

COOPERATIVE PURCHASE CONTRACT

Contract No. 2024-52

This Cooperative Purchase Contract is made and entered into this 25th day of September , 2023 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and MGT of America, LLC, DBA MGT of America Consulting, LLC, a Florida corporation ("Contractor").

RECITALS:

- A. Contractor is a provider as described in the Agency Contract; and
- B. Maricopa County conducted a competitive and open procurement process through Request for Proposal Solicitation No. 230174-RFP that resulted in Contract No. C-73-24-007-X-00 with Contractor ("Agency Contract"); and
- C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to the City the materials and or services, as specified in the Scope of Work attached as Exhibit A, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

Auditing and Consulting Services

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as Exhibit A and incorporated by reference.
3. Payment: Payment to the Contractor for the materials and/or services provided is **thirty-nine thousand one hundred ninety dollars and no cents (\$39,190.00)**, made in accordance with the price list and terms set forth in the Agency Contract.
4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as Exhibit B, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.
5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.
7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.
8. Notice: Any formal notice required under this contract shall be in writing and sent to the City by email as follows:

To the City:

Rick Tadder
Management Services Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
rtadder@flagstaffaz.gov
Phone: 928-213-2205

To Contractor:

Patrick J. Dyer
MGT of America Consulting, LLC
Attn: Legal Notice/Contracts
4320 W Kennedy Blvd.
Tampa, FL. 33609
Phone: 916-502-5243
Fax: 916-443-1766
pdyer@mgtconsulting.com

Copy to the City:

Liane Garcia
Buyer
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
lgarcia@flagstaffaz.gov
Phone: 928-213-2279

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

MGT of America Consulting, LLC:

By: Patrick Dyer

Title: Patrick Dyer, Vice President

CITY OF FLAGSTAFF

By: Rick Tadder signed on 9/25/2023 8:24:14 AM

Title: Rick Tadder, Management Services Director

ATTEST:

Stacy Saltzburg

City Clerk,
Stacy Saltzburg signed on 9/25/2023 11:28:28 AM

APPROVED AS TO FORM:

Christina Kinnear

City Attorney's Office
Christina Kinnear signed on 9/22/2023 4:31:53 PM

Last Updated July 20,2023

EXHIBIT A
Scope of Work – Scope of Work – 10 pages
(attached)



June 20, 2023

Via PDF & Emailed

Rick Tadder
Management Services Director/Treasurer
City of Flagstaff
211 W Aspen Ave
Flagstaff, AZ 86001

Subject: Cost Recovery Policy Project

Dear Rick:

It has been a pleasure partnering with the City of Flagstaff previously on User Fee Updates and its Cost Allocation Plan engagements in prior fiscal years. We would like to continue providing your agency with the same excellent services as we anticipate helping you with this important project to update the City of Flagstaff's Cost Recovery Policy. Our team does this work every day for city, state and county governments across the country. After discussing your specific needs, we have developed a workplan and a fixed fee of **\$39,190** which equates to approximately **156** consulting hours to complete the following key tasks:

1. Initial meeting & review of existing policy, city processes, current practices
2. Develop citywide Cost Recovery Policy.
3. Meet with departments and enterprise leadership to develop a framework for cost recovery levels and policy governing updating of fee calculations including timeline and frequency by Departments and Enterprise Funds.
4. Document proposed edits from City departments.
5. Finalize the policy document.
6. Present to leadership and/or City Council (3 presentations)

Please don't hesitate to call me at (916) 502-5243 if you have any questions regarding this or any other matter. I am authorized to commit the firm in writing and this proposal is good for 120 days from the date of this letter. We look forward to continuing our partnership with the City of Flagstaff in the months ahead on this important endeavor.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patrick J. Dyer".

Patrick J. Dyer
Vice President and Project Executive, MGT of America Consulting LLC
pdyer@mgtconsulting.com

Exhibit A

Scope, Project Assumptions, Project Budget, Billing Terms & Resumes

PROJECT SCOPE & WORKPLAN

1. Initial meeting & review of existing policy, city processes, current practices
2. Develop citywide Cost Recovery Policy.
3. Meet with departments and enterprise leadership to develop a framework for cost recovery levels and policy governing updating of fee calculations including timelines and frequency by Departments and Enterprise Funds.
4. Document proposed edits from City departments.
5. Finalize the policy document.
6. Present to leadership and/or council (3 presentations)

We expect this to be a 120-day project and planned completion within 3 to 4 months from contract execution. The team proposed herein are available to start any time that the City is ready.

PROJECT ASSUMPTIONS

Our work program and proposed fee for this project were developed with several key assumptions about the project. Changes to these assumptions may impact either or both our methodology and proposed fee. We welcome the opportunity to meet with the city project manager to review these assumptions, validate or adjust these assumptions based on more complete information, and adjust the work plan and/or budget accordingly. Below, we present our assumptions:

- The City will designate a city project manager for this project. This person will function as the primary point of contact for the project, and coordinate and facilitate the flow of information and communication between the city departments and MGT.
- The City's project manager will ensure that comments on draft documents are consolidated into a single document and any conflicting comments are reconciled before delivering the comments to MGT.
- City will need to designate a primary contact for this project. The person will function as the primary point of contact for the project and coordinate and facilitate the flow of information and communication between the department and MGT. The person will assist in coordinating meetings and the timely provision of data.
- MGT will have access to and cooperation and participation by staff and management. MGT expects to have reasonable, timely access to city personnel and data.
- Meeting facilities will be arranged for and used at the expense of the City. The City will provide all requested documents at its own expense.
- MGT has included three council/leadership presentations as part of the project budget. The presentations will be done through Teams or Zoom. If an on-site meeting is required, then an additional travel expense charge of \$1,500 per consultant per visit would be required.

- All costs and other data provided by the City will be considered accurate and valid. MGT will not be responsible for the audit and/or verification of any cost or other data provided by the City.
- Policy documents assume two drafts and a final version. Additional iterations of the final document may require an additional project budget.

PROJECT BUDGET

City of Flagstaff AZ							
Cost Recovery Policy Project							
#	Task/Deliverable	Director	Manager / Consultant	Analyst	Cost	Total MGT Hours	
1-2	Develop Citywide Cost Recovery Policy & Framework for Fee Revenues by Department/Enterprise	2	36	2	\$ 9,890	40	
3-5	Write & Finalize Departmental Cost Recovery Policies	4	68	8	\$ 19,320	80	
6	Council Presentations (3)	24	8	4	\$ 9,980	36	
		30	112	14	\$ 39,190	156	

Project budget includes three presentations to city leadership and/or City Council through Teams or Zoom. Should the City desire MGT to appear at the City in person, and it has been determined to be safe for travel, then we would add in additional travel expenses, set at **\$1,500** per consultant, per visit. The table above provides a detailed cost breakdown by task of our proposed price. The cost breakdown provides our projected costs for each task of our proposed work program and in total. The cost breakdown identifies by task and in total the number of hours by contract labor category and the labor costs by contract labor category.

INCLUDED DIVISIONS:

Divisions		
1	Community and Civic Engagement	Liquor license, partner registry, off track, public records
2	Municipal Court	Surcharges and other fees
3	Management Services	Business, TPT, STR, billing fees
4	Fire	Permits
5	Fire	Water Resource and Infrastructure Protection
6	Police	Bicycle, rabies, alarms, police reports, pawn, fingerprinting, background, police videos,
7	Community Development	Planning fees, building permits, building inspection fees, real estate fees, heritage preservation and any new fees
8	Engineering	Engineering Fees
9	Public Works	Facility Rentals
10	Public Works	Sidewalk repairs, offsite permits
11	Public Works	Solid Waste
12	Economic Vitality	Library fees, parking fees and permits, leases, rents, retail, commission fees,
13	Economic Vitality	Airport rents, leases, parking and fees
14	Water Services	Drinking Water
15	Water Services	Wastewater
16	Water Services	Reclaimed Water
17	Water Services	Stormwater
18	Parks, Recreation, Open Space and Events	User fees, program fees, rentals, membership, cemetery,...
19	Sustainability	Environmental Management Fee

BILLING TERMS

MGT typically invoices 10% at project commencement and then progress billings monthly, based on tasks completed or milestone progress thereafter.

OPTIONAL ITEMS

City may want additional items completed later by MGT. For ease of procurement, we have provided a few other options along with the cost proposal in the table below:

Other Optional Items	MGT Hours	Cost
Stakeholder Outreach	84	\$ 20,320
Peer Policy Collection	28	\$ 7,504
On-Site Visits (per MGT staff member)		\$ 1,500
Departmental UF Update (each)	100	\$ 26,800
Citywide Cost Allocation Plan	56	\$ 14,900

STAKEHOLDER OUTREACH 84 HOURS

- **Meet with each of the departments:** MGT would meet with each of the departments to introduce the new cost recovery policy, gain feedback and support from the department prior to taking the policy to the City Council for adoption.

PEER POLICY COLLECTION 28 HOURS

- **Collect and compile information for up to 3 peer agencies:** Contact/Collect data for up to 3 peer agencies cost recovery policies, compile data into a matrix of common elements to indicate what the policy contains, create PowerPoint presentation or memorandum of findings with results and discuss any potential impacts to the City of Flagstaff’s policies.

ADDITIONAL ON-SITE VISITS (PER MGT STAFF MEMBER)

- Our original bid is based on all meetings and presentations being performed virtually through the use of Teams or another platform the City may use. If the City would like MGT on-site for any meetings or presentations, MGT would be happy to do so. We are mindful of the City’s budget and are proposing to send one consultant to handle any on-site meetings or presentations. If an on-site meeting is required, then an additional travel expense of \$1,500 per consultant per visit, per day, would be charged.

DEPARTMENTAL UF UPDATE 100 HOURS

- MGT would perform an update of the citywide user fees. Limited to 100 hrs.
- Tasks: Inventory of fees, update department costs, time estimates, volume and per unit cost of each fee item. Revenue projections or restructuring may need additional time/budget.

CITYWIDE COST ALLOCATION PLAN 56 HOURS

- MGT would update the City’s current citywide cost allocation plan.
- Two drafts and final CAP document
- Limited to 15 central service departments and 100 receiving/operating department or budget units.

Project Team

PATRICK DYER – PROJECT EXECUTIVE

Mr. Dyer has 25 years of local government experience in both consulting and working for city government. He will be responsible for the overall satisfaction of the City and ensure that the project goes smoothly and is completed per the contract. Mr. Dyer will support Cindy Sconce and the team as needed.

CINDY SCONCE – PROJECT DIRECTOR

Ms. Sconce has worked with dozens of user fee and cost recovery projects since joining MGT in 2008. She has 20+ years of experience with municipal consulting projects and will support the City and serve as the day-to-day contact on this project. Ms. Sconce and the project team will navigate the City and circulate revised policy documents to City departments and enterprise fund managers for review, input and edits.

JAMIE RADCLIFF – PROJECT MANAGER AND USER FEE EXPERT

Ms. Radcliff will work with the departments to set cost recovery goals, ranges, and update cadences. She is a Project Manager with MGT and works on a variety of cost recovery and user fee projects since joining MGT in 2022. She has over 10 years of experience with municipal finance as a former city budget director.

RACHEL KING – DATA ANALYST

Ms. King is a data analyst that has been with MGT since 2022. She will be supporting the team with any data models and peer information.

SIMILAR RELEVANT MGT USER FEE & COST RECOVERY PROJECTS

City of Glendale, AZ Citywide	City of Phoenix, AZ Development Services	City of Tucson, AZ Citywide
Maricopa County, AZ Countywide	Maricopa County, AZ Sheriff Department	Maricopa County, AZ Environment Services
Maricopa County, AZ Animal Care	City of Queen Creek, AZ Development Impact Fees	Pima County, AZ Countywide
Coconino County, AZ Countywide	Yuma County, AZ County & City	Town of Marana, AZ Citywide Cost Allocation and Indirect Costs

City of Flagstaff, AZ, Cost Recovery Policy Project – Proposal, June 20, 2023

MGT Performance Solutions Group

pdyer@mgtconsulting.com



CINDY SCONCE

Director | Performance Solutions

Ms. Cindy Sconce is a Director at MGT and is the Practice Lead Specialist for User Fee Studies at MGT. Ms. Sconce has over nineteen years of professional consulting experience working with local governmental agencies, managing and completing more than 100 separate consulting engagements throughout her career for cities, counties, and special districts. Ms. Sconce recently led a team to provide a development user fee study for the City of Phoenix, where she and her team not only provided insightful recommendations after a thorough analysis, but created a UF methodology calculation and policy consideration manual for the City's Audit Department to use for future reviews.



Ms. Sconce is a dedicated professional with an outstanding track record in providing user fee study, cost allocation plan, and state mandate reimbursement (SB 90) services. Her wide range of experience, along with her exceptional organizational and interpersonal skills, makes her a significant asset to every one of her projects.

Areas of Expertise

- ♦ User Fee Study Analysis
- ♦ 2 CFR Part 200 & Full Cost Allocation Plans
- ♦ Organizational Reviews & Benchmarking
- ♦ Community Outreach
- ♦ Indirect Cost Rate Proposals and Analysis
- ♦ State Mandate Reimbursement (SB 90)
- ♦ City, County & State Policies
- ♦ Surveys

Education

Bachelor of Science, California State University Sacramento

Professional Experience

MGT of America Consulting, LLC, *Director, 2013-present*

Nimbus Consulting Group, Inc., *Project Manager*

Maximus, Inc., *Principal Consultant*

Centration, *Manager*

Subject Matter Expertise

User Fee Studies. Ms. Sconce has worked with numerous cities and counties, in California as well as Arizona, Nevada and Washington, providing user fee study analysis. Recently, she was the project manager for both the California Department of Forestry and Fire Protection Office of the State Fire Marshal's Life and Safety Division fee study (CalFire) and the California Gambling Commission fee study. She has provided expert analysis and guidance to assist her clients to recover their full cost for fee related activities. She brings her professional expertise in all areas of project management, cost analysis, document development and public speaking in order for her clients to have a successful project engagement.

Cost Allocation Plans. Ms. Sconce has worked with agencies in both California and Colorado, preparing their 2 CFR Part 200 and Full Cost Allocation Plans. In addition, she has prepared and reviewed indirect costs rate proposals for California cities in order to recover additional project revenue from the California Department of Transportation.

SB 90. Ms. Sconce has provided State Mandate Reimbursement (SB 90) services since 2001. She has provided project leadership, mandate expertise, training, and audit assistance to numerous counties, cities, and special districts filing hundreds of claims throughout her career. She brings industry knowledge and insight to each of her SB 90 engagements.



CINDY SCONCE

Director | Performance Solutions

Client Service Highlights

User Fee Studies | City of Phoenix, AZ

Ms. Sconce led the MGT Project Team for the City of Phoenix in 2018 to perform a comprehensive cost of service analysis for the City's development fees using FY19 budgeted figures. Ms. Sconce and her team analyzed 16 different disciplines within the Planning and Development department for a potential cost recovery of \$55 M dollars (excluding fines and penalties). Current fee related revenues average \$45 M. The difference would represent a potential \$10 M dollar increase in revenue. In addition to the full cost recovery calculations, MGT worked with the City to recommend fee policies to establish cost recovery goals, discussed deferred revenue model recommendations, cost recovery model recommendations, recovery reporting improvements and new tracking reports, and best practices for fund balances and future updates to fees.

User Fee Studies | California Gambling Control Commission, CA

Ms. Sconce worked with the California Gambling Control Commission (CGCC) to perform a cost of service analysis in order to align the revenue collected and deposited into the Gambling Control Fund with the costs of the activities that the fund supports. Ms. Sconce worked with the CGCC and Bureau to develop a cost analysis and fee structure so that the activities being performed aligned with the revenues collected and deposited into the Gambling Control Fund. The study analyzed funds totaling approximately \$38 million which resulted in over \$22 million in defensible cardroom fee activity.

User Fee Studies | California Department of Forestry and Fire Protection (CAL FIRE), CA

Ms. Sconce worked with the California Department of Forestry and Fire Protection (CAL FIRE) to perform a fee and rate study for the Office of the State Fire Marshal's (OSFM) Fire and Life Safety Division (FLS). The study's objective was to develop a methodology that would assist OSFM FLS in determining the full cost of their user fee services and appropriate billing rates. The goal was to establish the FLS Division as a self-sustaining program, meaning revenues equal the Divisions \$21 million spending authority. Ms. Sconce worked with FLS to develop a cost analysis and fee structure so that the services being provided aligned with the industry's best practices.

Health Agency Fee Calculations | El Dorado County, CA - Health & Human Services Agency

Ms. Sconce made significant contributions to this user fee and cost recovery project for El Dorado's eight-department agency in 2016 and is currently the project manager leading the update for the 2022. MGT performed a cost of service study and fee comparisons for the Health, Lab, Environmental Health, Animal Services, Vital Records, Mental Health, Public Guardian and Emergency Medical Services departments. The initial 2016 project resulted in defensible fees for \$7.2 million in county cost for user fee activity and recommended changes or new fees of approximately \$125,000. The current update includes the previous service areas as well as an analysis of the County's Psychiatric Health Facility rate and Substance Use Disorder Services rate.

User Fee Studies | City of Whittier, CA

Ms. Sconce is currently leading the update to the citywide cost of service fee study for the City of Whittier. Ms. Sconce was a key contributor to the 2017 cost of service study which resulted in a \$570,509 increase in revenue. She is hands on with the interviewing of city staff, data collection, developing the cost of services on a full cost, per-unit basis, comparing the cost of services to the current fee levels, developing and presenting recommendations on potential fee changes.

Cost Allocation Plans and Indirect Cost Rate | City of Turlock, CA

Ms. Sconce has worked with the City of Turlock on developing their annual 2 CFR, part 200 cost allocation plan and their Engineering department's indirect cost rate for the California Department of Transportation (DOT) since 2011. She has received approval for DOT every year.



JAMIE RADCLIFF

Manager | Performance Solutions

Ms. Radcliff is a Manager with MGT’s Performance Solutions Group (PSG) and has a background in local government budgeting, finance, and project management. Her focus in PSG is within the Financial Solutions Group— supporting clients in user fee studies and cost allocation plans. She offers extensive knowledge in the areas of budget development, financial reporting, and grant administration. Jamie provides the insight of engaging with elected officials, city leadership, and citizens on a variety of issues within Public Administration.



Ms. Radcliff earned a bachelor’s degree in Public Health from Utah State University, and a master’s degree in Public Administration from Sul Ross State University. She completed the Institute of Government Finance at Texas Tech University earning a certification in Public Finance. Prior to her career in local government, Jamie was employed with Idaho State Government and Utah State University. Her experience includes the development and implementation of public health prevention/promotion curriculum, directing and organizing coalition and volunteer groups, case management, and group facilitation. Her core competencies include strategic planning, teambuilding, customer service, financial analysis, and general accounting practices.

Areas of Expertise

- ♦ Government Accounting
- ♦ Budgeting
- ♦ Financial Reporting
- ♦ Texas Property Tax
- ♦ Enterprise Funds & Charge Backs
- ♦ Process implementation
- ♦ Revenue Analysis
- ♦ Project Management
- ♦ Cost Allocation Plans
- ♦ Fees & Charges

Education

Bachelor of Science, *Public Health*, Utah State University, Logan UT

Master of Arts: *Public Administration*, Sul Ross State University, Alpine TX

Certificate: *Public Finance*, Institute of Government Finance, Texas Tech University, Lubbock TX

Professional Experience

MGT - Manager, May 2022 – Present

Ms. Radcliff supports various projects within PSG to best fulfil the needs of our clients.

City of Midland, TX - Budget Manager

City of Odessa, TX - Budget Manager

Ms. Radcliff managed the preparation and implementation of the City's \$200-\$300 million budget. She also managed the budget review and approval process with Finance, Department Heads, City Management, and City Council. Ms. Radcliff used her expertise to analyze trends and estimate future financial status and develop forecasts for short- and long-range revenue and expenditures, personnel costs, infrastructure costs, and tax rates. Additionally, she participated in Strategic Planning with Council and Management to develop a five-year capital improvement plan and performance measures with departments to align goals with the City’s Strategic Plan.

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Request for Proposal Solicitation No. RFP 230174-RFP that resulted in Agency Contract # C-73-24-007-X-00 -27 pages.

SERIAL 230174-RFP AUDITING AND CONSULTING SERVICES
Contract - MGT of America Consulting, LLC

DATE OF LAST REVISION: August 23, 2023 CONTRACT END DATE: August 31, 2026

CONTRACT PERIOD THROUGH AUGUST 31, 2026

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **AUDITING AND CONSULTING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 23, 2023 (Eff. 09/01/2023)**.

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



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

BW/mm
Attach

Copy to: Office of Procurement Services
 Mike McGee, Internal Audit
 Susan Adams, Internal Audit

(Please remove Serial 180241-RFP from your contract notebooks)



CONTRACT FOR AUDIT AND OTHER CONSULTING SERVICES 230174-RFP

C-73-24-007-X-00

This contract is entered into this 23rd day of August, 2023 by and between Maricopa County (County), a political subdivision of the State of Arizona, and MGT of America Consulting, LLC a Florida corporation (Contractor or Vendor) for the purchase of Audit and Other Consulting Services.

1.0 CONTRACT TERM

This contract is for a term of three years, beginning on the 1st day of September, 2023 and ending the 31st day of August, 2026.

2.0 OPTION TO RENEW

The County may, at its option and with the concurrence of the Contractor, renew the term of this contract up to a maximum of three additional year(s), (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

3.0 CONTRACT COMPLETION

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

4.0 PRICE ADJUSTMENTS

Any requests for reasonable price adjustments must be submitted 60 calendar days prior to contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

5.0 PAYMENTS

5.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit A – Vendor Information and Pricing.

5.2 Payment shall be made upon the County's receipt of a properly completed invoice.

5.3 INVOICES

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

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract item number(s)
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Total amount due

5.3.2 Labor, services, and maintenance must be billed as a separate line item.

5.3.3 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

5.3.4 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an electronic funds transfer (EFT) process. After contract award, the Contractor shall complete the Vendor Registration Form accessible from the County Department of Finance Vendor Registration Web Site <https://www.maricopa.gov/5169/Vendor-Information>.

5.3.5 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

5.3.6 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

5.4 APPLICABLE TAXES

5.4.1 It is the responsibility of the Contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.

5.4.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the Contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.

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

6.0 AVAILABILITY OF FUNDS

- 6.1 The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County shall keep the Contractor fully informed as to the availability of funds.
- 6.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

7.0 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If contractor does not want to grant such access to a member of SAVE, state so in contractor's bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

8.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the Contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

9.0 DUTIES

- 9.1 The Contractor shall perform all duties stated in Exhibit B – Scope of Work, or as otherwise directed in writing by the procurement officer.
- 9.2 During the contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

10.0 TERMS AND CONDITIONS

10.1 INDEMNIFICATION

- 10.1.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract.
- 10.1.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.
- 10.1.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.
- 10.1.4 The scope of this indemnification does not extend to the sole negligence of County.

10.2 INSURANCE

- 10.2.1 Contractor, at Contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 10.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 10.2.3 In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 10.2.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 10.2.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

- 10.2.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 10.2.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 10.2.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.
- 10.2.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

10.2.9.1 Commercial General Liability

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

10.2.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this contract.

10.2.9.3 Workers' Compensation

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

10.2.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers,

directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and Employer's Liability, or Commercial Umbrella Liability insurance obtained by Contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

10.2.9.4 Errors and Omissions/Professional Liability Insurance

Technology Errors & Omission insurance: Such insurance shall cover any and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.

- Each claim \$5,000,000

In the event that the Technology Errors & Omission insurance required by this contract is written on a claims-made basis, contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years, beginning at the time work under this contract is completed.

10.2.9.5 Cyber, Network Security, and Privacy Liability

Cyber, Network Security and Privacy Liability Insurance with a limit of not less than \$5,000,000 per occurrence. The policy shall include, but not be limited to; coverage for all directors, officers, agents and employees of the Contractor, losses with respect to network risks (such as data breaches, unauthorized access or use, and ID theft of data), invasion of privacy (regardless of the type of media involved in the loss of private information), crisis management, identity theft response costs, breach notification costs, credit remediation, and credit monitoring, defense, and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, electronic data restoration expenses (data asset protection), network business interruption, computer fraud coverage, funds transfer loss, third-party fidelity, theft, no requirement for arrest and conviction, and loss outside the premises of the named insured.

10.2.10 Certificates of Insurance

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

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

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

10.2.11 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 160 S. 4th Avenue, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

10.3 FORCE MAJEURE

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

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

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

10.4 ORDERING AUTHORITY

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

10.5 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

10.6 INTERNET ORDERING CAPABILITY

It is the intent of Maricopa County to use the Internet to communicate and to place orders under this contract.

10.7 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

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

10.8 PURCHASE ORDERS

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

10.8.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County procurement officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

10.9 BACKGROUND CHECK

Respondents may be required to pass multiple background checks (e.g., Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees, and the failure to pass these checks shall deem the respondent non-responsible.

10.10 SUSPENSION OF WORK

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

10.11 STOP WORK ORDER

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

10.11.2 cancel the stop work order; or

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

10.11.4 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing,

accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

10.12 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the Contractor.

10.13 TERMINATION FOR DEFAULT

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

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

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

10.13.1.3 perform any of the other provisions of this contract.

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

10.14 PERFORMANCE

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

10.15 CONTRACTOR EMPLOYEE MANAGEMENT

10.15.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.

10.15.2 If Contractor personnel's employment status changes, Contractor shall provide County a list of proposed replacements with equivalent or greater experience.

10.15.3 Under no circumstances shall the implementation schedule to be impacted by a personnel change on the part of the Contractor.

10.15.4 Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County.

10.15.5 County reserves the right to immediately remove from its premises any Contractor personnel it determines to be a risk to County operations.

10.15.6 County reserves the right to request the replacement of any Contractor personnel at any time, for any reason.

10.16 WARRANTY OF SERVICES

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

10.16.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished hereunder.

10.17 INSPECTION OF SERVICES

10.17.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the contract requires.

10.17.2 County has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

10.17.3 If any of the services do not conform to contract requirements, County may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

10.17.3.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

10.17.3.2 reduce the contract price to reflect the reduced value of the services performed.

10.17.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, County may:

10.17.4.1 by contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

10.17.4.2 terminate the contract for default.

10.18 USAGE REPORT

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

10.19 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

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

securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

10.20 OFFSET FOR DAMAGES

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

10.21 SUBCONTRACTING

10.21.1 The Contractor may not assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

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

10.22 AMENDMENTS

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

10.23 ADDITIONS/DELETIONS OF REQUIREMENTS

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

10.24 RIGHTS IN DATA

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

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

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

10.25.1 In accordance with Section MC1-373 of the Maricopa County Procurement Code, the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal or State auditors and any other persons duly authorized by

the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

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

10.26 AUDIT DISALLOWANCES

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

10.27 STRICT COMPLIANCE

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

10.28 VALIDITY

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

10.29 SEVERABILITY

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

10.30 RELATIONSHIPS

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

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

10.31 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be viewed at https://apps.azsos.gov/public_services/register/2009/46/governor.pdf).

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

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

10.33 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

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

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

10.33.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e., transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the Contractor shall include the information required by this clause with their bid.

10.34 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

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

10.34.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 10.35.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

10.35 CONTRACTOR LICENSE REQUIREMENT

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

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

10.36 INFLUENCE

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

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

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

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

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

10.37 CONFIDENTIAL INFORMATION

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

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

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

10.38 PUBLIC RECORDS

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

10.39 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

10.40 UNIFORM ADMINISTRATIVE REQUIREMENTS

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

10.41 GOVERNING LAW

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

10.42 FORCED LABOR

10.42.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

10.42.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:

10.42.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

10.42.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10.42.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10.42.3 If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end of the 180-day period, the agreement terminates on the agreement termination date.

10.43 PRICES

Contractor warrants that prices extended to County under this contract are no higher than those paid by any other customer for these or similar services.

10.44 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this contract and Contractor's license agreement, if applicable, the terms of this contract shall prevail.

10.45 INCORPORATION OF DOCUMENTS

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

10.45.1.1 Exhibit A – Vendor Information and Pricing

10.45.1.2 Exhibit B – Scope of Work

10.45.1.3 Exhibit C – Office of Procurement Services Contractor Travel and Per Diem Policy

10.46 NOTICES

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

For County:

Maricopa County
Office of Procurement Services
301 W. Jefferson St., Suite 700
Phoenix, Arizona 85003

For Contractor:

MGT of America Consulting, LLC
ATTN: Legal Notice/Contracts
4320 W. Kennedy Blvd.
Tampa, FL 33609

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

CONTRACTOR



AUTHORIZED SIGNATURE

A. Trey Traviesa, CEO

PRINTED NAME AND TITLE

4320 W. Kennedy Blvd. Tampa, FL 33609

ADDRESS

8/2/2023

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

SEP 11 2023

DATE

ATTESTED



CLERK OF THE BOARD

SEP 11 2023

DATE

APPROVED AS TO FORM:



DEPUTY COUNTY ATTORNEY

09/07/2023

DATE

**EXHIBIT A
VENDOR INFORMATION AND PRICING**

SERIAL 230174-RFP
 NIGP CODE: 91858
 COMPANY NAME: MGT of America Consulting, LLC
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 4320 W. Kennedy Blvd., Tampa, FL 33609
 REMIT TO ADDRESS: _____
 TELEPHONE NUMBER: (888) 302-0899
 FACSIMILE NUMBER: _____
 WEB SITE: mgtconsulting.com
 REPRESENTATIVE NAME: Patrick J. Dyer
 REPRESENTATIVE PHONE NUMBER: (916) 443-3411
 REPRESENTATIVE E-MAIL: proposals@mgtconsulting.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[]	_____
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	[X]	_____
PAYMENT TERMS: NET 30 DAYS			

1.0 PRICING				
	Year 1	Year 2	Year 3	
1.1 PARTNER/VICE PRESIDENT	\$325	\$330	\$335	PER HR
1.2 MANAGER/DIRECTOR	\$250	\$255	\$260	PER HR
1.3 SUPERVISOR	\$250	\$255	\$260	PER HR
1.4 CONSULTANT / SUBJECT MATTER EXPERT	\$275	\$280	\$285	PER HR
1.5 INFORMATION TECHNOLOGY AUDITOR	\$185	\$190	\$195	PER HR
1.6 SENIOR AUDITOR/SENIOR CONSULTANT	\$185	\$190	\$195	PER HR
1.7 AUDITOR/CONSULTANT	\$150	\$155	\$160	PER HR
1.8 ANALYST	\$125	\$130	\$135	PER HR
HOURLY RATES ARE TO INCLUDE GENERAL OFFICE SUPPLIES, FAXES, LOCAL TRAVEL (Defined as a 50-mile radius within the address of 301 W. Jefferson St., Phoenix, Arizona 85003) EXPENSES AND GENERAL ADMINISTRATIVE FUNCTIONS.				

EXHIBIT B SCOPE OF WORK

1.0 INTENT:

Maricopa County (County) has entered into an agreement with the contractor to provide, assurance and/or consulting services on an “as-needed” basis. Specific projects will be awarded by Task Orders (i.e., project specific solicitations). The County will establish a list of qualified contractors from which individual tasks will be assigned. Contractors will be notified when a need or work arises, and they will be allowed to respond to a Task Order with the proposed work plan, staff, and pricing. The contractor that best meets the need of the County will be awarded the Task Order. Award of this contract does not guarantee award of any Task Order. The contract will be divided into categories of service, and a contractor may be assigned to one or more of the following five categories: General Audit Services, Law Enforcement Audit Services, Construction Audit Services, Information Technology Audit Services, and Other Consulting Services.

The County reserves the right to select any qualified contract under this contract for Task Orders under \$25,000 without completion of any other procurement action when the Procurement Officer determines that it is in the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF WORK:

2.1 GENERAL AUDIT SERVICES

- 2.1.1 Audit work may include various areas within the County.
- 2.1.2 Perform relevant audit work and provide documentation, which may include risk assessment, audit program (audit steps/procedures), work papers, lead sheets, and audit reports.
- 2.1.3 Present or assist in presenting audit results and related information to the audited County agency and County management as applicable.
- 2.1.4 Provide other audit services as needed and requested by the County.
- 2.1.5 Qualifications will vary depending on the audit scope and will be tailored to the specific Task Order; however, the following general qualifications apply to all engagements:
 - 2.1.5.1 For individuals performing audit work, a minimum of three years relevant accounting/audit/consulting experience is required.
 - 2.1.5.2 For individuals directing audit work, supervising staff, and reviewing work papers, a minimum of four years relevant audit experience and one year supervising audit projects is required.
 - 2.1.5.3 Certified Public Accountant (CPA), Certified Internal Auditor (CIA), and/or comparable training is preferred.
 - 2.1.5.4 Knowledge of the Institute of Internal Auditors (IIA) and International Professional Practices Framework (IPPF) is required; familiarity with generally accepted auditing standards and professional practices is preferred.
 - 2.1.5.5 Prior government and County audit experience is preferred.

2.2 LAW ENFORCEMENT AUDIT SERVICES

2.2.1 This area involves the analysis of the law enforcement environment (specifically, the Maricopa County Sheriff's Office (MCSO) and related agencies), internal controls, and levels of risk. Criminal justice and public safety are the County's largest cost components, with over 50 percent of the budget dedicated to public safety. The Sheriff's Office provides countywide detention services with several detention facilities, and law enforcement services to the County's unincorporated areas and to cities and towns that have contracted for services. The audit areas may include, but are not limited to, the following:

2.2.1.1 Law Enforcement Operations: patrol; general investigations; weapons; extradition; warrants; crime lab; 911 call center; special response teams; property and evidence; posse; aviation, and body worn cameras.

2.2.1.2 Detention Operations: detention intake; detention center management; detention housing; institutional services (laundry, food services division, library), and correctional health services.

2.2.1.3 Administrative Services: training; communications; personnel services; procurement; financial services; and information systems.

2.2.2 Perform relevant audit work and provide audit documentation, which may include risk assessment, audit program (audit steps/procedures), work papers, lead sheets, and audit reports.

2.2.3 Present or assist in presenting audit results and related information to the audited County agency and County management as applicable.

2.2.4 Some qualifications may be tailored to the specific task order; however, the following general qualifications apply to all firms providing law enforcement audit services.

2.2.4.1 For individuals performing audit work, a minimum of three years relevant accounting/audit/consulting experience is required.

2.2.4.2 For individuals directing audit work, supervising staff, and reviewing work papers, a minimum of four years relevant audit experience and one year supervising audit projects is required.

2.2.4.3 For individuals serving as subject matter experts, a minimum of five years of law enforcement and/or detention experience or minimum of five years performing audits of law enforcement and detention operations is required.

2.2.4.4 Appropriate professional certification such as Certified Internal Auditor (CIA), Certified Law Enforcement Auditor (CLEA), or advanced degree in criminal justice-related field is preferred.

2.2.4.5 Extensive knowledge of law enforcement and/or detention operations is preferred.

2.2.4.6 Extensive knowledge of jail management and patrol information systems applications is preferred.

2.3 CONSTRUCTION AUDIT SERVICES

2.3.1 This area involves the analysis of key construction and renovation business processes and procedures in place to manage County risks, including testing

processes and operational effectiveness, assessing business, financial, and change order controls, verifying contract compliance, reviewing contractor cost records and charges, and evaluating project management. The audit areas may include, but are not limited to the following:

2.3.1.1 Construction projects from preconstruction services to completion and close out.

2.3.1.2 Construction contracts/procurement including intergovernmental agreements.

2.3.2 Perform relevant audit work and provide audit documentation including risk assessment, audit work program (audit steps/procedures), work papers, lead sheets, and audit reports.

2.3.3 Present or assist in presenting audit results and related information to the audited County agency and County management as applicable.

2.3.4 Some qualifications may be tailored to the specific task order; however, the following general qualifications apply to all firms providing construction audit services:

2.3.4.1 For individuals performing audit work, a minimum of three years relevant accounting/audit/consulting experience is required.

2.3.4.2 For individuals directing audit work, supervising staff, and reviewing work papers, a minimum of four years relevant audit experience and one year supervising audit projects is required.

2.3.4.3 For individuals serving as subject matter experts, minimum of five years of construction contract audit experience, two years in a government construction environment is required.

2.3.4.4 Appropriate professional certification such as Certified Public Accountant (CPA), Certified Internal Auditor (CIA), and Certified Construction Auditor (CCA) is preferred.

2.3.4.5 Extensive knowledge of the construction industry, governmental contracts and projects, and audit standards is preferred.

2.3.4.6 Prior experience with major public projects and public works organization is preferred.

2.4 INFORMATION TECHNOLOGY (IT) AUDIT SERVICES

2.4.1 This area involves the analysis of the various information systems and technologies in use at the County, and the internal controls and risk levels associated with each. Many IT audits are performed in conjunction with performance audits at a specific County agency. Other IT audits are performed as County wide engagements and may encompass many County agencies. The audit areas may include, but are not limited to, the following:

2.4.1.1 IT General Controls and Application controls testing to support contracted application audits.

2.4.1.2 Network and Cyber Security audits. Network security audits may include examination of data centers, web applications, wireless networks, and mobile devices. Cyber security audit and consulting may include analysis

of network vulnerabilities, awareness training, asset management, and incident response.

2.4.1.3 Pre and Post Implementation Reviews. Evaluate critical project controls before and after large IT project implementations.

2.4.1.4 IT Risk Assessment. Inventory and risk analysis of the County's critical IT resources (systems and applications). These engagements may also include assistance with analysis of strategic change and IT governance, along with evolving areas of risk such as data management, enterprise architecture, and digital and mobile risk.

2.4.2 Perform relevant audit work and provide audit documentation including risk assessment, audit work program (audit steps/procedures), work papers, lead sheets, and audit reports.

2.4.3 Present or assist in presenting audit results and related information to the audited County agency and County management as applicable.

2.4.4 Some qualifications may be tailored to the specific task order; however, the following general qualifications apply to all firms providing IT audit services:

2.4.4.1 For individuals performing IT audit work, a minimum of three years IT accounting/audit/consulting experience is required.

2.4.4.2 For individuals directing IT audit work, supervising staff, and reviewing work papers, a minimum of four years IT audit experience and one year supervising IT audit projects is required.

2.4.4.3 For individuals serving as subject matter experts, minimum of five years of applicable IT experience required;

2.4.4.4 Certified Information Systems Auditor (CISA) is required for one or more team members.

2.4.4.5 Working knowledge of **Control Objectives for Information and Related Technologies (COBIT)**, Federal Information System Controls Audit Manual (FISCAM), Information Technology Infrastructure Library (ITIL), NIST Cybersecurity Framework, and NIST 800 special publication series as appropriate audit criteria.

2.4.4.6 Prior experience with auditing decentralized IT function in a government setting is preferred.

EXHIBIT C
OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM
POLICY

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County contract administrator.
- 2.0 Lodging, per diem, and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov.
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet, and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under any circumstances) reimburse for contractor guest lodging, per diem, or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County contract administrator as a result of the business needs of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the contractor's assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under any circumstances) reimburse for contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County contract administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse a contractor if the contractor chooses to purchase this coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact, or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: Contractors shall obtain pre-approval in writing from the County contract administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH, shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term, uncovered (covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under any circumstances) reimburse the contractor for guest vehicle rental(s) or other any transportation costs.

- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County contract administrator. These costs include, but are not limited to, the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.
- 6.0 Travel and per diem expenses shall be capped at 15 percent of project price unless otherwise specified and approved by the County in individual contracts.
- 7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and, if applicable, with a copy of the written consent issued by the County contract administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

MGT OF AMERICA CONSULTING, LLC, 4320 W. KENNEDY BLVD. SUITE 200, TAMPA, FL 33609

PRICING SHEET: NIGP CODE 91858

Terms:	NET 30 DAYS
Vendor Number	VS0000001026
Certificates of Insurance	Required
Contract Period:	To cover the period ending August 31, 2026.