be considered in conjunction with a renewal of the Contract. In the event that economic conditions are such that CONTRACTOR desires unit price increases upon renewal of the Contract, CONTRACTOR will submit a written request to COUNTY with supporting documents justifying such increases at least ninety (90) days prior to the termination date of the Contract. Unit Prices will include compensation for CONTRACTOR to implement and actively conduct cost and price control activities. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to renew or extend the Contract as provided for in Article I of this Contract.

CONTRACTOR will not provide goods and services in excess of the Exhibit B Line Item and Contract Amounts without prior authorization by an amendment executed by COUNTY. Goods and Services provided in excess of Line Item or Contract Total Amounts without prior authorization by fully executed amendment will be at CONTRACTOR'S own risk.

For the period of record retention required under Article 22, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the contract or law.

ARTICLE 4 - INSURANCE

The CONTRACTOR'S insurance will be primary insurance and non-contributory with respect to all other available sources. CONTRACTOR will obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and CONTRACTOR;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

CONTRACTOR will provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days' written notice to COUNTY of cancellation, non-renewal or material change.

ARTICLE 5 - INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

CONTRACTOR warrants that all products and services provided under this contract are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

ARTICLE 6 - COMPLIANCE WITH LAWS

CONTRACTOR will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of

and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement will apply, but do not require an amendment or revisions.

ARTICLE 7 - INDEPENDENT CONTRACTOR

The status of CONTRACTOR is that of an independent contractor. Neither CONTRACTOR nor CONTRACTOR'S officers, agents or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR is solely responsible for program development and operation.

ARTICLE 8 - SUBCONTRACTOR

CONTRACTOR is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE 9 - ASSIGNMENT

CONTRACTOR may not assign its rights to this Contract, in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

ARTICLE 10 - NON-DISCRIMINATION

CONTRACTOR will comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, CONTRACTOR will 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.

ARTICLE 11 - AMERICANS WITH DISABILITIES ACT

CONTRACTOR will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE 12 - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY will not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE 13 - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 14 - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONTRACTOR to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONTRACTOR will be liable for any damage to the COUNTY resulting from CONTRACTOR's default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following, without limitation to the named events, constitutes an event of default:
1. Abandonment of or failure by CONTRACTOR to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
 3. Refusal or failure to remedy defective or deficient work within a reasonable time;
 4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR's performance of this Contract;
 5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Contract;
 6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
 7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project become COUNTY's property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
 2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
 3. Subject to the immediately preceding subparagraph (2), COUNTY's liability to CONTRACTOR will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor the CONTRACTOR charged with damages under this Article, if:
- (1) Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another contractor in the performance of a contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the subcontractor(s); and
 - (2) CONTRACTOR, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefore. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONTRACTOR's designated representative, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

F. If, after termination of the Contract for default, it is determined that CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of COUNTY.

G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 16 – TERMINATION FOR CONVENIENCE

COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR thirty (30) days' advance written notice of such intent to terminate. In the event of such termination, COUNTY'S only obligation to CONTRACTOR will be payment for services rendered prior to the date of termination.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY will have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE 17 - NOTICE

Any notice required or permitted to be given under this Contract will be in writing and will be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:
Pima County Human Resources
Attn: Allyn Bulzomi, Director (or current Director)
150 W. Congress, 4th Floor Administration West
Tucson, AZ 85701

CONTRACTOR:
[Name, legal address, fax/phone of
Contractor Officer submitting bid]

ARTICLE 18 - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE 19 - OTHER DOCUMENTS

CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in the Pima County Solicitation No. 228614 including the Proposal, Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, CONTRACTOR'S Bid/Proposal and on other information and documents submitted by CONTRACTOR in its' response to Solicitation No. 228614. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

ARTICLE 20 - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 21 - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE 22 - BOOKS AND RECORDS

CONTRACTOR will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

In addition, CONTRACTOR will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE 23- PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that CONTRACTOR reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by CONTRACTOR prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked CONFIDENTIAL ten (10) business days after the date of notice to CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release will not be counted in the time calculation. CONTRACTOR will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor will County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE 24 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY will have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR will advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article will be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay is excusable delay for which CONTRACTOR will be entitled to an extension of time, but not costs.

ARTICLE 25- GRANT COMPLIANCE

Not Applicable

ARTICLE 26 – ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

ARTICLE 27 - ENTIRE AGREEMENT

IN WITNESS WHEREOF, the parties have affixed their signatures to this Contract on the date written below.

PIMA COUNTY

CONTRACTOR

Procurement Director

Authorized Officer Signature

Date

Printed Name and Title

Date

APPROVED AS TO FORM

Deputy County Attorney

Print DCA Name

Date

APPROVED AS TO CONTENT

Department Head

Date

EXHIBIT A: SCOPE OF SERVICES

- A. Attorney will provide legal representation to the Pima County Merit System Commission/Law Enforcement Merit System Council (Commission/Council), a five member administrative tribunal appointed by the Board of Supervisors to hear and decide employees' appeals of dismissal, demotion and suspension in accordance with A.R.S. 11-351 *et. seq.* and 38-1001 *et. seq.* and to serve as the independent personnel board for the County under A.R.S. 38-531 and 532 *et. seq.* and A.R.S. 38-534 to hear claims for any personnel actions taken against an employee as a result of his or her disclosure of information under this statute.
- B. Attorney will provide Pima County with services as follows:
- B.1 Legal representation including legal advice on all laws pertaining to public employment and administrative proceedings, employment law, legal research and drafting as required by the Commission/Council, in depth training, and representation in court actions where the Commission/Council has been named as a party and has standing to participate.
- B.2 Work with staff to the Commission/Council to ensure notices, agendas and minutes are prepared in compliance with the Arizona Open Meeting Law and maintained in compliance with the Arizona Public Records Law.
- C. All attorneys providing services under this contract shall be properly licensed to practice in the State of Arizona, be in good standing with the State Bar of Arizona, and maintain that license and good standing throughout the duration of the contract.
- D. Attorney shall be available to provide legal representation during an appeal hearing within (20) calendar days from receipt by the Commission/Council. Appeals may require several days to complete. Attorney must be available for hearings under these conditions.
- E. Attorney shall perform the work in accordance with the terms of the contract and to the best of attorney's ability. Attorney shall employ suitably trained and skilled professional personnel to perform all services under this contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this contract, attorney shall obtain the approval of County. The key personnel include the following staff: Lead Attorney
- F. At the termination of this agreement, should a different contractor be selected to provide these services, a coordination team may be formed to plan and manage those actions required to achieve smooth, efficient and orderly transition and provision of services from the current to the subsequent service provider. This team will consist of competent representatives, as determined by the COUNTY, CONTRACTOR, and the subsequent contractor. CONTRACTOR shall participate and cooperate with the COUNTY and subsequent contractor to transition these services as required to avoid and minimize the frequency, and duration of any preventable service interruptions and costs.
- G. Existing Cases: If incumbent counsel is not selected for contract award, appeals in progress will be handled by new counsel and continued until new counsel has had time to become familiar with each case.

End of Exhibit A

EXHIBIT B: Cost Schedule
(Net 30 day Payment Terms)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Legal Representation Services: One firm, fixed, fully-loaded hourly rate for the services requested herein. The firm, fixed, fully-loaded hourly rate shall include all direct cost, indirect cost, paralegals, law clerks, clerical overhead and profit margin, as well as subcontractor's total costs, if appropriate.	120	Hourly	\$	\$
2	Ancillary Services from Master Price List	1	Lot	As Billed	\$1,000.00
				TOTAL BID	\$

Master Price List of Ancillary Services

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	No Charge	Actual Cost (as billed by 3 rd Party)	Your Firm's Fee (if applicable)
3	Long Distance Telephone Calls	<input type="checkbox"/>	<input type="checkbox"/>	\$
4	Photocopies in-house	<input type="checkbox"/>	N/A	\$
5	Outside Printing Services	<input type="checkbox"/>	<input type="checkbox"/>	\$
6	Postage, Express Mail, USPS etc.	<input type="checkbox"/>	<input type="checkbox"/>	\$
7	Facsimile – in house	<input type="checkbox"/>	N/A	\$
8	Messenger Service	<input type="checkbox"/>	<input type="checkbox"/>	\$
9	Computerized Legal Research (Westlaw, Lexis Etc.)	<input type="checkbox"/>	<input type="checkbox"/>	\$
10	Expert of Other Professional Services: In the event complete representation requires the services of an expert or the services of a professional which cannot be provided by the firm.	<input type="checkbox"/>	<input type="checkbox"/>	N/A
11	Court Related Charges: To include the expense of litigation, court reporter services for dispositions; expert witness testimony and/or reports for trial; jury fees; witness fess; outside preparation of any and all extraordinary exhibits or trial preparations which the firm is unable to produce internally	<input type="checkbox"/>	<input type="checkbox"/>	N/A
12	Travel (outside Pima County), Air Fare (coach), car rental, meals and lodging.	N/A	Yes	N/A

List any **Additional Costs** that may be required.

	Indicate the Item Name, Description, Unit of Measure (UOM)	No Charge	Actual Cost (as billed by 3 rd Party)	Your Firm's Fee (if applicable)
13		<input type="checkbox"/>	<input type="checkbox"/>	
14		<input type="checkbox"/>	<input type="checkbox"/>	
15		<input type="checkbox"/>	<input type="checkbox"/>	
16		<input type="checkbox"/>	<input type="checkbox"/>	
17		<input type="checkbox"/>	<input type="checkbox"/>	

ATTACHMENT 1: CONTRACTOR/OFFER CERTIFICATION FORM
--

CONTRACTOR LEGAL NAME:					
BUSINESS ALSO KNOWN AS:					
MAILING ADDRESS:					
CITY:		STATE:		ZIP CODE:	
Primary CONTACT PERSON During term of the solicitation/RFP process:					
Name and Title					
Phone Number		Email Address		Fax #	
INVOICES:					
REMIT TO ADDRESS:					
CITY:		STATE:		ZIP CODE:	
CONTACT PERSON NAME: (first, last)				TITLE:	
PHONE:				FAX:	
CONTACT PERSON EMAIL ADDRESS:					
DELIVERY ORDERS & CONTRACTS SHALL BE TRANSMITTED:					
CONTACT PERSON NAME (first, last)				TITLE:	
PHONE:				FAX:	
CONTACT PERSON EMAIL ADDRESS:					
CORPORATE HEADQUARTERS LOCATION:					
STREET ADDRESS:					
CITY:		STATE:		ZIP CODE:	

ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Contractor acknowledges that the following solicitation addenda have been incorporated in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date

SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:CONTRACTOR Is your firm SBE certified as defined by the solicitation's 'Instruction To Bidders'? Yes No (Select one)If 'Yes', have you included your certification document? Yes No (Select one)

NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied

By signing and submitting these FORMS AND DOCUMENTS AS REQUIRED BY THIS SOLICITATION, the undersigned certifies that they are legally authorized to represent and bind the "CONTRACTOR" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items and services requested, and that the firm will comply with all requirements of the solicitation.

AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER						
SIGNATURE:					DATE:	
PRINTED NAME					TITLE	
PHONE:		EMAIL ADDRESS:				

End of Attachment 1

ATTACHMENT 2: MINIMUM QUALIFICATIONS FORM
--

CONTRACTOR'S NAME	
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Contractor certifies that they possess the following minimum qualifications and shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the offeror's proposal to be rejected as **Non-Responsive**.

Provide documented and verifiable evidence that your firm satisfies the following Minimum Qualifications, and indicate what/if attachments are submitted.

MQ#	MQ TITLE	MQ DESCRIPTION	CHECK <input checked="" type="checkbox"/> appropriate response.
1	Responsible	Attorney has been admitted to practice law in the State of Arizona and is in good standing with Arizona State Bar and for the duration of the contract will maintain good standing.	Yes <input type="checkbox"/> attached is a <u>current</u> Certificate of Good Standing as issued by the Supreme Court of Arizona, Attorney Discipline Unit. Attorney Name: _____ NOTE: Attorney stated herein shall be the same for purposes required by this solicitation.

MQ#	MQ TITLE	MQ DESCRIPTION	CHECK <input checked="" type="checkbox"/> appropriate response.
2	Attorney Experience	Attorney providing services must have at least five (5) years' experience providing legal services in the area of public, administrative and employment law.	Yes <input type="checkbox"/> attached is a CV attesting to a minimum of five (5) years of relevant experience as required by this MQ 2.

MQ#	MQ TITLE	MQ DESCRIPTION	CHECK <input checked="" type="checkbox"/> appropriate response.
3	Employment Law Suit Experience	Attorney shall provide at least three references for employment lawsuits that the Attorney has taken to trial or settlement.	Yes <input type="checkbox"/> Attachment 4 is completed and included as part of the proposal. It documents a minimum of three (3) employment lawsuits taken to trial or settled.

MQ#	MQ TITLE	MQ DESCRIPTION	CHECK <input checked="" type="checkbox"/> appropriate response.
4	Conflict of Interest	I certify that I am not presently employed by Pima County (at the time of proposal submittal and for the duration of the contract) and that I have no conflict of interest in providing the requested services.	Yes <input type="checkbox"/> certify agreement with MQ. N/A <input type="checkbox"/>

MQ#	MQ TITLE	MQ DESCRIPTION	CHECK <input checked="" type="checkbox"/> appropriate response.
5	Prior Pima County Employment	I am a former Public Defender, Legal Defender or Deputy County Attorney and did not serve five years of continuous employment with Pima County. I certify that at least one-year has transpired since employment with the County in the capacity as	Yes <input type="checkbox"/> certify agreement with MQ N/A <input type="checkbox"/>

ATTACHMENT 3: QUESTIONNAIRE – ATTORNEY EXPERIENCE

CONTRACTOR'S NAME	
--------------------------	--

This section of the Questionnaire contains questions pertaining to **Attorney Experience**. Comments to questions must be in the form of a thorough narrative. The evaluation committee will assign points to responses, any comments and/or supporting documents included, taking into consideration the Scope of Services, Specifications and the needs of the County.

Below are twelve (12) questions. Provide response by placing a check in the appropriate space indicated by YES or NO. Provide comments in the space indicated as COMMENTS. Space provided for comments will automatically adjust and should not exceed two (2) full pages. Indicate in comments if supporting documents are attached i.e. sample report. Be sure to clearly site the title of the attached document in the Comment and ensure the exact title is clearly marked on the attached document.

1	Number of years directly involved in advising public entities?
Comments	

2	Does the firm provide continuing education to ensure that staff is educated on current market trends and legislative developments?
Response	
Does the firm provide continuing education to ensure that staff is educated on current market trends and legislative developments? Yes <input type="checkbox"/> No <input type="checkbox"/>	

3	If the response to question 2 is YES, describe the continuing education program provided by your firm and how such information is communicated to your clients?
Comments	

4	Provide the Name of the Attorney that will be providing services pursuant to this contract.
Comments	
First Name	Last Name

Questions 5,6,7,8,9,10, and 11 pertain to the Attorney listed above.

5	Attorney shall state experience in interpreting and applying legislation, ordinances and/or administrative rules and procedure.
Comments	

6	Attorney shall state experience in employment law, including relevant statutory knowledge in that area, as well as any litigation experience in the area of employment law.
Comments	

7	Indicate the appropriate response regarding disciplinary proceeding by the State Bar of Arizona or by the Bar of any other State?
Response	
<p>Has the Attorney been the subject of a disciplinary proceeding by the:</p> <p>State Bar of Arizona? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Any other State Bar? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, which State Bar? _____</p>	

8	Has an appellate court ever ruled that the Attorney rendered ineffective assistance to a client?
Response	
<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	

9	If the answer to question 9 is YES, explain briefly why the ruling was rendered.
Comments	

10	During the past ten (10) years, has the Attorney been arrested, summoned, charged or convicted of any criminal offense (excluding minor traffic infractions)?
Response	
<p>Arrested: Yes <input type="checkbox"/> No <input type="checkbox"/> Summoned: Yes <input type="checkbox"/> No <input type="checkbox"/> Charged: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Criminal Offense Conviction: Yes <input type="checkbox"/> No <input type="checkbox"/></p>	

11	Attorney shall list and provide copies of appropriate professional licenses and certifications.
Comments	
1.	
2.	
3.	
4.	

NOTE: Pima County reserves the right to reject the proposal as non-responsive and non-responsible for attorney who answers in the affirmative to prior criminal charges and/or complaints, convictions, or upon the completion of any type of deferred prosecution which constitutes a conviction on the underlying criminal charge within the last five years, subject to appeal to the Board of Supervisors

ATTACHMENT 4: QUESTIONNAIRE – ATTORNEY LAWSUIT REFERENCES

CONTRACTOR'S NAME	
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This section of the Questionnaire contains questions pertaining to **Attorney Lawsuit References**. Attorney shall provide a brief history of not more than three employment lawsuits that the Attorney has taken to trial or settlement. Names and phone numbers (current) of the parties involved must be provided; these people may be called for references. Identify which party was represented by you.

1	Lawsuit:
	Taken to Trial Yes <input type="checkbox"/> No <input type="checkbox"/> Settlement Yes <input type="checkbox"/> No <input type="checkbox"/>
	Party Represented by Attorney:
	First Name _____ Last Name _____
	Current Phone Number _____
	Other Party Name (First and Last): _____
	Current Phone Number: _____
Brief History of this lawsuit	

2	Lawsuit:
	Taken to Trial Yes <input type="checkbox"/> No <input type="checkbox"/> Settlement Yes <input type="checkbox"/> No <input type="checkbox"/>
	Party Represented by Attorney:
	First Name _____ Last Name _____
	Current Phone Number _____
	Other Party Name (First and Last): _____
	Current Phone Number: _____
Brief History of this lawsuit	

3	Lawsuit:
	Taken to Trial Yes <input type="checkbox"/> No <input type="checkbox"/> Settlement Yes <input type="checkbox"/> No <input type="checkbox"/>
	Party Represented by Attorney:
	First Name _____ Last Name _____
	Current Phone Number _____
	Other Party Name (First and Last): _____
	Current Phone Number: _____
Brief History of this lawsuit	

ATTACHMENT 5: QUESTIONNAIRE – ATTORNEY PUBLIC SECTOR REFERENCES

Please furnish a list of a minimum of three (3) verifiable PUBLIC SECTOR REFERENCES, all of which are able to comment on your relevant experience.

Name of Contractor/Attorney for whom reference is given: _____

Reference 1>

Agency Name: _____

Contact Name and Title: _____

Contact Telephone number: _____ E-Mail address: _____

Size of the Agency (i.e. number of employees): _____

Services have been provided from (month/year) _____ to _____

Estimated number of lawsuits represented by the Attorney: _____

In the space below, provide a brief description of services provided, include and provide historical data.

Empty rectangular box for description of services provided for Reference 1.

Reference 2>

Agency Name: _____

Contact Name and Title: _____

Contact Telephone number: _____ E-Mail address: _____

Size of the Agency (i.e. number of employees): _____

Services have been provided from (month/year) _____ to _____

Estimated number of lawsuits represented by the Attorney: _____

In the space below, provide a brief description of services provided, include and provide historical data.

Empty rectangular box for description of services provided for Reference 2.

Reference 3>

Agency Name: _____

Contact Name and Title: _____

Contact Telephone number: _____ E-Mail address: _____

Size of the Agency (i.e. number of employees): _____

Services have been provided from (month/year) _____ to _____

Estimated number of lawsuits represented by the Attorney: _____

In the space below, provide a brief description of services provided, include and provide historical data.

Empty rectangular box for description of services provided for Reference 3.

NOTE: Pima County reserves the right to contact references to substantiate responsibility and satisfactory performance of the Attorney. Failure to provide current contact information which hinders the timely ability for County to conduct a review with the reference may result in proposal being deemed non-responsive.

ATTACHMENT 6: QUESTIONNAIRE – SUSTAINABILITY

CONTRACTOR'S NAME	
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SUSTAINABILITY

Pima County values and encourages sustainable practices. Does your business incorporate?

(Place a check mark \checkmark in the appropriate box if not applicable state N/A):

- Waste prevention/reduction or material recycling/reuse?
- Alternative energy/fuels (such as solar/wind energy, bio-diesel, alternative fuels, hybrid vehicles) in your program's preparation, transportation, and demonstration?
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?
- Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located within Pima County)?

End of Attachment 6

ATTACHMENT 7: QUESTIONNAIRE – Cost Schedule

Please complete the excel spreadsheet. Include in original hardcopy submittal a printed copy of the Cost Schedule and provide a copy in the electronic submission as well.

PIMA COUNTY STANDARD TERMS AND CONDITIONS (06/01/16)**1. OPENING:**

Responses will be publicly opened and each respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:

Responses shall be evaluated to determine which are most advantageous to Pima County (COUNTY) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, COUNTY will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

COUNTY, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing offered by Contractor.

3. AWARD NOTICE:

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of COUNTY. Unless expressly agreed otherwise, resulting contracts are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION and APPLICABLE LAW:

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without written permission from COUNTY in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

10. PACKING:

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides COUNTY immediate notice of delay.

12. SPECIFICATION CHANGES:

COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, destination or both by COUNTY. Goods failing to meet specifications of the order or contract will be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be considered a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and are to be included in the Unit Price offered by Contractor and accepted by COUNTY.

15. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless otherwise specified by the contract.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item furnished by Contractor in the performance of the contract should fail to conform to the specifications thereof, or to the sample submitted by Contractor, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, COUNTY has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and actual cost to COUNTY.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply. The rights and remedies of COUNTY provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by COUNTY. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY contracts can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Contracts*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts, officials, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

24. ASSIGNMENT:

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

25. CONFLICT OF INTEREST:

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all COUNTY Master Agreements or Purchase Orders as if set forth in full therein.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, CONTRACTOR must 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.

27. NON-APPROPRIATION OF FUNDS:

COUNTY may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, COUNTY has no further obligation, other than payment for services or goods that COUNTY has already received.

28. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the contract. Such tools and documentation are the property of COUNTY and will be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation will be delivered to COUNTY within twenty (20) days of acceptance by COUNTY of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to COUNTY. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to COUNTY, Contractor will reimburse COUNTY for said actual and incremental costs provided that COUNTY had given Contractor reasonable time to respond to COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of COUNTY, which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

COUNTY reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of COUNTY. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of and must be promptly delivered to COUNTY. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of COUNTY and are not entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

36. BOOKS AND RECORDS:

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. COUNTERPARTS:

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of COUNTY are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase Order, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

CONTRACTOR is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

CONTRACTOR will advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY COUNTY:

For those projects and contracts where COUNTY has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by COUNTY, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by COUNTY during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to COUNTY or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

44. ISRAEL BOYCOTT CERTIFICATION:

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS