

COOPERATIVE PURCHASE CONTRACT

Contract No. 2026-560

This Contract by and between the City of Flagstaff, a political subdivision of the State of Arizona, and MSS Business Transformation Advisory, a/an Arizona, corporation (“Contractor”) shall be effective as of the date of the last signature below. The City and Contractor may be referred to as “Party” or jointly as “Parties.”

RECITALS

WHEREAS, Contractor is a fully authorized vendor of **Strategic Consulting Services**;

WHEREAS, a competitive and open procurement process was conducted through Request for Proposal Maricopa County - 240024-RFP that resulted in Maricopa County - 240024-RFPwith Contractor (“Agency Contract”); and

WHEREAS, the City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

NOW, THEREFORE, effective on the last date of execution, and in consideration for the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

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 hereto as Exhibit A and in accordance with the Agency Contract. A general description of the materials and/or services being purchased is:

Establish a Master Consulting Agreement - Reconcile Past Consulting Work - Prepare for Future Consulting Projects

2. Terms and Conditions of Agency Contract Apply

2.1 All provisions of the Agency Contract documents contained within Maricopa County - 240024-RFP, attached hereto as Exhibit B, including any amendments, are incorporated in, and shall apply to this Contract, as though fully set forth herein.

2.2 Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract related to price for materials and/or services.

3. Compensation

3.1 Payment

Contractor shall be paid for satisfactory performance of the Contract in an amount not to exceed not to exceed one hundred thirty-three thousand dollars and zero cents (\$133,000.00), annually, including fees and taxes; made in accordance with the price list and terms set forth in the Agency Contract.

3.2 Formal Amendment Required

Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the total amount of the Contract, as amended, is less than \$100,000; otherwise, City Council approval is required.

4. Term and Renewal

4.1 Contract Term

The term is for a period of three (3) years unless terminated pursuant to the provisions of the Contract. The Contract will be effective as of the date signed by both parties. The City Council has the authority to amend the term of the Contract.

4.2 Renewal

The Contract may be renewed for up to two (2), one (1) year additional terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

5. Insurance

All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Upon request, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Notice

Any formal notice under the Contract shall be in writing via certified mail and email as follows:

To the City:

Theresa Wigley
IT - Applications
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email:theresa.wigley@flagstaffaz.gov
Phone:(192) 821-3281

With a copy to:

Teddy Callan, Sr. Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: Teddy.Callan@flagstaffaz.gov

To the Contractor:

David Lyons
Director of Professional Services
MSS Business Transformation Advisory, Inc.
7250 N. 16th Street, Ste. 310
Phoenix, AZ 85020
Email: dlyons@mssbta.com
Phone: (602) 387-2127

IN WITNESS WHEREOF, the Parties hereto have executed Contract as of the date hereinbefore indicated.

CITY OF FLAGSTAFF

CONTRACTOR

SIGNATURE

SIGNATURE

FULL NAME

FULL NAME

TITLE

TITLE

DATE SIGNED

DATE SIGNED

Attest:

SIGNATURE

Stacy Saltzburg

FULL NAME

City Clerk

TITLE

DATE SIGNED

Approved as to form:

SIGNATURE

FULL NAME

City Attorney's Office

TITLE

DATE SIGNED

Exhibits List

A - Exhibit A - Flagstaff Reconciliation Project

B - Exhibit B - Maricopa County Agency Contract

Exhibit A

Exhibit A - Flagstaff Reconciliation Project

Statement of Work # COFMSS0401

Statement of Work for City of Flagstaff Reconciliation Project

1. Introduction

This Reconciliation Contract establishes a consolidated framework to complete and formally close out four remaining initiatives for the City of Flagstaff: the OpenGov Procurement implementation, the RTA Fleet Management system implementation, the Computer Aided Dispatch and Records Management System (CAD/RMS) software selection, and the Jail Management System (JMS) software selection. This agreement aligns scope, resources, and timelines under a single contract vehicle to streamline governance, improve coordination across interdependent efforts, and provide clear accountability through final delivery. The intent of this contract is to efficiently bring each project to completion, resolve outstanding deliverables, and ensure a structured and transparent transition.

The overall approach is organized into four initiatives:

Initiative 1 – Complete extension to the OpenGov implementation

Focused on ensuring the City has a fully configured, adopted, and operational procurement solution by addressing remaining configuration, workflow alignment, and user enablement needs, while stabilizing the platform for ongoing use and support.

Initiative 2 – Complete the RTA Fleet system implementation

Focused on ensuring the City achieves a fully deployed and functional fleet management system by finalizing system configuration, validating data accuracy, supporting user adoption, and resolving any remaining gaps required for operational readiness.

Initiative 3 – Complete CAD/RMS Software Selection

Focused on ensuring the City executes a structured, defensible, and stakeholder-aligned selection process that results in the identification of a best-fit CAD/RMS solution, supported by clear requirements, objective evaluation, and executive decision-making.

Initiative 4 – Complete the JMS Software Selection

Focused on ensuring the City conducts a comprehensive and coordinated selection process for a Jail Management System that aligns with operational needs, integrates effectively with public safety systems, and positions the City for successful implementation.

2.0 Scope of Services

MSS Business Transformation Advisory, Inc. (MSSBTA) will provide services to the City of Flagstaff to complete and close out four (4) remaining initiatives as defined below.

2.1 Initiative 1 – OpenGov Procurement Implementation Completion

2.1.1 Scope

MSSBTA will complete the remaining activities required to finalize the OpenGov Procurement and Contracts implementation, including configuration alignment, template development, and project coordination.

2.1.2 Objectives

- Achieve a fully configured and operational procurement solution
- Align system functionality with City procurement processes
- Transition the platform to steady-state operations

2.1.3 Key Activities

- Provide ongoing project management, coordination, and reporting
- Develop and refine procurement and contract templates
- Support configuration alignment with business processes
- Facilitate final adoption and transition activities

2.1.4 Deliverables

- Configured and operational OpenGov procurement solution
- Standardized procurement and contract templates
- Final project reporting and transition documentation

2.2 Initiative 2 – RTA Fleet System Implementation Completion

2.2.1 Scope

MSSBTA will provide project management and coordination services to complete the RTA Fleet system implementation and support final stabilization and closeout activities.

2.2.2 Objectives

- Complete all remaining implementation activities
- Ensure system readiness and operational stability
- Achieve formal project closeout

2.2.3 Key Activities

- Provide project management, coordination, and reporting
- Oversee remaining implementation and go-live support activities
- Coordinate issue resolution and stakeholder alignment
- Support final readiness and stabilization efforts

2.2.4 Deliverables

- Fully implemented and operational RTA Fleet system
 - Project coordination and status reporting artifacts
 - Formal project closeout documentation
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2.3 Initiative 3 – CAD/RMS Software Selection Completion

2.3.1 Scope

MSSBTA will complete the CAD/RMS software selection process, including final requirements validation, vendor evaluation, demonstrations, and development of a final recommendation.

2.3.2 Objectives

- Deliver a structured and defensible software selection
- Ensure alignment with operational and technical requirements
- Support informed executive decision-making

2.3.3 Key Activities

- Finalize requirements and future-state process design
- Facilitate vendor demonstrations and fit-gap assessments
- Support stakeholder evaluation and scoring
- Develop final recommendation and supporting analysis

2.3.4 Deliverables

- Documented requirements and future-state processes
 - Vendor evaluation and fit-gap analysis results
 - Final CAD/RMS selection report and recommendation
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2.4 Initiative 4 – JMS Software Selection Completion

2.4.1 Scope

MSSBTA will conduct and complete a comprehensive Jail Management System (JMS) solution assessment, including discovery, process mapping, requirements development, vendor evaluation, and final reporting.

2.4.2 Objectives

- Identify a JMS solution aligned with operational needs
 - Ensure integration considerations with CAD/RMS and other systems
 - Position the City for successful implementation
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2.4.3 Key Activities

- Conduct discovery workshops and stakeholder interviews
- Document current-state workflows and integration points
- Develop requirements and a traceability matrix
- Facilitate vendor demonstrations and fit-gap assessments
- Support evaluation and selection decision

2.4.4 Deliverables

- Current-state and future-state process documentation
- Requirements Traceability Matrix
- Vendor evaluation and scoring results
- JMS Solution Assessment Report with recommendation

3. Project Schedule and Cost

3.1 Initiative-Based Cost Structure

3.1.1 Initiative 1 – OpenGov Procurement Implementation Completion (Time & Materials)

Role	Hours	Rate	Amount
Senior Consultant	47	\$200	\$9,400
Management Analyst	20	\$190	\$3,800
Total	67		\$13,200

3.1.2 Initiative 2 – RTA Fleet System Implementation Completion (Time & Materials)

Role	Hours	Rate	Amount	
Senior Consultant	64	\$200	\$12,800	Actual
Senior Consultant	15	\$200	\$3,000	Estimate to Complete
Total	79		\$15,800	

3.1.3 Initiative 3 – CAD/RMS Software Selection Completion (Fixed Fee – Milestone-Based)

Total Fixed Fee: \$75,000

Milestone	%	Amount
Requirements Completion & Validation	20%	\$15,000
Vendor Fit-Gap Assessment & Demonstrations	20%	\$15,000

Milestone	%	Amount
Final Documentation & Recommendation	60%	\$45,000
Travel and expense		\$4,000
Total	100%	\$79,000

Includes all labor and associated travel costs.

3.1.4 Initiative 4 – JMS Software Selection Completion (Fixed Fee – Milestone-Based)

Total Fixed Fee: \$25,000

Milestone	%	Amount
Requirements & Future State Definition	50%	\$12,500
Vendor Evaluation, Selection & Project Closeout	50%	\$12,500
Total	100%	\$25,000

4. Invoicing and Payment

Notwithstanding the milestone structure defined above, MSSBTA will submit a **single consolidated invoice** in the amount of **\$130,000** dated **May 7, 2026**, representing completion of all services to date across the four initiatives. Additional invoices will be submitted each month for additional hours as utilized for Fleet Services until completed, not to exceed 15 hours and \$3,000.

Payment shall be made in accordance with the terms and conditions of the applicable cooperative purchase agreements governing this contract.

5. Assumptions

- Leadership, Subject Matter Experts (SMEs), and Key Stakeholders will be available on a timely basis for the project to avoid delays.
- Any changes to scope will be agreed to by the City of Flagstaff and MSSBTA; and will be captured in Change Order.
- City will provide MSSBTA documentation, deliverables from prior work, and other resources necessary to perform the stated work.
- City will provide MSSBTA with an internal resource who will assist with scheduling meetings and other project logistics.

- Process improvement opportunities will be captured but not implemented within the scope of this work effort.
- Most of the work will be completed remotely but key face-to-face meetings are necessary to ensure quality results. Travel will be approved by the City of Flagstaff in advance of travel.

6. Master Agreement Governs

The City of Flagstaff (City) acknowledges and agrees that the obligations of the City under this Change Order are subject to the terms of the Strategic Consulting Services Contract (240024-RFP) dated 02/28/2024 between MSS Business Transformation Advisory, Inc. and Maricopa County, a political subdivision of the State of Arizona, as applicable to City cooperative use.

Agreed to by:

MSS Business Transformation Advisory, Inc.

7250 N 16th Street, Suite 310
Phoenix, AZ 85020



Authorized Signature

Keith Latchaw

Name - type or print

President & CEO

Title

5/5/2026

Date

City of Flagstaff

Authorized Signature

Name - type or print

Title

Date

Billing Address:

Purchase Order Number: _____
(If Applicable)

Exhibit B

Exhibit B - Maricopa County Agency Contract

SERIAL 240024-RFP STRATEGIC CONSULTING SERVICES
Contract – MSS Business Transformation Advisory Inc

DATE OF LAST REVISION: January 08, 2026

CONTRACT END DATE: February 28, 2028

CONTRACT PERIOD THROUGH FEBRUARY 28, 2026 2028

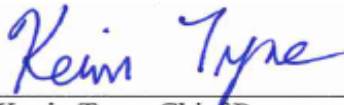
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **STRATEGIC 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 **February 28, 2024 (Eff. 03/01/2024)**.

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

AW/mm
Attach

Copy to: Office of Procurement Services
Trisha Fleischer, HSD
Cheryl Bucalo, Public Health

(Please remove Serial 190178-RFP from your contract notebooks)



CONTRACT STRATEGIC CONSULTING SERVICES 240024-RFP

This contract is entered into this 28th day of February, 2024 by and between Maricopa County (County), a political subdivision of the State of Arizona, and MSS Business Transformation Advisory, Inc, an Arizona corporation (Contractor) for the purchase of various consultants' services for Maricopa County Departments.

1.0 CONTRACT TERM

- 1.1 This contract is for a term of two years, beginning on the 1st day of March 2024 and ending the 28th day February 2026 **2028**.

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 four 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 D – Fee Schedule.
- 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)
- Arrival and completion time
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Freight (if applicable)
- Mileage with rate (if applicable)
- 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.

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 \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for 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

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

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 301 W. Jefferson St. Suite 700, 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 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.

10.7 PURCHASE ORDERS

10.7.1 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.

10.7.2 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.

10.8 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.

10.9 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.

10.10 STOP WORK ORDER

10.10.1 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:

10.10.1.1 cancel the stop work order; or

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

10.10.1.3 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.

10.11 TERMINATION FOR CONVENIENCE

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

10.12 TERMINATION FOR DEFAULT

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

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

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

10.12.1.3 perform any of the other provisions of this contract.

10.12.2 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.

10.13 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.

10.14 CONTRACTOR EMPLOYEE MANAGEMENT

- 14.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.
- 14.2 If Contractor personnel's employment status changes, Contractor shall provide County a list of proposed replacements with equivalent or greater experience.
- 14.3 Under no circumstances shall the implementation schedule to be impacted by a personnel change on the part of the Contractor.
- 14.4 Contractor shall not reassign any key personnel an awarded Task Order without the express consent of the County.
- 14.5 County reserves the right to immediately remove from its premises any Contractor personnel it determines to be a risk to County operations.
- 14.6 County reserves the right to request the replacement of any Contractor personnel at any time, for any reason.

10.15 TRAINING

Contractor shall provide training services as applicable to County personnel in the use and care of the equipment. All training shall take place on-site in Maricopa County, unless otherwise negotiated with County.

10.16 INSPECTION OF SERVICES

- 16.1 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.
- 16.2 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.
- 16.3 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:
 - 16.3.1.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - 16.3.1.2 reduce the contract price to reflect the reduced value of the services performed.

16.4 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:

16.4.1.1 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

16.4.1.2 terminate the contract for default.

10.17 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.

10.18 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.

10.19 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.

10.20 SUBCONTRACTING

10.20.1 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.

10.20.2 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.

10.21 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.

10.22 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.

10.23 RIGHTS IN DATA

10.23.1 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.

10.23.2 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.

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

10.24.1 In accordance with Section MC1-372 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.

10.24.2 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.

10.25 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.

10.26 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.

10.27 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.

10.28 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.

10.29 RELATIONSHIPS

10.29.1 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.

10.29.2 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.

10.29.3 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two (2) business days, unless previously approved by the County.

10.30 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).

10.31 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.

10.32 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

10.32.1 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:

10.32.1.1 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;

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

10.32.1.2.1 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

10.32.1.2.2 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.

10.32.1.3 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.

10.32.1.4 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

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

10.32.2 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.

10.32.3 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.

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

10.33.1 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.

10.33.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 10.33.1 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.

10.34 **CONTRACTOR Employee WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS**

10.34.1 The parties agree that this contract and employees working on this contract will be subject to the Contractor employee whistleblower protections established by Title 41 U.S.C. § 4712 and Section 3.908 of the Federal Acquisition Regulation.

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

10.34.3 Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold (\$250,000 as of fiscal year 2018).

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.

10.36 **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 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 UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION

All contractors that receive funding must have a UEI number through <https://sam.gov/content/entity-registration>. Contractor must also remain current with the System for Award Management www.sam.gov throughout the term of the contract.

10.46 RELIGIOUS ACTIVITIES

The contractor agrees that costs, planned or claimed, including costs incurred, shall not include any expense for any religious activity.

10.47 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County or the contractor under the agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

10.48 EQUAL EMPLOYMENT OPPORTUNITY

10.48.1 The contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include but is not limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

10.48.2 Contractor shall comply with the following provisions:

10.48.2.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.);

10.48.2.2 The Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.);

10.48.2.3 The Age Discrimination in Employment Act of 1967, as amended (29U.S.C. §§ 621, et seq.);

10.48.2.4 The Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and Arizona Executive Order 2009-09, as amended, et seq. which mandates that all persons shall have equal access to employment opportunities.

10.48.2.5 Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

10.49 CERTIFICATION REGARDING LOBBYING

10.49.1 Contractor certifies, to the best of their knowledge and belief, that:

10.49.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant. Including the making of any federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

10.49.2 If any funds other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.49.3 Contractor shall include Lobbying Certification language in the award documents for all subcontractors (including sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

10.49.3.1 The Lobbying Certification is a material representation of fact upon which reliance was placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any successful proposer(s) who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

10.50 CLEAN AIR ACT & CLEAN WATER ACT

Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

10.51 ENERGY POLICY AND CONSERVATION ACT

Contractor must adhere to the standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).

10.52 TASK ORDER PROCES

The County reserves the right to select any contractor 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. Vendors receiving an award under this contract will be notified of requirements valued over \$25,000 and they will be given time to respond to the Task Order with their proposed work plan, staff and price. The vendor that best meets the need of the county will be awarded the Task Order.

10.53 NO HIRE POLICY

No Solicitation of Employees. Neither party will recruit or solicit the other's personnel or employees that have become known to a party as a result of the Services performed under this Contract until the earlier of one year after (i) the termination of this Agreement or the completion of the Task Order that the employee worked on or (ii) that person is no longer employed by the other party. The provisions will survive the termination of this contract

10.54 INCORPORATION OF DOCUMENTS

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

10.54.1.1 Exhibit A – Vendor Information

10.54.1.2 Exhibit A-1 Fee Schedule

10.54.1.3 Exhibit B – Scope of Work

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

10.55 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 85003-1647

For Contractor:

MSS Business Transformation Advisory, Inc.
7250 N. 16th Street, Suite 310
Phoenix, AZ 85020

10.56 INQUIRIES

10.56.1 Inquiries concerning information herein must be submitted prior to the question deadline date/time posted in the e-procurement platform, Periscope S2G, using the link in the "Q&A" tab.

10.56.2 Administrative telephone/email inquiries shall be addressed to:

~~LAWRENCE RUSSELL~~ **ABBY WEEDA**, PROCUREMENT OFFICER
TELEPHONE: (602) 506-3248 **8711**
~~Lawrence.Russell~~ abby.weeda@maricopa.gov

10.56.3 Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

10.57 **CONTRACT DISPUTES**

All Contract disputes will be handled in accordance with the Maricopa County Procurement Code MCI-906.

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

CONTRACTOR

Keith Latchaw

AUTHORIZED SIGNATURE

Keith Latchaw, President & CEO

PRINTED NAME AND TITLE

7250 N 16th Street - Suite 310, Phoenix, AZ 85020

ADDRESS

12/20/2023

DATE

MARICOPA COUNTY

Jack W. Sellers

CHAIRMAN, BOARD OF SUPERVISORS

FEB 28 2024

DATE

ATTESTED:

Juanita Gray

CLERK OF THE BOARD

FEB 28 2024

DATE

APPROVED AS TO FORM:

Nicholas B. Dech

DEPUTY COUNTY ATTORNEY

02/16/2024

DATE

EXHIBIT A – VENDOR INFORMATION

COMPANY NAME:	MSS Business Transformation Advisory, Inc.
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	7250 N. 16th Street, Suite 310, Phoenix, AZ 85020
REMIT TO ADDRESS:	7250 N. 16th Street, Suite 310, Phoenix, AZ 85020
TELEPHONE NUMBER:	602-387-2115
FAX NUMBER:	None
WWW ADDRESS:	www.mssbta.com
REPRESENTATIVE NAME:	Ken Starr Jack Trierweiler
REPRESENTATIVE TELEPHONE NUMBER:	602-387-2118
REPRESENTATIVE EMAIL ADDRESS	kstarr@mssbta.com jtrierweiler@msstech.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

NET 30 DAYS

EXHIBIT A-1 FEE SCHEDULE

Serial	240024-RFP				
NIGP CODE	91858				
Company Name	MSS Business Transformation Advisory (MSSBTA)				
1.0 Pricing		Year 1	Year 2	Year 3	
1.1 Principal		\$220.00	\$225.00	\$-	Per Hour
1.2 Senior Consultant		\$200.00	\$205.00	\$-	Per Hour
1.3 Management Analyst		\$190.00	\$195.00	\$-	
1.4 Consultant / Subject Matter Expert					
	1.4.1 Leadership Development	\$220.00	\$225.00	\$-	Per Hour
	1.4.2 Operational/Cultural	\$220.00	\$225.00	\$-	Per Hour
	1.4.3 Human Resources	\$220.00	\$225.00	\$-	Per Hour
	1.4.4 Training Development	\$220.00	\$225.00	\$-	Per Hour
1.5 Training		\$190.00	\$195.00	\$-	Per Hour
1.6 Facilitator		\$220.00	\$225.00	\$-	Per Hour
1.7 Administrative		\$40.00	\$45.00	\$-	Per Hour
1.8 Other		\$	\$	\$-	Per Hour

HOURLY RATES ARE TO INCLUDE GENERAL OFFICE SUPPLIES, FAXES, LOCAL TRAVEL EXPENSES AND GENERAL ADMINISTRATIVE FUNCTIONS. (SEE SECTION 2.6.2)

EXHIBIT B – SCOPE OF WORK

- Subject-matter-experts (SMEs) including, but not limited to these specialties:
 - ✓ Digital Modernization (end to end)
 - ✓ Business and Technology Transformation
 - ✓ Information Governance (IG)
 - ✓ Process Improvement (PI)
 - ✓ Change Management
 - ✓ Strategic Planning
 - ✓ Information Technology (IT)

Proposed Services and Offerings

At the start of each proposed Task Order for a consulting engagement, MSSBTA works with Maricopa County to define a Statement of Work that details project scope and project assumptions along with associated time and cost estimates. The purpose of the Statement of Work is to validate roles and responsibilities and to clarify the specific tasks/deliverables that will be produced as part of the engagement.

Our consistent approach across our offerings is depicted below. We deliver a sustainable and holistic solution that is difficult to produce with a one-size-fits-all approach.

CEO/CIO Alignment - Define the IT Strategy
MSSBTA can help create an IT strategy that clearly supports the business, is easy to understand, and improves business' relationship with IT.

Strategic Cost Reduction
MSSBTA can help benchmark, categorize, and allocate spending more efficiently, to enable and support business goals.

IT Management and Governance
MSSBTA has a comprehensive IT Management and Governance diagnostic service that can help benchmark, assess, and master each stage of the IT service lifecycle - from strategy and design to transition, operation and continual improvement. In addition to providing a real-time assessment of the capability at each lifecycle stage, we help ensure that service levels are optimized, and service costs are transparent to key stakeholders. During an engagement expect several key outcomes, including a clear understanding of the IT team's strengths and weaknesses, an IT roadmap for improvement, defined ownership of IT processes, an empowered team, and identifiable opportunities for cost reduction.

Strategic Planning Workshop
Facilitated by MSSBTA subject matter experts and customized to the agency or department, the Strategic Planning Workshop will equip leaders to develop a strategy and plan to operationalize the business strategy.

Transformation Oversight/Governance
MSSBTA facilitates a comprehensive review of the initiative plan, examining its alignment with the agency's organizational strategy. We help define accountability and gain acceptance of roles from team members. This effort ensures a collaborative approach toward achieving desired outcomes.

Project Health Assessment

The Project Health Assessment helps to align an organization’s project health, compliance, and quality. Use it once or on a regularly scheduled cadence.

The Assessment will be customized to the organization's specific needs and will include interviews, to identify potential risks or misalignments, and provide recommendations, corrective actions, and a roadmap to implement and track status.

MSSBTA’s Results-Driven Leadership model is designed for both strategic initiatives and improving day- to-day operations.

The Leadership Development effort engages multiple levels of Maricopa County’s leadership in direct partnership with MSSBTA resources.

Our teams work together to understand how to constructively define the future state and implement a structure to build the organization toward that future state.

Organizational Analysis and Process Improvement

MSSBTA deploys a structured, proven approach combined with targeted technology, to analyze each organization and provide a tangible path to the desired future state effectively and efficiently. Specifically, we provide the following targeted, customized offerings that Maricopa County can implement to improve processes and better analyze the organization.

Sociomapping® Assessment

It entails mapping out the frequency and quality of interaction among team members, identifying potential collaboration bottlenecks, and furnishing intuitive graphical reports with recommendations for optimizing the team's configuration and navigation. Through Sociomapping, effective and ineffective relationships within the team can be identified, empowering the team to define steps for fully leveraging their collaborative potential.

Information Technology Assessments

MSSBTA provides several IT-targeted assessments designed to improve an organization’s processes and organizational functions, including:

Security - Gap assessment on current state of Information Protection program, as well as the development of a targeted, structured plan to close identified gaps

Operations - Assess IT operating model and performance, as well as development of a plan to close gaps and improve overall performance

Infrastructure - Assess current state infrastructure and identify opportunities for savings and improved performance, such as leveraging cloud services

IT Performance - Assess IT value and performance from a business perspective

Business and IT Alignment - Assess how well the IT plan aligns with business

Process Improvement

Process improvement centers on critical operational and procedural processes to enhance quality, eliminate inefficient practices, and decrease variability. By enhancing process efficiency Maricopa County agencies can accomplish more with current resources, so they can be more actively engaged and focused on delivering value.

Using tools such as interviews, surveys, and focus groups to gather valuable feedback, along with reviewing policies, procedures, and observing employees in their work environment, a deeper understanding of the agency's culture, values, and communication patterns is achieved.

MSSBTA can pinpoint trends and gaps through this organizational analysis. This information then serves as the foundation for developing recommendations that lead to enhanced performance, increased productivity, and successful achievement of Maricopa County's goals. Process improvement is key to unlocking greater efficiency and effectiveness in organizational operations.

Operational Excellence

Operational Excellence is the cornerstone of a successful organization. It encompasses the efficient utilization of resources, streamlined processes, and optimal performance across all departments of an organization. Our Operational Excellence consulting service is designed to help organizations achieve peak operational efficiency, cost reduction, productivity enhancement, and drive sustainable growth.

Efficiency Assessment:

- Assess current operations to identify inefficiencies and bottlenecks
- Analyze processes, workflows, and resource allocation to pinpoint areas for improvement
- Review technology utilization and infrastructure

Strategic Planning:

- Collaborate with the leadership team to develop a tailored operational strategy
- Review the organization's overall goals and objectives alignment

Process Optimization:

- Identify and implement process improvements that enhance efficiency and reduce waste
- Explore automation opportunities to streamline repetitive tasks and reduce manual errors
- Prioritize processes and initiatives based on their potential impact and feasibility

Resource Allocation:

- Optimize resource allocation including manpower, technology, and capital
- Maximize resource utilization to remain flexible and adaptable to changing market conditions

Technology Integration:

- Evaluate current technology and recommend solutions to enhance productivity and competitiveness
- Integrate new software, upgrade existing systems, or adopt emerging technologies as needed

Performance Metrics and KPIs:

- Establish key performance indicators (KPIs) and metrics to track progress and measure the improvement impacts
- Regular performance reviews to ensure that the organization stays on course

Management and Supervision Training

MSSBTA can help departments develop this critical level of organization to ensure that strategic initiatives are achieved. We provide the following targeted, customized offerings that Maricopa County can leverage to further develop and train its management and supervision level of the organization.

Management Development Program

The Management Development Program is designed to help managers learn how to accomplish important goals with limited resources and work toward their professional objectives. It also gives them a deep understanding of their pivotal role in helping the organization reach its goals.

Enterprise Change Management

Enterprise Change Management allows management to develop strategy and plan to implement formalized change management throughout an organization, business unit, or department. Establishing structures, channels, practices, and expectations to prepare the internal and external stakeholders to be successful on day one of an implemented change is invaluable for project success.

Succession Planning

Successful succession planning is performed as a constant institution in an organization, long before an individual need for succession is even identified.

MSSBTA can help develop current leaders and create a pipeline for future leaders. By understanding and identifying the critical positions within an organization, MSSBTA can help assess the current needs as well as develop a program to develop new and existing leaders within an organization. This is not a standard program, as succession planning is a complete, unique process for every organization. However, depending on the needs of Maricopa County, we can work with the county to craft a catered, specific response for the situation.

Coaching

Leaders are never done learning to be a better leader – it is a skillset to be refined and improved throughout a career as new challenges and situations are encountered. Leaning on our experience in developing effective teams, leading business transformations, and defining strategic visions, MSSBTA can assist all levels of leadership to further develop their leadership skillset.

MSSBTA’s experienced business and technology consultants can work with Maricopa County to identify and assess the unique needs of an organization’s leaders and develop a customized coaching program designed to build out its leadership capabilities further.

MSSBTA Other Consulting Services

Beyond the overview of our approach and perspective on the professional services outlined in the solicitation document, MSS Business Transformation Advisory also specializes in the following offerings and services.

Digital Modernization

We provide end-to-end support, from initial guidance and oversight to seamless project management, process enhancement, and change management.

Guidance and Oversight:

- Our experienced consultants work closely with county leadership teams to understand goals, challenges, and unique needs.
- We provide strategic guidance and oversight throughout the modernization journey ensures alignment with your business objectives.
- Regular assessments and reviews are conducted to track progress and make necessary adjustments.

Project Management:

- Our certified project managers plan, execute, and monitor all modernization initiatives.
- We follow industry best practices, ensuring projects are delivered on time, within budget, and to the highest quality standards.
- Transparent reporting and communication are maintained at all stages to keep stakeholders informed.

Process Improvement:

- We conduct a comprehensive analysis of existing processes to identify inefficiencies, redundancies, and areas for improvement.
- Our consultants collaborate with staff to streamline workflows, automate manual tasks, implement best practices, and align processes to work optimally with technology.

Change Management:

- Successful digital modernization requires a high level of adoption. To achieve adoption, users must be confident in their abilities to use the new technology effectively on day one.
- Change management experts develop tailored strategies to engage and empower employees throughout the transformation.
- Training, communication plans, and resistance strategies are put in place to ease the transition and ensure user buy-in.

Vendor Management:

- We take responsibility for managing the relationship with the System Integrator engaged in your modernization project.
- Vendor management experts ensure that the System Integrator meets project milestones, adheres to contractual agreements, and delivers quality work.
- We function as a bridge between the organization and the System Integrator, facilitating effective communication and issue resolution.

Project Management & Program Leadership

MSSBTA works directly with an organization's leadership to ensure that the project efforts align with the strategy, that individuals (including implementation partners) are held accountable for their roles, and that sufficient governance is employed throughout the project lifecycle.

Vendor Selection & Management

Leveraging our experience, MSSBTA will partner with agencies to define true business requirements, develop comprehensive RFI, RFP, etc., and guide them through the evaluation and selection process. Once the preferred vendor is selected, MSSBTA can also assist Maricopa County in negotiating and accurately scoping the contract with the vendor.

Change Management

MSSBTA utilizes our Change Management consultants to create a communication plan, assess change readiness, and optimize the team experience to ensure they know how to improve the recommended processes. This ensures the agency is equipped to anticipate potential risks, realize the desired benefits more quickly and thoroughly, and ensure everyone involved in the initiative is on board with the plan. It also helps improve performance measured by KPIs, resulting in better bottom-line results.

Information Governance

MSSBTA utilizes a comprehensive Information Governance methodology to properly assess an organization's current IG state through a needs assessment, gap analysis, and benchmarking processes. This report yields future state recommendations and roadmaps for improvement. MSSBTA's process extends to help audit, enhance, and implement key IG program components such as a records retention schedule, policies and procedures, and training in accordance with our Change Management expertise.

**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.

MSS BUSINESS TRANSFORMATION ADVISORY, INC 7250 N 16TH ST STE 310 PHOENIX, AZ 85020

PRICING SHEET: NIGP CODE 91800, 91804

Terms: NET 30 DAYS

Vendor Number VC0000007734

Certificates of Insurance Required

Contract Period: To cover the period ending **February 28, 2026 2028.**