



PIMA COUNTY NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)

RFQ#: 0703614

TITLE: Mitigation Specialist

INITIAL DUE IN AND OPENS: MAY 25, 2007 AT 11: 00 A.M. MST

LAST DUE IN AND OPENS: MAY 23, 2008 AT 11:00 A.M. MST

Submit Application to: Pima County Procurement Department
130 West Congress, 3rd floor, Receptionist
Tucson, Arizona 85701

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

GENERAL DESCRIPTION: This solicitation is being conducted to establish a comprehensive pool of qualified Contractors to provide confidential and thorough life history investigation and social, as well as psycho-social history of clients for Attorneys appointed by the Pima County Superior Court (Court) for representation of indigent clients arrested for or charged with felonies in the COUNTY, or other legal matters requiring legal assistance. **Services will be ordered on an as-needed basis. There is no guarantee regarding any amount of work that will be ordered.**

The initial term of all the resulting contracts will be for a period of three years with a three-year renewal option that may be exercised at the sole discretion of the County with Contractor's agreement. The term of all resulting contracts will be for period not to exceed six-years.

OPENING: THIS SOLICITATION IS OPEN FOR A PERIOD OF ONE YEAR AS DEFINED BY THE INITIAL DUE IN AND OPENS DATE AND LAST DUE IN DATE LISTED ABOVE. INTERESTED PARTIES MAY SUBMIT APPLICATIONS AT ANY TIME DURING THIS PERIOD. NO APPLICATIONS PURSUANT TO THIS SOLICITATION WILL BE ACCEPTED AFTER THE LAST DUE-IN AND OPENS DATE.

You may download a full copy of this solicitation at www.pima.gov/procure/ifbrfp.htm, and then select the solicitation number. Contractors are required to check this website for addenda prior to submitting their application to assure that the application incorporates all addenda. Prospective Contractors may also pick up a copy, Monday through Friday, 8 am to 5 pm MST, at the address listed above.

Applications must be submitted as defined in the Instructions to Contractors, in accordance with the Standard Terms and Conditions. Failure to do so may be cause for application to be deemed **non-responsive**.

Contractor must complete and return documents required in the section titled "Submission of Applications"

CONTRACTORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, AND ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY.

Jennifer Moore, CPPB
Commodities/Contracts Officer

Publish: The Territorial: May 17,18, 21 and 22, 2007

INSTRUCTIONS TO CONTRACTORS

1. PREPARATION OF RESPONSES/APPLICATIONS

All forms shall be made using the forms provided in this package. All 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 forms. Typewritten responses are **preferred**.

2. CERTIFICATION

Contractors shall complete and submit the certification documents utilizing the forms provided by this solicitation. Requested information and data shall be provided in the precise manner requested. Failure to comply may cause the application to be improperly evaluated or deemed non-responsive.

The 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 application as non-responsive.

3. GENERAL SPECIFICATIONS & DEVIATIONS

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

Deviation requests shall specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explains 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.

Contractors 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. SUBMISSION OF APPLICATIONS

Applications must be received and time stamped at the location during the time frame defined by the Request For Qualifications. Applications received after the last due-in and opens date and time will not be accepted, or will be returned to the applicant. Facsimiles of applications will not be accepted.

Contractors are to complete, execute and submit **ONE** original and two copies of the following application documents:
Exhibit A: Offer Agreement and other documents requested as defined by Exhibit A.

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:

- Exhibit A: Offer Agreement
- Exhibit B: Mitigation Specialist Application

Applications must be received and time stamped at the location on or before the time and date as defined by the *Invitation for Bid*. Late Applications will not be accepted, or will be returned unopened.

Applications must be signed by an authorized agent of the Contractor and submitted in a sealed envelope marked or labeled with the Contractor firm name, solicitation number, title, solicitation due date and time, to the location and not later than the time/date specified by the *Invitation for Bid*.

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

Failure to comply with the solicitation requirements may be cause for the Contractor's Application to be rejected as *non-responsive* and not evaluated.

INSTRUCTIONS TO CONTRACTORS (continued)

5. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful Contractor by issue of a blanket contract, purchase order or contract.

The Contractor agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the Contractor agrees that they shall not provide goods or services in excess of the executed agreement amount without prior written authorization by amendment or change order properly executed by the County. Any services provided in excess of the blanket contract limit amount shall be at the Contractor's own risk.

6. INQUIRIES

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, review Board of Supervisors Agenda and Minutes at www.pima.gov/cob/e-agenda, review Notice of Recommendation for Award at [www. http://www.pima.gov/procure/awards](http://www.pima.gov/procure/awards) or contact the department of Office of Court Appointed Counsel about the status of application.

A tabulation of submittals will be on file at Procurement.

No oral interpretations or clarifications will be made to any Contractor as to the meaning of any of the solicitation documents.

If a prospective Contractor believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the Contractor shall notify the Pima County Procurement department in writing identifying the issue with suggested solution prior to the closing time set for receipt of the solicitation Application. Responses from COUNTY will be made by written addendum and sent to all known potential Contractors. Issues identified less than 8 days prior to the solicitation opening date may not be answered.

7. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS

In the event there are variations or conflicts between these instructions and the special terms and conditions, the special terms and conditions shall govern.

END OF INSTRUCTIONS TO CONTRACTORS
(Revised March 2007)

EXHIBIT A: OFFER AGREEMENT: MITIGATION SPECIALIST (1 OF 10 PAGES)

1. INTENT:

WHEREAS, COUNTY requires the services of a CONTRACTOR qualified to provide confidential and thorough life history investigation and social, as well as psycho-social history of client for Attorneys appointed by the Pima County Superior Court (Court) to represent indigent clients arrested for, or charged with, felonies in COUNTY, or other legal matters requiring mitigation assistance; and

WHEREAS, CONTRACTOR is qualified and willing to provide such services; and

WHEREAS, both parties recognize and acknowledge that the determination of whether to appoint or continue the appointment of CONTRACTOR'S services under this Contract, which authority lies with either the Pima County Office of Court Appointed Counsel or the Court, through its Presiding Judge or designee, constitutes no evaluation or warranty of CONTRACTOR'S competency.

WHEREAS, pursuant to RFQ # 0703614 issued pursuant to Pima County Procurement Code Section 11.12.030 CONTRACTOR submitted an application advantageous to the COUNTY

NOW, THEREFORE, the parties hereto agree as follows:

2. AGREEMENT TERM, RENEWALS & REVISIONS:

The initial term of the agreement will be for a three year period and include one three-year renewal option that may be exercised upon the written agreement of the parties, as set forth below:

Proposed extension/renewal/revisions to the contract shall be made through the issuance by County to Contractor of a revised Blanket Contract or Purchase Order document setting forth the requested changes. Failure by Contractor to object in writing to proposed revised terms, conditions and/or specifications within ten (10) calendar days of issuance by County shall signify acceptance by Contractor and the amendment shall be binding upon the parties, effective on the date of issuance.

3. CONTRACTOR MINIMUM QUALIFICATIONS:

Contractor certifies that the firm, individuals acting for the firm, and all services provided pursuant to this agreement will conform to the following minimum qualifications (MQ# 1, 3, 4 & 5)(MQ# 2,3,4 & 5) and will provide the documents requested for certifying compliance:

MQ #.	MINIMUM QUALIFICATIONS (MQ)	COMPLIANCE YES/NO (SELECT ONE)	DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT
1	Education and Experience: A Bachelors Degree or higher in criminal justice, law, psychology, sociology or related field with two years of professional experience under the supervision of a qualified mitigation specialist; (Provide a copy of degree or Certified Letter of Degree Requirements Completion from the issuing institution and complete attached Reference Form) OR	Yes/No	
2	Experience: Four years of professional mitigation training/ experience under the supervision of a qualified mitigation specialist. (Provide reference(s) – using the attached form)	Yes/No	
3	If required by law, Contractor shall attach a copy of the Certificate of Insurance as per the terms of Exhibit A	Yes/No	

EXHIBIT A: OFFER AGREEMENT: MITIGATION SPECIALIST (2 OF 10 PAGES)

4	Attached is one copy of W-9 on the form as issued by the Department of Treasury Internal Revenue Service. It properly identifies the legal business name and Taxpayer Identification Number (TIN). This form will not be maintained as a part of the official procurement file which is subject to A.R.S §39-121.01 et seq, public information. It is required to establish and update vendor record required for payment.	Yes/No	
5	Contractor certifies acceptance of compensation and payment terms contained in Contract. Contractor understands that only County authorized representatives to include those of the Court and/or Board of Supervisors shall amend any rates and/or compensation terms. Alternative price bids will not be accepted and will be rejected as non-responsive. Rates stipulated by the County shall include all costs required to implement and actively conduct cost control and reduction activities.	Yes/No	

4. SCOPE OF SERVICES:

Background Information:

The Office of Court Appointed Counsel (OCAC) works with the Pima County Superior Court, Juvenile Court, Court of Appeals and Pima County Consolidated Justice Court to assign indigent defense cases to the appropriate office, Public Defender, Legal Defender or Contract Attorney. OCAC determines financial eligibility for court appointed counsel, and assesses fees to defray part of the cost of providing indigent defense services. OCAC administers contracts with attorneys, investigators, paralegals and mitigation specialists who provide counsel and support services in indigent defense cases. OCAC's mission is to assure that effective legal representation is afforded to all persons eligible for counsel under Arizona Law.

Each Contractor by responding to this solicitation certifies that they have familiarized themselves with the operations of the County Judicial System by visiting the following websites:

- Office of Court Appointed Counsel: <http://www.pima.gov/ocac/>
- Juvenile Court: <http://www.pcjcc.co.pima.az.us/>
- Superior Court: <http://www.sc.co.pima.az.us/>
- Justice Courts: <http://jp.co.pima.az.us/>
- Court of Appeals: www.apltwo.ct.state.az.us

CONTRACTOR shall provide COUNTY the services as defined in this Contract. All services shall comply with the requirements and specifications as called for in this Contract and solicitation documents contained or referenced in Pima County Solicitation No. 0703614 these documents are hereby incorporated into the Contract the same as if set forth herein.

This contract establishes an indefinite quantity blanket contract for the provision of as required/ordered services as defined by this agreement. CONTRACTOR shall provide services on an as needed basis as ordered by the court appointed attorney and authorized by the OCAC as follows:

EXHIBIT A: OFFER AGREEMENT: MITIGATION SPECIALIST (3 OF 10 PAGES)

5. GENERAL

- A. Assignment/Duties. Upon request of the court-appointed Attorney, CONTRACTOR shall assist court-appointed Attorney in performing substantive and thorough life history investigation and social, as well as psycho-social assessment; identifying factors in the clients background or circumstances that require expert evaluations; assisting in locating appropriate experts; providing background materials and information to experts to enable them to perform competent and reliable evaluations; consulting with the attorney(s) regarding the development of the theory of the case and case strategy, thereby assuring coordination of the strategy for the guilt-innocence phase with the strategy for the penalty phase; identifying potential penalty phase witnesses; and working with the client and his or her family while the case is pending. The Mitigation Specialist may be a witness in the penalty phase hearing, and may offer testimony regarding the results of the social history investigation and assessment.
- B. Contract Administration. This Contract shall be administered by OCAC. CONTRACTOR shall:
1. Maintain a confidential e-mail address so Attorney and OCAC can send and receive e-mail, and,
 2. Check daily for messages sent via e-mail, voice mail and fax.
- C. Service After Completing Approved Hours or Completion of Case. CONTRACTOR is not entitled to reimbursement for work performed outside the scope of this Contract, unless the OCAC or the Court expressly authorizes such work.
- D. Case Assignment. No maximum or minimum number of case assignments is anticipated by this Contract.
- E. Professional Services Pursuant To This Contract. CONTRACTOR shall devote such time to the cases assigned so as to provide competent, effective, and timely social and psycho-social history assessments and shall perform the work in accordance with the terms of the Contract to the best of CONTRACTOR'S ability. If CONTRACTOR uses any employee(s) or sub-contractor's to assist in the performance of professional services under this Contract, said employee(s) or sub-contractor's shall be required to meet the Minimum Requirements pursuant to the solicitation's application and be suitably trained and skilled professional personnel.
- F. CONTRACT ADMINISTRATION:
Contract administration for the County may be performed by Philip J. Maloney, Jr., Administrative Attorney, Office of Court-Appointed Counsel; Philip.Maloney@pima.gov. Or the Pima County Procurement Department.

PREAMBLE. THIS CODE OF CONDUCT is adopted by the Office of Court Appointed Counsel to apply to all **mitigation specialists** contracting with Pima County. The purpose of this code is to establish minimum standards for performance by mitigation specialists.

Standard 1. Ethics.

- a. A mitigation specialist shall avoid impropriety and the appearance of impropriety in all activities, shall respect and comply with the laws, and shall act at all times in a manner that promotes public confidence in the integrity and impartiality of the legal and judicial systems.
- b. A mitigation specialist shall be alert to situations that are conflicts of interest or that may give the appearance of a conflict of interest.
- c. A mitigation specialist shall promptly make full disclosure to the court appointed attorney of any relationships, which may give the appearance of a conflict of interest.
- d. A mitigation specialist shall refrain from knowingly making misleading, deceptive, untrue, or fraudulent representations while assisting a court appointed attorney. A mitigation specialist shall not engage in unethical or unprofessional conduct in any professional dealings that are harmful or detrimental to the public.

EXHIBIT A: OFFER AGREEMENT: MITIGATION SPECIALIST (4 of 10 pages)

Standard 2. Professionalism.

- a. A mitigation specialist shall treat information received from the client and related parties as confidential.
- b. A mitigation specialist shall be truthful and accurate when advertising or representing his/her qualifications, skills or abilities, or the services provided, and shall refrain from denigrating or otherwise calling into disrepute the products or services offered by any other mitigation specialist.
- c. A mitigation specialist shall maintain and observe the highest standards of integrity and truthfulness in all professional dealings.
- d. A mitigation specialist shall keep abreast of current developments in the law as it relates to criminal defense and shall fulfill ongoing training requirements to maintain professionalism and the skills necessary to perform their duties competently.

Standard 3. Fees and Services.

- a. A mitigation specialist shall disclose in writing an itemization of all rates and charges when submitting bills to Pima County. This billing is to be in increments of tenths of hours.
- b. A mitigation specialist shall at all times be aware of and avoid impropriety or the appearance of impropriety, which may include, but is not limited to:
 - b1. Directly or indirectly receiving of any gift, incentive, reward, or anything of value as a condition of the performance of professional services; and
 - b2. Directly or indirectly offering to pay any commission or other consideration in order to secure professional assignments;
- c. A mitigation specialist may consult, associate, collaborate with, and involve other professionals in order to assist the court appointed attorney.

Standard 4. Skills and Practice.

- a. A mitigation specialist shall provide necessary information to the court appointed attorney in a timely manner. The mitigation specialist shall make a good faith effort to meet promised delivery dates and make a timely delivery of information when no date is specified. A mitigation specialist shall meet deadlines in accordance with rules, statutes, court orders, or agreements with the parties. A mitigation specialist shall provide immediate notification of delays.
- b. A mitigation specialist shall accept only those assignments for which his/her level of competence measures up to the seriousness of the charges. The mitigation specialist shall decline an assignment when his/her abilities are inadequate or when s/he has a caseload that would infringe on the competency of work product.

Standard 5. Performance in Accordance with Law.

- a. A mitigation specialist shall perform all duties and discharge all obligations in accordance with applicable laws, rules or court orders.
- b. A mitigation specialist shall not represent that s/he is authorized to practice law in this state, nor shall s/he provide legal advice or services to another by expressing opinions, either verbal or written, or by representing another in a judicial, quasi-judicial, or administrative proceeding.
- c. A mitigation specialist shall not provide any kind of advice, opinion or recommendation to a defendant about possible legal rights, remedies, defenses, options, or strategies. This shall not, however, preclude a mitigation specialist from providing the type of information necessary to assist the court-appointed attorney in defense strategies for the defendant. A mitigation specialist shall inform the defendant that s/he is not a lawyer, is not employed by a lawyer, and cannot give legal advice. A mitigation specialist shall not use the designations Alawyer, Aattorney at law, Acounselor at law, Alaw office, AJD, AEsq., or other equivalent words, the use of which is reasonably likely to induce others to believe the mitigation specialist is authorized to engage in the practice of law in the state of Arizona.

EXHIBIT A: OFFER AGREEMENT: MITIGATION SPECIALIST (5 OF 10 PAGES)

6. ASSIGNMENT/WITHDRAWAL/SUBSTITUTE REPRESENTATION

- A. Assignment of Cases. CONTRACTOR shall accept all assignments unless either a genuine conflict of interest prevents CONTRACTOR from ethically assisting Attorney appointed to represent a Client or if CONTRACTOR'S caseload is likely to impact the rendering of quality service or to lead to a breach of professional obligations. Immediately upon assignment, CONTRACTOR will make every effort to determine whether a genuine conflict exists or if there is other reason justifying refusal of the assignment, and if so, will promptly notify the Attorney.
- B. Deferring Assignments Temporarily. CONTRACTOR may defer acceptance of assignments for any period of time up to six months without terminating this Contract by notifying OCAC and shall notify OCAC if CONTRACTOR is unavailable or cannot be readily contacted because of vacation or illness or for any other reason. OCAC shall maintain a current list of CONTRACTOR'S available for investigative assignments under the terms of this Contract.
- C. Discontinuance of Appointments/Termination of Representation by OCAC and Court. Both parties recognize and acknowledge that OCAC and Court have discretion to assign or not assign CONTRACTOR to any case, with or without cause, and may terminate CONTRACTOR'S assignment in pending cases for good cause.
- D. Withdrawal from Cases. In the event of a conflict of interest, or other circumstances, which CONTRACTOR believes justifies the reassignment of any case CONTRACTOR shall notify the Attorney.
- E. Substitution Process. In the case of scheduling conflicts, vacations or other short-term unavailability of CONTRACTOR, CONTRACTOR will notify attorney and may, with attorney's consent, arrange for substitution by a competent, duly qualified CONTRACTOR from the approved list at no additional cost to the COUNTY

7. REDETERMINATION OF INDIGENCE

Should CONTRACTOR become aware of assets, income, or change in circumstances of a Client such that a question exists as to the Client's continued eligibility to receive counsel at the public's expense, CONTRACTOR shall promptly bring the instance of non-indigence to the attention of the Attorney.

8. OFFER ACCEPTANCE:

Offer(s) will be accepted and executed by the County by issue of a Blanket Contract (Recurring requirements) and effective on the document's date of issue without further action by either party. Blanket Contract and Contract documents will document the term of the agreement.

9. ACCEPTANCE OF SERVICES

Acceptance of the services defined by the contract shall be given by designated staff of the Office of Court Appointed Counsel, Philip J. Maloney, Jr., Administrative Attorney, Philip.Maloney@pima.gov, 520-243-4460, 130 W. Congress, 2nd Floor, Tucson, Arizona 85701.

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 this agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as 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 shall not be construed as an accord and satisfaction.

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EXHIBIT A: OFFER AGREEMENT: MITIGATION SPECIALIST (6 OF 10 PAGES)

10. COMPENSATION & PAYMENT:

In consideration for the goods and services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in an amount not to exceed **two hundred twenty-five thousand dollars (\$225,000.00)**.

Pricing for services will be as set forth herein. CONTRACTOR shall provide detailed documentation in support of requested payment.

Payment requests shall assign all costs to items identified herein. Compensation items contained herein shall include all costs incidental to the provision of the items and no further payment will be made or requested.

In consideration of the professional services provided pursuant to this Contract, and subject to the availability and authorization of funds, COUNTY shall pay CONTRACTOR, but only for properly authorized work performed during CONTRACTOR'S assignment, as follows:

- A. Compensation. When the court-appointed attorney requests the services of a CONTRACTOR, CONTRACTOR shall receive compensation at the rate of **\$60.00** an hour as established in OCAC Pima County Guidelines.. Attorney shall review the billing, certify that it is reasonable and that costs were expended in the defense of the assigned Contract case. Hourly billings must be detailed and typed and are subject to review for reasonableness.
- B. Change in rates of compensation. The established rates of compensation may be changed if the Court, through its Presiding Judge or designee, or County determines and documents that it is necessary to change the rates of compensation. Any change to the total payment amount of this Contract is subject to the approval of the Board of Supervisors or its designee.
- C. Ancillary Expenses. Reimbursement of any ancillary expenses, including, but not limited to, travel beyond a fifty mile radius of the Pima County Court Building will be made subject to OCAC Pima County Guidelines. Attorney must make specific request to OCAC before the expense is incurred. In the event OCAC denies request, Attorney may make application to the Court and must submit a copy of the Court's approval of the application with billing to OCAC. All expenses shall be in accordance with OCAC Pima County Guidelines unless specifically authorized by Court order. Attorney shall review the billing, certify that it is reasonable and that the costs were expended in the defense of the assigned case.
- D. Failure to obtain prior approval/review by Court or OCAC. Failure to obtain prior approval for certain expenditures as set forth herein shall constitute a waiver of CONTRACTOR'S right to additional compensation. However, the parties acknowledge the authority of the Court or OCAC to allow additional compensation to prevent manifest injustice.
- E. Filing a Payment Request. Upon filing a Payment Request, CONTRACTOR shall provide OCAC with an itemization of the specific services provided together with the time spent on each particular service. Payment Request shall include a copy of:
 - 1. Any OCAC approval or Court order authorizing compensation under this section; and
 - 2. Certification that CONTRACTOR'S billing is reasonable and was expended in the defense of assigned case.

CONTRACTOR shall not provide services in excess of the Contract Compensation Amount without prior authorization by an amendment executed by COUNTY. Services provided in excess of the Contract Compensation Amount Total without prior authorization by fully executed amendment will be at CONTRACTOR'S own risk.

For the period of record retention required under **BOOKS AND RECORDS**, 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.

EXHIBIT A: OFFER AGREEMENT: MITIGATION SPECIALIST (7 OF 10 PAGES)

11. PRIVATE COMPENSATION

CONTRACTOR shall neither charge nor accept any fee or other compensation for services rendered pursuant to this Contract except as provided for herein. The CONTRACTOR may not provide services to the Client for a fee on an appointed case, except as provided for herein, without prior written approval of the Court. Attorney must then notify OCAC of any change in status. Under no circumstances may CONTRACTOR solicit such outside compensation.

12. METHOD OF PAYMENT

- A. Procedure. All bills for CONTRACTOR'S services and reimbursement under this Contract must be submitted on a Payment Request form with appropriate documentation to court-appointed attorney and must be in accordance with this Contract and the Pima County Guidelines established by OCAC. Attorney shall review the billing, certify that it is reasonable and that the costs were expended in the defense of the assigned Contract case. OCAC will be responsible for reviewing and verifying all bills and back-up documentation, and may request from Contractor additional back-up documentation or explanation. Backup documentation submitted by Contractor for other approved vendors will remain confidential and will not be disbursed to the COUNTY Finance Department or any other COUNTY Department. There will be no reimbursement for excessive or unnecessary fees and costs.
- B. Timely Submission of Pay Claims. All payment requests must be submitted to OCAC no later than 30 days after termination of the case. Per ARS § 11-622, CONTRACTOR understands and agrees that CONTRACTOR has no right to payment and the COUNTY will not honor any claim for payment submitted more than six months after the date of the provision of the last service for which payment is sought.
- C. Payment Requests. Payment Requests shall be submitted monthly. Contractor shall submit Request(s) for Payment/Invoices to: Pima County Government, Office of Court Appointed Counsel, 130 W. Congress 2nd Floor Tucson, AZ 85701 for services provided in accordance with the contract. Said documents shall reference the County Blanket Contract number under which the charges are authorized, and assign and reference all charges to a particular case number/defendant.

Invoices are not considered received until verified and received by Financial Operations. Invoices discrepant to Pima County Purchase Orders will not be paid and will be returned to the Contractor.

- D. Payment terms are net 30 and pursuant to all other terms of the agreement.

13. AUDIT AND AUDIT DISALLOWANCES

If OCAC determines that a cost for which payment has been made is a disallowed cost, OCAC shall notify CONTRACTOR in writing of the disallowance and of the required course of action, which, at OCAC'S option, may be to adjust any future claim submitted by the amount of the disallowance or to require CONTRACTOR to pay the disallowed amount immediately to COUNTY.

14. INSURANCE

CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

1. Professional liability insurance in the amount of \$100,000.00 per claim, \$300,000.00 in the aggregate; and,
2. If required by law, workers' compensation coverage including employees' liability coverage.

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

EXHIBIT A: OFFER AGREEMENT: MITIGATION SPECIALIST (8 OF 10 PAGES)

15. CERTIFICATION TO MINIMUM REQUIREMENTS

Certification to Minimum Requirements of CONTRACTOR or any of CONTRACTOR'S sub-contractor(s) or employee(s) may be requested by OCAC at any time and must be provided forthwith. Failure to provide certification of Minimum Requirements may be cause for the Contract to be deemed in default. CONTRACTOR shall be fully responsible for all acts and omissions of any sub-contractor and of persons directly or indirectly employed by any sub-contractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any sub-contractor, except as may be required by law.

16. 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 shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

17. SUSPENSION OR DEBARMENT

CONTRACTOR represents that it, its principals, and its key employees (collectively for purposes of this article, "Principals") have never been convicted of an offense or found liable for an event constituting cause for suspension or debarment under Pima County Code § 11.28-040. CONTRACTOR shall inform County if any Principal is or becomes subject to any of the following:

1. a criminal charge, whether due to indictment or complaint,
2. a criminal conviction,
3. an investigation by an agency or organization through which the professional license of a Principal is maintained, which investigation may result in action against the Principal's professional license, or
4. suspension, debarment, or any type of action by another governmental entity disqualifying or prohibiting the Principal from participating in any procurement.

CONTRACTOR'S failure to truthfully and promptly fulfill this continuing duty of disclosure to County shall constitute cause for termination of this Contract and may result in CONTRACTOR'S and its Principals' suspension or debarment from receiving any contract award from County as provided in Pima County code Chapters 11.28 and 11.32. For purposes of this section, dismissal of any criminal charge following the completion of any type of deferred prosecution program constitutes a conviction on the underlying criminal charge.

18. TAXES, FEES, EXPENSES:

Articles sold to Pima County are exempt from federal excise taxes. The County is subject to State and City sales tax. Posada Del Sol is exempt from all taxes as provided in A.R.S. 42-1321 and Arizona State Revenue Code #R-15-5-2320. Pima County will furnish an exemption certificate upon request. No separate charges for delivery, sales tax, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents.

19. OTHER DOCUMENTS

CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided by CONTRACTOR in the application and review process approved by the County Administrator under Procurement Code 11.12.030(B). 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.

CONTRACTOR and County in entering into this agreement have relied upon information provided in the Pima County Solicitation No. 0703614 including the Request for Qualifications, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Application and on other information and documents submitted by the Contractor in its' response to Solicitation No. 0703614. 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.

EXHIBIT A: OFFER AGREEMENT: MITIGATION SPECIALIST (9 OF 10 PAGES)

20. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Contractor acknowledges that the following solicitation addenda has been incorporated in their offer and this agreement:

Addendum #	Date	Addendum #	Date	Addendum #	Date

21. REQUIRED MWBE INFORMATION

Is this firm a Women-Owned Business? Yes No

Is this firm a Minority-Owned Business? Yes No

Are you currently certified by any Agency? Yes No If so, Agency Name: _____

Is Contractor a certified Local and MWBE Supplier Eligible for MWBE Preference? Yes No (Select one)

If 'Yes', **attach** and so indicate that a copy of LOCAL MWBE Certification document is attached: Yes No (Select one)

22. APPLICATION /OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: _____

PHONE: _____ **FAX:** _____

CONTACT EMAIL ADDRESS: _____

By signing and submitting these application and Offer Agreement documents, 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 services requested, and that the firm will comply with all requirements of the solicitation. The undersigned hereby offers to furnish the service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes and may not be limited to the Standard Terms & Conditions, and this Offer Agreement. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated.

Solicitation # 0703614

EXHIBIT A: OFFER AGREEMENT: MITIGATION SPECIALIST (10 OF 10 PAGES)

Contractor's submission of a signed agreement shall constitute a firm offer and upon the issuance of a blanket contract or purchase order document signed by the Pima County Procurement Director or authorized designate, a binding contract is formed that shall require the Contractor to provide the services described in this solicitation. The resulting contract incorporates by reference all requirements set forth by the solicitation, solicitation instructions, Pima County standard terms and conditions, and other documents listed in this Offer Agreement's "Other Documents" article.

SIGNATURE: _____

DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: _____

END OF EXHIBIT A: OFFER AGREEMENT

1. APPLICATION OPENING:

Applications will be publicly opened and Contractors name will be read on the date and at the location defined BY the *Request for Qualifications* document. All interested parties are invited to attend.

2. APPLICATION EVALUATION:

Applications shall be evaluated to determine which responses are advantageous to Pima County (COUNTY) considering conformity to the specifications and other factors.

If an award is made, the County will enter into an agreement with the contractor(s) that submitted the application(s) determined responsive and responsible for providing the required services. The County 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 Applications previously rejected; 5) to otherwise provide for the purchase of such services as may be required herein; 6) to increase or decrease the contract compensation cap herein specified.

Pima County shall evaluate applications meeting the Minimum Qualifications contained in **EXHIBIT A: OFFER AGREEMENT** and the **EXHIBIT B: APPLICATION FOR PIMA COUNTY MITIGATION SPECIALIST (2 Pages)** and deemed RESPONSIVE and RESPONSIBLE. The following will be used by the County in the evaluation of **RESPONSIVE** and **RESPONSIBLE APPLICATIONS** and selection of the Contractor(s):

Evaluation Criteria

Minimum Qualifications:

MO#1 Education & Experience: A Bachelors Degree or higher in criminal justice, law, psychology, sociology or related field with two years of professional experience under the supervision of a qualified mitigation specialist; **OR**

MO#2 Experience: Four years of professional mitigation training/ experience under the supervision of a qualified mitigation specialist.

The criteria is designed to evaluate the ability of the Contractor to fulfill requirements as outlined in this RFQ, with the evaluation team noting how well the Contractor: Provides a clear, concise, and complete application, which addresses: related experience, background and professional qualifications. Pima County reserves the right to request additional information and/or clarification from any source regarding the content of submitted documents pursuant to this RFQ.

3. AWARD NOTICES:

A *Notice of Recommendation for Award* 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:

Submittals received prior to the initial Due In and Opens date will be evaluated and a recommendation of award will promptly be made for the **qualified and number** of required Contractors. Qualified Contractors not needed at the time of evaluation will be added to a Qualified Consultant List (QCL) maintained by the Procurement Department. The QCL will be subsequently utilized by the Office of Court Appointed Counsel (OCAC) to supplement the panel of contractors. Contractors whose applications are deemed not qualified by the evaluation panel will be notified by the Procurement Department and include an explanation provided by the evaluation panel. Questions regarding rejections should be addressed to the Office of Court Appointed Counsel. At such time that OCAC requires additional contracts, the County will recommend for award a contract to those Contractors listed on the QCL. Recommendation for award will be to the Contractor(s) who has submitted the application meeting the terms, conditions and specifications in a manner that is determined to be the most advantageous to the County.

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

Solicitation # 0703614

PIMA COUNTY RFQ SOLICITATION STANDARD TERMS AND CONDITIONS (Four pages)

A fully executed blanket contract, purchase order or contract document mailed, or otherwise furnished, to the selected Contractor will result in a binding contract without further action by either party.

5. WAIVER:

Each Contractor, by submission of a bid, proclaims and agrees and does waive any and all claims for damages against COUNTY or its officers or employees when any of the rights reserved by COUNTY may be exercised.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms are inconsistent with the terms of the resultant agreement, the terms herein shall govern, unless Contractor's terms are accepted in writing by County. No oral agreement or understanding shall in any way modify this order 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 agreement.

7. INTERPRETATION; APPLICABLE LAW:

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

8. QUANTITY:

The contract compensation cap shall not be exceeded or reduced without **written** permission in the form of a properly executed purchase order or contract amendment as required by Pima County Procurement Code except in conformity with acknowledged industry tolerances. All compensation caps are estimates and no guarantee regarding actual payment.

9. DELIVERY:

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

10. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:

The County may terminate this agreement at any time without advance notice and without further obligation when Contractor is found to be default of any provision of this agreement.

11. FRAUD AND COLLUSION:

Each Contractor, by submission of an application, proclaims and agrees that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the Contractor in securing or attempting to secure a contract to furnish services; 2) favored one Contractor over another by giving or withholding information or by willfully misleading the Contractor in regard to the services called for or the conditions under which the proposed work is to be done; 3) knowingly accepted services of a quality inferior to those required; 4) any direct or indirect financial interest in the solicitation. Additionally, during the conduct of business with COUNTY, the 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 service that has been actually received. If at any time it shall be found that the awardee(s) has in presenting any Application, colluded with any other party or parties for the purpose of preventing any other award being made, then the contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

12. INDEMNIFICATION:

Contractor shall 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.

13. UNFAIR COMPETITION AND OTHER LAWS:

Responses shall 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.

14. COMPLIANCE WITH LAWS:

Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in COUNTY. Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment.

15. ASSIGNMENT:

Contractor shall not assign its rights to the resultant agreement, in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of County, provided that such approval shall not be unreasonably withheld.

16. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

17. NON-DISCRIMINATION:

Contractor shall not discriminate against any County employee, client or individual in any way because of the person's age, race, creed, color, religion, sex, disability or national origin in the course of performing the Contractor's duties pursuant to any contract or purchase order issued as a result of this solicitation. Contractor shall comply with executive order 75-5, as amended by executive order 99-4, which is incorporated into this solicitation by reference as if set forth in full herein.

18. NON-APPROPRIATION OF FUNDS:

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than for services or goods that have already been received.

19. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121 et seq, 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 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 shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the 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 shall not be counted in the time calculation. Contractor shall 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 shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

20. AMERICANS WITH DISABILITIES ACT:

Contractor shall 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.

21. 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.

22. NON-EXCLUSIVE:

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

23. CANCELLATION:

County reserves the right to terminate any contract, purchase order, or award, in whole or in part at anytime, when in the best interests of the County, without penalty or recourse. Upon receipt of written notice, supplier shall 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 the County. In the event of termination under this paragraph, all documents, data, and reports prepared by the contractor under the contract shall become the property of and be promptly delivered to the County. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

Contractor may terminate this agreement with 30 days written notice to OCAC and Procurement.

24. CONFLICTS:

In the event there are inconsistencies between the agreement documents, following is the order of precedence (superior to subordinate); contract; purchase order or blanket contract; special terms and conditions, standard terms and conditions, instructions to bidders, request for qualifications.

25. INDEPENDENT CONTRACTOR:

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

26. BOOKS AND RECORDS

Contractor shall keep and maintain proper and complete books, records and accounts and complete files, including itemized time sheets for each case assigned under the Contract. All records shall be made available to COUNTY for inspection, audit and copying upon request. Contractor shall keep and preserve each file and all records pertaining thereto on cases referred under this Contract, for a period prescribed by the Arizona State Bar Association, or applicable statute or rule. This section shall not require the disclosure of any privileged information, which is considered a confidential communication under Court Rules or the Arizona Rules of Professional Conduct.

In addition, Contractor shall retain all records relating to this Contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

27 COUNTERPARTS

The Contract awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart shall be deemed an original, and together such counterparts shall constitute one and the same instrument. For the purposes of this Contract, the signed offer of Contractor and the signed acceptance of County shall each be deemed an original and together shall constitute a binding Contract, if all other requirements for execution have been met.

END OF RFQ STANDARD TERMS AND CONDITIONS

(March 2007)

Contractors must use the forms herein in the specified format for submission. Pima County reserves the right to reject any application that is not in the required format or is incomplete.

CONTRACTOR'S NAME: _____

1. During the past 10 years, have you been arrested, summoned, charged or convicted of any criminal offense (excluding minor traffic infractions)? Yes [] No []

If so, please explain. _____

NOTE: Pima County reserves the right to reject the application as non-responsive of applicants who answer 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.

2. Are you fluent and able to competently represent a client in any language other than English?

Yes [] No []

If so, please specify language(s):

3. Please **attach** any additional information you wish to provide to support your application. This may include CLE courses or particular mitigation experience.

4. Complete the attached Reference form and submit as a part of application

I hereby authorize all education, institutional, government agencies and instrumentalities (including bar associations and bar examiners of other jurisdictions), employers and business and professional associates (past and present), to release to Pima County Office of Court Appointed Counsel, files or records requested by them for the purpose of processing this application.

I further state that I have carefully read the foregoing application and certify that the information therein is true, or true to the best of my knowledge and belief. I fully understand that failure to make a truthful disclosure of any fact or item of information required may result in denial of my application.

DATE _____

SIGNATURE OF APPLICANT _____

PRINT NAME _____

Submitted by (Printed Name and Title): _____ Initial: _____ Date: _____

EXHIBIT B: APPLICATION FOR PIMA COUNTY MITIGATION SPECIALIST (Page 2 of 2)
Reference Form for Pima County Mitigation Specialist Services

Please complete the following reference information that documents and substantiates either two or four years of professional training/experience under the supervision of a qualified mitigation specialist (whichever is appropriate based on Minimum Qualification #1 or #2) Pima County reserves the right to contact any source for the purpose of determining capacity. Failure to provide current contact information may result in application being deemed non-responsible and or non-responsive.

1. Organization's business name: _____

Contact Name and title: _____

Telephone number: _____ E-Mail address: _____

Dates of Service: From _____ To: _____

Please briefly describe the scope of work provided to the Organization:

2. Organization's business name: _____

Contact Name and title: _____

Telephone number: _____ E-Mail address: _____

Dates of Service: From _____ To: _____

Please briefly describe the scope of work provided to the Organization:

3. Organization's business name: _____

Contact Name and title: _____

Telephone number: _____ E-Mail address: _____

Dates of Service: From _____ To: _____

Please briefly describe the scope of work provided to the Organization:

Submitted by (Printed Name and Title): _____ Initial: _____ Date: _____