



NOTICE OF SOLICITATION

SERIAL 08067-ITN

INVITATION TO NEGOTIATE: DARK FIBER SERVICES

April 30, 2008

Dear Interested Parties:

Maricopa County is accepting proposals from Respondents who are interested in providing the County with DARK FIBER SERVICES.

Maricopa County (County) is the largest county in Arizona, the second largest government in the state, and is one of the fastest growing counties in the nation. Geographically, at 9,226 square miles, the County is the 14th largest county in the United States, larger than seven states. With over 2.9 million residents, it is the fifth most populous county in the nation and home to more people than seventeen states and the District of Columbia.

This Invitation to Negotiate (ITN) will define the general requirements and basic services being sought by the County, as well as the proposal procedures and the evaluation and award criteria, and other factors pertinent to this ITN. Any resultant contract will have a five-year term with five one-year renewals at the County's option (see attached Draft County contract).

We invite Respondents to submit a proposal to us by **2:00 P.M.**, Arizona Time, on **Friday, JULY 11, 2008** for consideration. Proposals received after that time and date may not be considered, at the County's sole discretion.

THERE WILL BE A PRE-PROPOSAL CONFERENCE ON JUNE 18, 2008, AT 9:00 AM AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 WEST LINCOLN STREET, PHOENIX, ARIZONA 85003

Mandatory minimum qualifications

Respondents shall meet the following mandatory minimum qualifications in order to be considered.

- Own the fiber cable (no sub-leases)
- County hardware to be deployed on each end of the fiber transport;
- Minimum throughput requirement to meet 10 gig
- Initial deployment timing – on/before October 1, 2008 for 234 N. Central Ave., Phoenix AZ.
- Fiber ring transport redundancy is required for the connectivity to the target locations

Proposal Components

Respondents should submit a proposal (not to exceed 50 pages) with the following information. .

- Response in detail to Exhibit B
- Price for services (Attachment A)
- Service Level Agreement Proposed (Must be included with Proposal);
- References;
- Copy of firms current Service Level Agreement;
- Confirmation that the Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency; and
- Any other information deemed relevant or important for the County to consider.

(Respondents must provide at least five (5) reference accounts to whom they have provided this service. Included must be the name of the government or company, summary of system provided/supported, including size, etc., individual to contact, phone number, street address and e-mail address. Preference in awarding a contract may be given to the Respondent furnishing government accounts similar in size to Maricopa County.)

Proposals should show all information necessary in order for the County to determine each Respondent's qualifications and ability to provide the services being sought

All administrative information concerning this ITN can be located at <http://www.maricopa.gov/materials>. Any addenda to this ITN will be posted on the Maricopa County Materials Management web site under the solicitation serial number.

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this ITN must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

NOTE: Maricopa County publishes its solicitations online and they are available for viewing and/or downloading at the following internet address: <http://www.maricopa.gov/materials/advbd/advbd.asp>.

Evaluation of Proposals – Selection Factors

A Proposal Evaluation Committee shall be appointed, chaired by the Materials Management Department, to evaluate and score the Proposals based on the criteria listed below. All proposals will be evaluated for compatibility with the County's goals and objectives. The pricing proposals shall be reviewed in conjunction with the experience of the Respondent in working with similar programs. Additional information may be requested from any or all of the Respondents during the evaluation process. The County reserves the right to reject any or all proposals. Selection of any Respondent is solely at the discretion of the County. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. The County will conduct negotiations with the highest rated Respondent(s). The following criteria are listed in descending order of importance.

- Location of fiber;
- Response to Exhibit B including (differentiators of your fiber infrastructure and services, including network protection/redundancy, surveillance monitoring, network restoration, network operations center (noc));
- Price (Attachment A)

Your response to this ITN indicates your agreement to these conditions.

Submission Guidelines

Proposals must consist of one original hard copy plus one electronic copy (CD) of your proposal in Word, Excel (Attachment A) and PDF and five CD's of the entire proposal in PDF format only. Proposals are due no later than 2:00 PM, Arizona Time on **July 11, 2008**.

Maricopa County Materials Management
320 West Lincoln Street
Phoenix, Arizona 85382
ATTN: Steven Dahle, Strategic Contract Manager

Any questions or explanations concerning this letter must be submitted via e-mail to Steve Dahle at sdahle@mail.maricopa.gov. Only those questions received in writing will receive a response.

Respondents to this ITN and their agents may only contact the Issuing Officer, Steve Dahle, Strategic Contract Manager, Materials Management Department during this process. If Respondents contact any other employee of the County, including Proposals Evaluation Committee members regarding this ITN before the final contract has been awarded by the Maricopa County Board of Supervisors, the Respondent's proposal may be disqualified from further consideration at the County's sole discretion.

Sincerely

Steven Dahle
Strategic Contract Manager

Attachments

Attachment A (Pricing)

Exhibits

Exhibit B, Scope of Services

Exhibit C, Draft Contract Pursuant to ITN

**ATTACHMENT A
PRICING**

SERIAL 08067-ITN

PRICING SHEET: NIGP CODE 92047

BIDDER NAME:

VENDOR # :

BIDDER ADDRESS:

P.O. ADDRESS:

BIDDER PHONE #:

BIDDER FAX #:

COMPANY WEB SITE:

COMPANY CONTACT (REP):

E-MAIL ADDRESS (REP):

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

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

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10 _____
NET 15 _____
NET 20 _____
NET 30 _____
NET 45 _____
NET 60 _____
NET 90 _____
2% 10 DAYS NET 30 _____
1% 10 DAYS NET 30 _____
2% 30 DAYS NET 31 _____
1% 30 DAYS NET 31 _____
5% 30 DAYS NET 31 _____

EXCEL '2003. RESPONSE WILL NOT BE ACCEPTED WITHOUT THE ACCOMPANYING
CDs IN YOUR SUBMITTAL. ANY RESPONSE NOT CONTAINING THE REQUIRED CDs MAY
BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED FOR EVALUATION OR
CONTRACT AWARD.

**ATTACHMENT A
PRICING**

1.0 PRICING:

**PER MONTH
PER MILE**

1.1 MONTHLY LEASE FEES FOR ALL SERVICES IN EXHIBIT B

\$ _____

**1.2 PURCHASE PRICE PER STRAND OF SM FIBER PER MILE
(EXPAND NUMBERS AS REQUIRED)**

\$ _____

EXHIBIT B
SCOPE OF SERVICES

1.0 INTENT:

To provide Maricopa County with access to a fiber optic cable ring to County facilities as required.

2.0 SERVICE PROVIDER REQUIREMENTS:

All Respondents are required to submit narrative responses relevant to each section as described below.

(Please describe the exact proximity of the your existing dark fiber ring to each of the target County locations. Graphical diagrams may also be submitted as a supplement to this response. The target Phoenix-based locations are outlined as follows):

- 2.0.1 Admin Building - 301 W. Jefferson St.
- 2.0.2 West Court Building - 111 S. 3rd Ave.
- 2.0.3 Central Court Building - 201 S. Jefferson St.
- 2.0.4 East Court Building - 101 W. Jefferson St.
- 2.0.5 Old Court House - 125 W. Washington Ave.
- 2.0.6 Facilities Management Building - 401 W. Jefferson St.
- 2.0.7 Chambers Building - 301 S. 4th Ave.
- 2.0.8 Clerk of Court - 601 W. Jackson St.
- 2.0.9 Forensic Science Center - 701 W. Jefferson St.
- 2.0.10 Downtown Justice Center - 620 W. Jackson St.
- 2.0.11 Sheriff Admin/1st Ave. Jail - 120 W. 1st Ave.
- 2.0.12 Madison Street Jail – 225 W. Madison Ave.
- 2.0.13 Fourth Ave. Jail - 201 S. 4th Ave.

2.1 Please describe the exact proximity of the dark fiber ring to each of the potential Metro-Phoenix collocation facilities. Graphical diagrams may also be submitted as a supplement to this response. Locations are outlined as follows:

- 2.1.1 8521 East Princess Drive, Suite 100, Scottsdale, AZ 85255
- 2.1.2 What are the locations of your carrier neutral collocation facilities (meet-me rooms)?
- 2.1.3 Outline the cost models for the following fiber installation methods:
 - 2.1.3.1 Aerial on existing poles
 - 2.1.3.2 Buried in existing conduit
 - 2.1.3.3 Jet fiber in micro conduit
 - 2.1.3.4 New trenching and laying of conduit

- 2.1.4 How many strands of single mode fiber are available.?
- 2.1.5 Identify recurring and one-time costs
- 2.1.6 Identify right of way charges such as:
 - 2.1.6.1 Per pole per month
 - 2.1.6.2 Per strand of support wire between poles per month
 - 2.1.6.3 Per meter of existing conduit
- 2.1.7 Identify annual maintenance charges
- 2.1.8 Does your company provide and support non-zero dispersion shifted fibers (nzdsf) for long-haul spans? If so, what is the cost model?
- 2.1.9 What is the process and SLA to support and resolve fiber breaks?
- 2.2 Outline the key features and competitive differentiators of your fiber infrastructure and services, including network protection/redundancy, surveillance monitoring, network restoration, and network operations center (noc), etc.
- 2.3 Describe the Metro-Phoenix footprint coverage of dark fiber
- 2.4 Identify key support/service partners
- 2.5 Identify technologies supported on the fiber ring such as cwdm, dwdm, sonet, metro-ethernet, etc.
- 2.6 Explain your project methodology and support model/process
- 2.7 Is enhanced single-mode fiber (e-smf) supported?
- 2.8 Describe your capacity to support lateral fiber ring connectivity and the associated SLA
- 2.9 What is the highest bandwidth available on your fiber ring (e.g. Oc-192, oc-768, etc.)?
- 2.10 Describe the billing options available
- 2.11 Describe the customer service availability and incident reporting capabilities available (standard and optional)
- 2.12 Document provisions and process for moves, adds and changes (macs)
- 2.13 Additional assumptions and requirements
 - 2.13.1 County hardware will be deployed on each end of the fiber transport
 - 2.13.2 Minimum throughput requirement is 10 gig
 - 2.13.3 Initial deployment timing – on/before October 1st, 2008 for 234 n. Central
 - 2.13.4 Fiber ring transport redundancy is required for the connectivity to the target locations
 - 2.13.5 All installation and construction costs must be clearly outlined and included in the contract (zero upfront cost for installation)

EXHIBIT C



(DRAFT CONTRACT)
CONTRACT PURSUANT TO ITN

SERIAL 08060-ITN

This Contract is entered into this ____ day of _____, 20__ by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and _____, an Arizona corporation ("Contractor") for the purchase of Dark Fiber Services.

1.0 TERM

- 1.1 This Contract is for a term of FIVE (5) years, beginning on the ____ day of _____, 20__ and ending the ____ day of _____, 20__.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of FIVE (5) years, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.

2.3 INVOICES AND PAYMENTS:

2.3.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 2.3.1.1 Company name, address and contact
- 2.3.1.2 County bill-to name and contact information
- 2.3.1.3 Contract Serial Number
- 2.3.1.4 County purchase order number
- 2.3.1.5 Invoice number and date
- 2.3.1.6 Payment terms
- 2.3.1.7 Date of service or delivery
- 2.3.1.8 Quantity (number of days or weeks)
- 2.3.1.9 Contract Item number(s)
- 2.3.1.10 Description of Purchase (product or services)

- 2.3.1.11 Pricing per unit of purchase
- 2.3.1.12 Freight (if applicable)
- 2.3.1.13 Extended price
- 2.3.1.14 Mileage w/rate (if applicable)
- 2.3.1.15 Arrival and completion time (if applicable)
- 2.3.1.16 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

- 2.3.2 Payment will 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 Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 2.3.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in Exhibit "B."

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless 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, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

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

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

4.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally

accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

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

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

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

4.2.1 Commercial General Liability.

Commercial General Liability 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 bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.2.2 Automobile Liability.

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

4.2.3 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than

\$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$5,000,000 disease policy limit.

Contractor waives all rights against County 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 pursuant to this Contract.

4.2.4 Certificates of Insurance.

4.2.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect 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 be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

4.2.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.5 NOTICES:

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

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

4.6 REQUIREMENTS CONTRACT:

4.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract.

4.7 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date etc. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County

shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

4.8 **TERMINATION FOR CONVENIENCE:**

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.9 **TERMINATION FOR DEFAULT:**

4.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

4.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

4.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

4.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.10 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

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

4.11 **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 under this contract.

4.12 **ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or

products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.13 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.14 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.16 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.17 ALTERNATIVE DISPUTE RESOLUTION:

4.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.17.1.1 Render a decision;

4.17.1.2 Notify the parties that the exhibits are available for retrieval; and

4.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.17.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for

attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.17.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.18 SEVERABILITY:

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 this Contract.

4.19 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.20 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, express or implied.

4.21 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 or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

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

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE