



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Award  Contract  Grant

Requested Board Meeting Date: July 3, 2018

\* = Mandatory, information must be provided

or Procurement Director Award

**\*Contractor/Vendor Name/Grantor (DBA):**

Keefe Group dba Keefe Commissary Network (Headquarters: St. Louis, MO)

**\*Project Title/Description:**

Commissary Program Services

**\*Purpose:**

Award: Master Agreement No. MA-PO-18-343. This Master Agreement is for an initial term of one year in the annual award amount of \$25,000.00 and estimated annual revenue amount of \$1,000,000.00 and includes four (4) one-year renewal options. Administering Department: Sheriff.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. 299754 was conducted. One (1) response was received. Award is to the responsive and responsible bidder.

PRCUID: 299754

Attachments: Notice of Recommendation for Award and Master Agreement.

**\*Program Goals/Predicted Outcomes:**

Provide commissary items, laundry vending and banking services for inmates incarcerated at the Pima County Adult Detention Center. Inmate Incentive Program will be able to provide popcorn to inmates in good standing.

**\*Public Benefit:**

The operation of the Commissary Program is no cost to tax-payers and allows inmates to purchase luxury items above and beyond the basic necessities provided by the County. The County receives a 48% commission on the sale of commissary items and laundry vending and these revenue funds are used to pay for popcorn, chaplain services, general education diploma program services, alcoholic and narcotics anonymous program services, upgrades and repairs to the facility, and other inmate items such as TV's and games.

**\*Metrics Available to Measure Performance:**

PCSD will monitor sales reports to ensure appropriate items are offered at reasonable prices.

**\*Retroactive:**

No.

**Contract / Award Information**

Document Type: MA Department Code: PO Contract Number (i.e.,15-123): 18-343

Effective Date: 8/1/18 Termination Date: 7/31/19 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* 25,000.00  Revenue Amount: \$ 1,000,000.00

\*Funding Source(s) required: Inmate Welfare Fund

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified?  Yes  No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number?  Yes  No

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e.,15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)  Award  Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e.,15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? \_\_\_\_\_

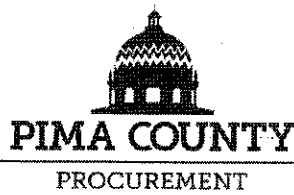
Contact: Jennifer Moore, Procurement Officer Division Manager: [Signature] 6/21/18

Department: Procurement [Signature] 6/21/18 Telephone: 520.724.8164

Department Director Signature/Date: \_\_\_\_\_

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: C. DeWitt 6/21/18  
(Required for Board Agenda/Addendum Items)



**NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: June 21, 2018

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. 299754 for Commissary Program Services that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after July 3, 2018.

Award is recommended to the responsive and responsible Bidder.

<u>AWARDEE NAME</u>	<u>ANNUAL AWARD AMOUNT</u>
Keefe Group	\$25,000.00 expense
dba Keefe Commissary Network	\$1,000,000.00 estimated revenue

**OTHER RESPONDENT NAMES**

None

Issued by: Jennifer Moore, Procurement Officer

Telephone Number: 520-724-8164

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Copy to: Pima County SBE via e-mail at [SBE@pima.gov](mailto:SBE@pima.gov).



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 1800000000000000343

MA Version: 1

Page: 1 of 2

Description: Commissary Program Services

I S S U E R	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	<b>Issued By:</b> JENNIFER MOORE
	<b>Phone:</b> 5207248164
<b>Email:</b> jennifer.moore@pima.gov	

T E R M S	<b>Initiation Date:</b> 08-01-2018			
	<b>Expiration Date:</b> 07-31-2019			
	<table border="1"><tr><td><b>NTE Amount:</b></td><td><b>\$25,000.00</b></td></tr><tr><td><b>Used Amount:</b></td><td><b>\$0.00</b></td></tr></table>	<b>NTE Amount:</b>	<b>\$25,000.00</b>	<b>Used Amount:</b>
<b>NTE Amount:</b>	<b>\$25,000.00</b>			
<b>Used Amount:</b>	<b>\$0.00</b>			

V E N D O R	<b>Keefe Group</b>	<b>Contact:</b> Angelo Leber
	<b>DBA: Keefe Commissary Network</b>	<b>Phone:</b> 800-411-0454
	<b>13369 Valley Blvd</b>	<b>Email:</b> aleber@keefegroup.com
	<b>Fontana CA 92335</b>	<b>Terms:</b> 0.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
This Master Agreement is for an initial term of one-year in the annual amount of \$25,000.00 and includes four (4) one-year renewal options. Estimated annual revenue is \$1,000,000.00. Attachment: Offer Agreement	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

**PIMA COUNTY**

Master Agreement No: 18000000000000000343

MA Version: 1

Page: 2 of 2

Line	Description					
1	Popcorn 10 oz 30 bags/ case					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	CS	\$10.20			
2	Inmate Order Reimbursement - Spillman Transfer					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			

**OFFER AGREEMENT**

**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with **Commissary Program Services to include Inmate Incentive Program Items** on an "as required basis" by issue of Delivery Order ("DO").

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Offerors, Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:**

The initial term of the MA will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties, effective on the date of issuance.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

Contractor Minimum Qualifications are intended to establish the Offeror's capacity and responsibility for providing the services or products contained herein. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the Offeror's bid to be rejected as **Non-Responsive**.

Check  appropriate response certifying agreement with the requirement and as applicable  the appropriate response certifying requested information/document is provided to substantiate meeting the minimum qualification.

MQ No.	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement and/or substantiating documents are attached.
1	<p><b>Responsible:</b> The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.</p>	<p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>
2	<p><b>Commissary Experience:</b> Contractor must be currently active and organized for the past consecutive three (3) years in the provision of correctional commissary products and online ordering/banking services.</p> <p>To substantiate meeting this MQ complete and submit <b>Exhibit A: Experience</b> form.</p>	<p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>
3	<p><b>Effective Experience:</b> Contractor must have (3) years of satisfactory/effective experience operating commissary program services of similar scope and annual sales volume of at least \$1,000,000.</p> <p>To substantiate meeting this MQ complete and submit <b>Exhibit A: Experience</b> form.</p>	<p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:****4.1 REVENUE/COMMISSION BASED CONTRACT**

This a revenue sharing contract. The costs to operate the Commissary Program are the sole responsibility of the Contractor and are to be covered in the selling prices of the Direct Commissary products and Laundry Vending use to the inmates.

The County will receive a percentage % of Adjusted Gross Sales (Less Postage and other Non-Commissionable Items like Phone Time and Link Credits).

Commission checks will be payable and as based on the following reports:

- weekly Direct Commissary sales
- weekly Direct Commissary refunds
- weekly Phone Time sales
- weekly Link Credit sales
- weekly Spillman Transfers
- monthly Family Internet sales and account deposits
- monthly Laundry Vending machines sales

The Contractor will submit these reports with the check to the PCSD Finance Unit. The Contractor will provide additional reports on sales as deemed necessary by the County.

The County will submit checks based on sales from Spillman to the Contractor on a weekly basis.

**Commission Accountability:**

Commissions will be paid per the defined period and will be accompanied by commission and summary report which will include: i) Date of report time, ii) Period covered total, and iii) Gross revenue (as defined above).

Failure to pay accurate commission on a regular, consistent basis will be grounds for cancellation, without penalty.

County reserves the right to audit commission on an annual basis. In the event any error to the detriment of the County is found (whether unauthorized deduction or other) Contractor will be responsible for immediate payment of the underpaid amount PLUS a penalty equal to 25% of the underpaid amount. Payment of such amount and penalty is non-negotiable. Failure to remit such payment within 15 days of notice will constitute default by Contractor.

Items ordered by the County for the inmate incentive program are non-commissionable.

**4.2 COMMISSARY PROGRAM****4.2.1 Direct Commissary (AKA – Weekly sales)**

- Items will be delivered to housing units at Main Jail (MJ) and Minimum Security Facility (MSF).
- On-Line Menu via Ordering Application (APP) must provide for all the items as listed in Exhibit A: Commissary Menu and Prices
- Phone Time and Link Credit will be available for ordering by inmates
- Unit Price includes sales tax when applicable.

**4.2.2 Laundry Vending Machines**

- Will be made available at the MSF, three housing units, only.
- Must provide four (4) washing units and (4) dryers for each of the three housing units at the MSF (see Housing Units 5A/B, 5C/D and 6E).
- Cashless System Operability: Inmates must be able to pay by Inmate Name Number and secured with Pin Number.

**4.2.3 Family Internet Online Ordering / Deposit website portal. Interested parties will have the ability to:**

- Deposit funds by debit/credit to an inmates account; Maximum deposit amount \$200.00/ per transaction.
- Deposit funds to a preloaded account for laundry machine use by inmates;
- order items from the Commissary Menu (Exhibit A) for an inmate(s).

**4.2.4 Third Party Coordination of Services**

County contracts with Global Tele-Link (GTL) for inmate phone service, Link Time and tablets. Contractor will work with the County to coordinate with Third Party vendors regarding aps, on-line menus, ordering and on-line ordering. The County nor the inmate will pay any processing fee related to ordering, commissary, Phone Time, Link Credit services or any other ancillary products.

**4.3 COMMISSARY AND BANKING SOFTWARE SYSTEMS**

**4.3.1 Training:** County and Contractor will be responsible to provide appropriate staff hands on training and materials for the use of respective software applications and hardware required for the operation of the Commissary Program.

The Contractor will provide effective training to the County staff as may be required to have sufficient understanding of system operability to answer questions that may be asked by inmates and their respective family members and to review reports.

**4.3.2 Pima County Spillman software system:**

PCADC utilizes Spillman for jail management to include inmate banking. The Contractor will utilize the Commissary module within this application. The County will use Spillman software to set-up and maintain an inmate fund account in Spillman for each inmate booked into the Pima County Jail. The Sheriff's Department will deposit funds into an inmates account into the Spillman Banking Module, and will process funds deposits by family and friends, and cash brought by inmates during bookings.

The Contractor will be granted access to Spillman to process the transaction total dollar amount. Contractor can also use Spillman to generate reports specific to their needs regarding inmate location and Spillman account fund balance.

A Commissary Order Menu Application (APP) allows an inmate to order Commissary Credits, Phone Time and Link Credits which essentially transfers Inmate funds contained in the Spillman Banking system into the Contractor's banking system. The Contractor will be responsible for all data entry into Spillman associated with inmate orders placed on a Commissary Order Menu Application (APP).

Tablets are used by inmates to view the Commissary Menu, account balances, orders placed by the inmate/family, and to order commissary items.

**4.3.3 Contractor Commissary and Banking software system:**

Contractors software will be used for commissary inmate ordering and banking purposes. The Contractor will be responsible for maintenance and support of all software providing for commissary and banking services on a twenty-four (24) hour, seven (7) day per week basis. The Contractor will respond, in a timely manner, to any notification by the County for maintenance service. All costs for maintenance, support, repair of all software and equipment will be borne by the Contractor and will not be deducted from any commissions.

Contractor's system will provide for Internet Family Ordering and Banking, Inmate Online Commissary Ordering including Phone Time, Link Credits and Vending Machine credits, Online Commissary Menu viewing and reporting.

Software system must provide an accurate, cashless accounting of all inmate monies and purchases. At a minimum, it must contain all of the features and reporting indicated below.

**Inmate Identification/Account**

- a) Each inmate will be assigned the Spillman Name Number (SNN) as a unique Identification Number.
- b) Must track positive and negative balances through repeated incarcerations of the same inmate.
- c) Reopen an existing account, utilizing the same inmate number (SNN) after the account has been closed.
- d) Allow for the classification of inmates for the purpose of precluding charges, deposits or orders being made on those accounts

**Commissary Ordering and Banking systems will be easy to operate and each inmate will:**

- a) Have an account and the ability to view available fund balance;
- b) Be able to view on-line commissary menu;
- c) Be able to place an online order for specific items from the commissary menu;
- d) Have the ability to view any order and the specific items ordered by a family member via the online portal;
- e) Receive electronic notification of delivery verification for each order.

**Accounts/Transactions**

- a) Deposit funds into the account:
  1. Inmate receivables – Commissary Credits, Phone Time and Link Credit.
  2. Family deposits – The banking software/service must provide
    - a secure website for (credit/debit card) deposits;



- 24 hour call center/toll free 1-800 phone number where outside persons can use a credit/debit card that will automatically debit/credit an inmate's account and will automatically deposit to the banking system (Contractor Banking).
- b) Allow for no debt – do not allow ordering if funds are not available.
- c) Allow for direct commissary and laundry vending purchases.
- d) Process adjustments for commissary goods not received and other transactions such as returns.
- e) Ability for County to charge an inmate for fees and fund transactions (such as medical, dental, and pharmacy, phone, and media)
- f) Allow for funds to be transferred from one inmate account to another by authorized PCSD personnel
- g) Allow funds to be transferred into an inmates account and tracked to identify where funds came from and who transferred funds into the account.

**Inmate Release**

- a) Close an account with a detailed statement and pay the inmate's balance by check and/or Debit Card
- b) Provide an 800 number for inmate to arrange for closing of account
- c) There will be no charge to the inmate to use or close an account
- d) Inmates that do not close an account, the money will remain in the account for possible use in the future. The Contractor will not default on the account due to inactivity.

**Reporting**

- a) Provide reports on commissary orders, order returns/credits, commissary sales, and products offered.
- b) Inmate fund transfers from Spillman to Contractor's banking system.
- c) Provide reports on frozen inmate accounts with administrative holds or other county designated restrictions
- d) Provide account summaries (both individual and PCADC including transaction history).
- e) Software must allow for the generation of reports using multiple query formats.

**PCADC Staff Use**

The software must have the ability for PCADC staff to:

- a) Request that an order be adjusted and Contractor's staff to do such an adjustment.
- b) Review an individual inmates order
- c) Review reports

**Software Support**

- a) Contractor must provide dedicated technical support both online and on site if necessary to ensure system, software and equipment is functioning properly and any issues are responded to within two (2) hours and corrected within eight (8) hours of notification.
- b) Data backup will be on a daily basis.

**Sales Tax and Reporting**

The Contractor's commissary banking system must provide a method of handling sales tax at the current rate whereby tax can be collected on taxable items and forwarded to the appropriate taxing entity, and be capable of modifying future tax-rate changes. Collection of local sales taxes will be the responsibility of the Contractor. The Contractor will file monthly or quarterly sales tax forms and a copy sent to the PCSO Finance Division.

**4.4 COMMISSARY WEEK AT PIMA COUNTY**

The Contractor will perform Ordering and delivery tasks in a manner that is conducive to ease of operations at the PCSD and as approved by Sherriff management. Commissary week and the associated tasks must provide minimal disruption to the order established by the County. Below is a general outline of the ordering process indicating days of the week that permit an effective process for the delivery and documentation of inmates orders in both Software Systems. The Contractor will be responsible for providing Inmate Commissary order forms on a weekly basis to inmates with current account balances.

**Ordering Process:** Inmates must be allowed to order at least one (1) time per week (M-F). Back-Orders are not allowed.

- a) Contractor will manually process the orders, deducting Commissary Credit, Phone Time and Link Credit dollar amounts in Spillman live on Wednesday, effectively transferring account balance from Spillman to the Contractors banking system.
- b) Orders, using inmate labor (if available), are packaged on Wednesday afternoon and all day Thursday. NOTE: Inmate labor will only be used for filling orders and general cleaning of the Order Fulfillment Center if needed. Generally, between 8 -10 inmates will be available during daylight hours, Monday – Friday. NOTE: PCADC inmates are not permitted to deliver commissary items to inmates. Use of inmate labor is not guaranteed.
- c) Contractor staff will deliver Inmate orders on Friday afternoon to a few "Lockdown" units, but all General Housing Units will receive the orders on Saturday (Inmate labor will not be used for deliveries). Any deviations from the delivery schedule must be approved in advance.

- d) Orders will be delivered in bags with two (2) hardcopies of the order receipt. The receipts will contain, at a minimum, the inmate's name, cell location, Name Number, date, the items and quantity ordered, and the order total. The receipt will have a line showing sales tax and the balance of the inmate account after the order processing. The receipt should clearly note any ordered items rejected due to lack of funds, out of stock, or any other reasonable explanation to limit discrepancies at the time of delivery. The receipt must have a signature line or area for the inmate to acknowledge receipt of the commissary bag.
- e) Monday the Contractor will process all refunds in Spillman and their Banking System and send report(s) to Sheriff Department, Finance Division.

**Refunds for Returns/Credit Policy:**

1. In the event delivery was made to an inmate that was released, the Contractor will hold items for two weeks allowing the inmate to come and pick-up at the Contractor pick-up window. Items not picked-up in two weeks will be considered abandoned and become the property of Pima County. These abandoned items are used by the County as incentives for inmates to do odd jobs.
2. In the event an inmate returns product(s) that are expired, spoiled or damaged upon delivery and not replaced that same day as delivered, the inmates account will be credited or item exchanged.
3. In the event the inmates account is over charged, credits will be applied. The Contractor will apply credits every Monday, in their banking system.

**4.5 ORDER FULFILLMENT CENTER (Center)**

PCADC currently has an 1800 square foot building outside the secure jail complex perimeter that may be utilized by the Contractor to store and package commissary orders. The County will provide a computer dedicated to the use of Spillman order processing.

If the County's Order Fulfillment Center is utilized, the Contractor will be responsible for utilities and other direct expenditures related to the use of the building. The Contractor will assume all costs for a computer, internet, telephone service, faxing, copying, and other office expenses associated with the Commissary program – including utilities. This will include any expenditure related to those items necessary to meet OSHA and Inmate Labor use requirements.

All equipment, shelves, computer, tools, supplies and material necessary to process orders will be provided by the Contractor. Such items will be handled by Contractor staff and Inmate help in accordance with PCSD rules and regulations. Tools and materials must be carefully controlled at all times and locked when not in use.

The Commissary Manager will be issued keys to the center and if lost will be responsible for the cost of re-keying and replacement of lock cylinders. Keys may not be duplicated at any time by the Contractor. The loss of any key is to be reported immediately to the PCSD Shift Supervisor (uniformed staff) and followed by a written report.

PCADC reserves the right to reallocate the use of the center for other purposes, and will give the Contractor ninety (90) days' notice to vacate the premises. This does not void the contract or the requirements for the Contractor to provide inmate commissary services.

**4.6 LAUNDRY VENDING MACHINES**

**Specification Requirements:**

Provide Energy Star, Energy Efficient or ECO-Friendly rated machines.

Machines must be models of current production, latest design and technology, new and unused.

Machines must be secure and not have any part or piece, which can be removed by an inmate and used as a weapon or used to hide contraband, i.e. lamps and lightbulbs.

**Service of Vending Machines:**

Install, service and maintain using the highest standard of quality and care.

Maintenance response time guaranteed of a twenty-four (24) hour window for service.

The laundry machine maintenance Contractor must also be able to provide service and repair locally, on an on-call basis.

Monitoring of these machines will be the responsibility of the Contractor.

**4.7 GENERAL TERMS**

**4.7.1 Notice Warning**

Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, will be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.

**4.7.2 Contraband**

Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting contraband:

- 4.7.2.1 By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- 4.7.2.2 By knowingly conveying contraband to any persons confined in a correctional facility; or
- 4.7.2.3 By knowingly making, obtaining, or possessing contraband in a correctional facility.

**4.7.3 Background Screening**

The County will perform background checks, clearances and random drug screening on Contractor staff, including subcontractors, at no cost to the Contractor.

**Background Checks** are required on all employees who require access to the secure confines of a jail facility or have direct inmate contact as needed to perform contracted services.

The County will provide and requires the following forms to be completed for each person the Contractor assigns to perform services under the terms of this contract:

- Background questionnaire which includes criminal history information
- Fingerprinting and screening form
- NCIC/ACIC records check form to include law enforcement agency check or previous past correctional institution employment, current and prior residences
- Drug screening form and test

Contractor will be required to provide any other employee information deemed necessary by the County to obtain a background check and/or clearance for the employee requiring access to the Facility.

Any person with a history or conviction of any felony charges related to the introduction of contraband to a Correctional Facility or sexual misconduct with inmates or other serious felonies will fail the background screening. Failure to pass a background screening will result in clearance denial and access to a secure jail facility will not be granted.

**Clearance:** Contractor's staff, including subcontractors (i.e. vending machine repair personnel) needing access to a secure jail facility will be granted clearance for entrance to the facility after the successful completion of a background screening process detailed herein.

Access to a secure jail facility is determined by the County and may be revoked at any time by the County.

The Contractor's employees when on site, as well as any sub-contractors, will be required to follow PCSD rules and regulations regarding jail facility operations. Employees will be provided a copy of these regulations upon their assignment to perform services at a jail facility. Failure to follow the rules and regulations outlined in the policies may be cause to revoke access to the facility.

The failure of a person to successfully pass the background screening and obtain clearance does not relieve the Contractor of the obligation to provide contracted services.

**Drug Screening:** Contractor's employees will be required to participate in continued random drug testing while working inside the Adult Detention Center Complex.

**Security**

The Contractor will be responsible for ensuring that all personnel, equipment, tools, keys and supplies/materials comply with any and all rules regulations, and procedures of the PCSD and the individual facilities. Questions should be addressed to designated PCSD Commissary Liaison Officer at the facility. The individual facility rules, regulations and procedures governing the entry and conduct of staff working inside the facility will be made available and explained at the point of entry.

All personnel entering a facility will be subject to a search of their person and personal items. Such searches may be frisk searches, searches by metal detectors or searches by narcotics detection canines.

All equipment, tools, supplies and material will be handled in accordance with PCSD rules and regulations and will be monitored by the PCSD Commissary Liaison Officer. Tools and materials must be carefully controlled at all times and locked when not in use.

Contractor's personnel or representative are limited to movement to, from and within their assigned work areas. No contact is allowed with inmates unless expressly cleared and approved by the County.

No person who appears to be under the influence of drugs or alcohol or who is otherwise impaired will be allowed entry into a correctional facility.

The PCSD reserves the right to deny entrance to anyone who is suspected of a breach of security for failure to follow published rules, regulations or procedures.

All Contractor's personnel, at all times, while on County premises, must be in possession of a valid identification with a recent, clear photo that will be provided by the County.

The Contractor will not furnish free or discounted snacks or beverages to their employees or to County employees as a direct operating expense of the Commissary Program.

Upon request by the County, the Contractor will meet for the purpose of reviewing the program. The Contractor will be required to explain deviations, discuss problems, and mutually agree on a course of action to improve the operation of the Inmate Commissary program.

### **Management**

The Contractor will designate one employee as the PCADC Inmate Commissary Manager (ICM), who will be responsible for the day-to-day operations of the Commissary Program.

The Inmate Commissary Manager (ICM) will be on site a minimum of 40 hours per week to effectively operate the Pima County Commissary Program.

ICM managerial responsibilities include, but are not limited to: supervise and train workers, process Background Screening forms with PCADC staff, direct contact with PCADC staff, attending meetings with PCADC staff, resolve inmate grievances related to the Commissary orders, handle requests for maintenance service, ensure products are ordered, delivered and received.

ICM will also be responsible to ensure the commissary work week tasks are completed in a timely and effective manner with sufficient staff to carry out the following:

- o Administrative work associated with data entry, printing Spillman Order Forms.
- o Delivery - provide order forms to inmates, deliver commissary packages to inmates
- o Packing – receive product deliveries and package individual commissary orders
- o Stocking – daily to restock vending machines with product
- o Maintenance and repair of laundry and vending machines

### **Training**

Contractor's Staff Training will be the responsibility of the Contractor to see that all employees hired to work in the Inmate Commissary are informed of all pertaining laws, policies and procedures for both the Department and the Contractor, relative to their job and relations with inmate workers. All Contractor personnel will receive New Employee Orientation (provided by COUNTY) and refresher training as required by the Department. New employees of the Contractor will be expected to attend the first available orientation class after being hired.

### **Performance Standards**

The Contractor will be required to maintain and comply with all occupational safety and health standards and regulations promulgated by the Federal, State or local authorities. Contractor staff may utilize inmate labor to package orders.

### **General responsibilities and requirements of the County**

The County will make available, heat, lighting, ventilation and the necessary utilities at the Order Fulfillment Center for the processing of commissary orders. In addition, the Center has designated office space with a computer for use of the Spillman software system for data entry/retrieval purposes ONLY.

The County will contract for the trash removal and pest control on a regular basis, in accordance with all County Policies and PCSD Security Procedures. The County will perform general maintenance and repair of the building structure, natural gas system, water, steam, sewer, electrical, ventilation, heating, floors and floor covering, walls, ceilings, windows, doors.

The County reserves the right to send into areas assigned to the Contractor at any time for inspections, repairs, tours or other purposes deemed appropriate by the County.

The County will review and direct the Contractor per the terms of the contract with respect to the quality and quantity of items being sold, method of service thereof, operational hours, safety issues, sanitation, and the maintenance of the commissary office areas.

The County will require the Contractor to remove any of its employees from the County's premises for any reason sufficient to the County. Any and all such removals will be made in the name of the Contractor and the responsibility thereof, will be assumed by the Contractor.

**Holiday's and changes to the commissary week**

At least 30 days' notice, and be approved by the County, must be given to staff and inmates with any adjustment in dates of commissary services or deliveries.

**Product**

Product or model discontinued: The County, at its sole discretion, may allow the Contractor to provide a substitute for the discontinued item. The Contractor will request permission to substitute a new product or model and provide the following: A Sample of the new product or model Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specification required by the original solicitation.

Due to security reasons, the County may have specific packaging guidelines. These guidelines will include, on many products, specific requirements that no metal, no glass, no hard plastic containers, nor any sharp objects on the packaging be used.

Food items must be wrapped/packaged and dated for individual consumption.  
All containers must be made of unbreakable material and clear where possible.  
All consumable items must be nonalcoholic (mouthwash etc.)

**START-UP**

Upon the award of the contract, the Contractor will provide a liaison with the County to coordinate:

- sample of each product to ensure the COUNTY is okay with the item, safety and security is paramount;
- discuss the installation of 'family internet ordering';
- discuss the transition of subcontractors (laundry maintenance);
- discuss the transition of personnel i.e Processing of Background Screening forms for all Contractor employees
- discuss the installation date of laundry vending machines
- discuss the definition of a 'commissary' week: how and when order forms will be made available to inmates, including submission deadlines, what day pickup of order forms are done; how many days after pickup product will be delivered, etc.

The Contractor will conduct training sessions with the inmates in their housing units (or written instructions that can be uploaded to the Tablets) to explain the commissary process, how to use the online – Menu APP.

The Contractor will be expected to begin providing Commissary ordering capability to the inmates within the first week of the contract.

There will be no break in commissary service to the inmates.

Commissary menus will be emailed to the PCSD Commissary Liaison 3-4 days before the start of commissary services. If menu is not available via APP, complimentary hardcopy of the menu will be provided to each inmate.

Family Web-Ordering posters must be displayed in all housing units and flyers made available in all visitation areas for the public that detail the web address and ordering options. Posters will not include prices. Contractor will replenish flyer stock in visitation area as needed.

Family ordering website must be fully operational by the start of the contract.

Within six (6) months of the contract being awarded, the Contractor will have one of two options available for inmate commissary ordering. They will work with the current tablet provider to establish a paperless ordering system. Either by providing an application of their own to be placed on the tablet, or use the current tablet Contractor's application. Either way, Pima County employees will not be involved with the commissary order forms distribution process.

**TRANSITION**

At the termination of this agreement, should a different Contractor be selected to provide these services, a coordination team may be formed to plan and manage those actions required to achieve smooth, efficient and orderly transition and provision of services from the current to the subsequent Contractor. This team will consist of competent representatives, as determined by the County, the CONTRACTOR, and the subsequent Contractor. Contractor will participate and cooperate with the COUNTY and subsequent contractor to transition these services as required to avoid and minimize the frequency, and duration of any preventable service interruptions and costs.

**5. OFFER ACCEPTANCE AND ORDER RELEASES:**

County will accept offer and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO to the Contractor.

PCSD will furnish a Delivery Order to the Contractor for the remittance of weekly commission owed to the Contractor for inmate purchases accounted for by a Spillman Account.

PCSD will furnish a Delivery Order to the Contractor for the items purchased by the County for the Inmate Incentive Program.

County will furnish the DO to Contractor via facsimile, e-mail or telephone. If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.

Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

**6. ACCEPTANCE OF GOODS AND SERVICES:**

The County Department designated on the issued order (DO) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

**7. COMPENSATION & PAYMENT:**

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's DO document. Requests for payments or invoices will be submitted for orders placed by the County for the Inmate Incentive Program. All Invoice documents will reference the County's Delivery Order (DO) number.

Standard payment terms are Net 30 for items purchased by the County.

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that has not previously defined unit pricing.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*. Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

Price Warranty. Contractor will give County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the annual renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. **County makes no guarantee regarding actual orders for items or quantities during the term of the agreement.** County is not responsible for Contractor inventory or order commitment.

**COMMISSION and UNIT PRICES SCHEDULE**

<b>ITEM #</b>	<b>ITEM NAME</b>	<b>PERCENTAGE RETURN:</b> What is the percentage commission from gross sales the County will receive from commissary sales to PCADC inmates?																														
	Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications																															
1	<b>Direct Commissary</b> Refer to Exhibit A: Menu List & Prices	48%																														
2	Inmate Laundry Vending  Price Per Wash \$1.00 Price Per Dry \$ 1.00  Make/Model Washing Machines: <b>Maytag model 5Matt12</b>  Make/Model Dryer Machines: <b>MDE16RDYW</b>	48%																														
3	Family Internet Online Ordering – Direct Commissary Items - Menu	48%																														
4	Online Delivery Fee <b>\$5.95</b>																															
5	Money Deposit Transaction Fee: <table border="1" style="margin-left: 20px;"> <thead> <tr> <th></th> <th>Deposit Range</th> <th>Fee</th> </tr> </thead> <tbody> <tr> <td>Web-Credit Fee</td> <td>\$0.01 - \$19.99</td> <td>\$3.95</td> </tr> <tr> <td>Web-Credit Fee</td> <td>\$20.00 - \$99.99</td> <td>\$6.95</td> </tr> <tr> <td>Web-Credit Fee</td> <td>\$100.00 - \$199.99</td> <td>\$8.95</td> </tr> <tr> <td>Web-Credit Fee</td> <td>\$200.00 - \$300.00</td> <td>\$10.95</td> </tr> <tr> <td>Phone-Credit Fee</td> <td>\$0.01 - \$19.99</td> <td>\$4.95</td> </tr> <tr> <td>Phone -Credit Fee</td> <td>\$20.00 - \$99.99</td> <td>\$7.95</td> </tr> <tr> <td>Phone -Credit Fee</td> <td>\$100.00 - \$199.99</td> <td>\$9.95</td> </tr> <tr> <td>Phone -Credit Fee</td> <td>\$200.00 - \$300.00</td> <td>\$11.95</td> </tr> </tbody> </table>		Deposit Range	Fee	Web-Credit Fee	\$0.01 - \$19.99	\$3.95	Web-Credit Fee	\$20.00 - \$99.99	\$6.95	Web-Credit Fee	\$100.00 - \$199.99	\$8.95	Web-Credit Fee	\$200.00 - \$300.00	\$10.95	Phone-Credit Fee	\$0.01 - \$19.99	\$4.95	Phone -Credit Fee	\$20.00 - \$99.99	\$7.95	Phone -Credit Fee	\$100.00 - \$199.99	\$9.95	Phone -Credit Fee	\$200.00 - \$300.00	\$11.95				
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<b>Unit Prices and Items purchased by the County for the Inmate Incentive Program</b>																																
The county will purchase about 1200-1500 items weekly for a snack incentive program, keeping individual and common areas clean.																																
<b>ITEM #</b>	<b>ITEM NAME</b>	<b>Estimated Annual Usage QTY</b>	<b>UOM</b>	<b>Unit Price \$</b>	<b>Estimated Annual Sales \$</b>																											
	Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications																															
6	Popcorn, 10 oz bag 30 bags/case	2400	CASE	\$10.20	\$24,480.00																											

**TAX:** County is tax exempt for the food, drink, condiments items purchased by the County for consumption by inmates housed at the PCADC, under the Sheriff's jurisdiction. A completed Arizona Form 5000 will be provided to Contractor, as requested.

**8. DELIVERY:**

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will maintain delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) at the Adult Detention Center Complex.

The Contractor will maintain sufficient stock levels in order to limit shortages. The Contractor will not substitute and will have an order fill rate of at least 98%. Back orders will not be allowed.

**Order Fulfillment Center**  
1250 W. Silverlake Road  
Tucson, Az 85713

**Orders placed by Pima County**  
Pima County Adult Detention Center,  
1270 W. Silverlake Road, Tucson, Az, 85713  
Monday-Friday, 8:00 a.m.– 3:00 p.m.

**9. TAXES, FEES, EXPENSES:**

County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

**10. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 299754 including the Invitation for Bids, Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance will be placed with companies licensed in the State of Arizona and the insureds will have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Minimum Scope and Limits of Insurance:**

Contractor will procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

**Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, personal/advertising injury and products – completed operations.

**Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

**Workers' Compensation (WC) and Employers' Liability** – Arizona Statutory requirements and Employer's Liability coverage with policy limits of \$1,000,000 and each accident and each person - disease.

**Professional Liability (Errors and Omissions) Insurance** – This insurance is required by Pima County when Professional Liability or any other E&O coverage is excluded from the Contractor's CGL policy. The E&O policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy will cover professional misconduct or negligent acts of anyone performing any services under this contract.

**Network Security (Cyber)/Privacy Insurance:** Coverage will have minimum limits not less than \$2,000,000 Each Claim with a \$2,000,000 Annual Aggregate. The insurance will include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and



electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

**Claim-Made Insurance Coverage** - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

**Additional Insurance Requirements:**

The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

**Additional Insured:** The General Liability and Business Automobile Liability Policies will each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

**Subrogation:** The General Liability, Business Automobile Liability and Workers' Compensation policies will each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**Primary Insurance:** The Contractor's policies will stipulate that the insurance afforded the Contractor will be primary and that any insurance carried by Pima County, its agents, officials, or employees will be excess and not contributory insurance.

Insurance provided by the Contractor will not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium.

**Verification of Coverage:**

Contractor will furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer will sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract will be sent directly to the appropriate County Department. The Certificate of Insurance will include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**Approval and Modifications:**

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing.

**12. SECURITY** – Contractor will establish and maintain security for County's Data and the System as well as access that include the following requirements:

12.1 *Physical Security.* Contractor offices and data center will only be accessible to authorized personnel. All visitors or third parties must fill out the office log and if required, the data center access log, which maintains a record of the following:

- 12.1.1 Visitor name
- 12.1.2 Date of Visit
- 12.1.3 Time of Entry
- 12.1.4 Purpose of Visit

- 12.1.5 Time of Departure
- 12.1.6 Initials of Escort
- 12.2 **Network Security.** Contractor's servers will be fire-walled from the Internet at large. Inbound access to the Contractor environment will be controlled using a series of firewalls, switches, and application layer controls.
  - 12.1.7 By default, all inbound network access is blocked. The traffic that has been deemed necessary is explicitly permitted inbound as outlined in this section.
  - 12.1.8 Inbound access from the Internet to the Contractor network will only be permitted based on the following rules:
    - 12.1.8.1 Access to the Web Application Servers is permitted on specific ports; all other ports are blocked. This network-layer port filtering occurs on both the external firewalls and the internal "DMZ" switches. Inbound traffic must filter through both external hardware devices and an IDS (Intrusion Detection System) sensor located within the DMZ prior to passing on to the Web Application Server.
    - 12.1.8.2 Access to the communications cluster is permitted based on strict access-list controls based on the sender's IP address(es). As Contractor establishes a transmission relationship with a manufacturer, wholesaler, or VAN, the IP address and the port number are hard coded into the external firewalls. Only traffic originating from authorized parties over a pre-defined, non-standard port is allowed into the communications environment. An additional conduit has been opened to a third party Contractor to allow for daily vulnerability scans to take place.
    - 12.1.8.3 Optionally Contractor customers can enable "Advanced Security", which forces users to originate from a pre-defined IP address or range in order to access the Contractor application.
- 12.2 **Hardware Security.** Licensee Data will be stored in environments consistent with data redundancy and data protection standards necessary for recovery and maintenance. In the event of individual drive failure, no degradation of access level or time will occur. Contractor will provide regular backup of the Licensee Data to both a network accessible storage appliance at all times as well as off-site storage of said backup data.
  - 12.2.1 **System Application Security.** Contractor's System will maintain limited accessibility with all user access and control managed through password security that is under the control of the Licensee. Complete control is in the hands of authorized Licensee designated administrative user(s). Licensee will determine what access a user is allowed to have and whether any restrictions will be put in place for a given user.
  - 12.2.2 **Security Audits.** Contractor will schedule regular security audits at the firewall level, the server level, and the application level, consistent with control objectives and processes defined in the data center's SAS70 audit process. Contractor will provide the capability for using strong passwords to access the application by a Licensee but it will be the responsibility of the Licensee to verify that only strong passwords are implemented and that they are changed at a Licensee acceptable frequency.

**13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that it incorporates the following solicitation addenda in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
1	June 7, 2018				

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE-certified as defined by the solicitation "Instruction to Offerors" section? Yes  No  (Select one)

If 'Yes', have you included your certification document? Yes  No  (Select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Keefe Group, LLC

BUSINESS ALSO KNOWN AS: Keefe Commissary Network

MAILING ADDRESS: 13369 Valley Blvd.

CITY/STATE/ZIP: Fontana, CA 92335

REMIT TO ADDRESS: PO Box 840100

CITY/STATE/ZIP: Kansas City, MO 64184

CONTACT PERSON NAME/TITLE: Angelo Leber, Regional KCN Manager

PHONE: 800-411-0454 FAX: 909-357-2352

CONTACT PERSON EMAIL ADDRESS: Aleber@keefegroup.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: dujohnson@keefegroup.com

CORPORATE HEADQUARTERS ADDRESS: 1260 Andes Blvd, St. Louis, MO 63132

WEBSITE: keefegroup.com

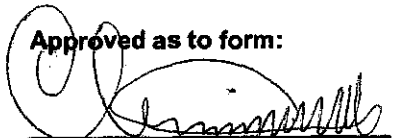
By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement must constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's "Other Documents" article.

SIGNATURE:  DATE: June 15, 2015

Terry Schroeder, Group Vice President  
**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**

PHONE AND E-MAIL: 800-411-0454 tschroeder@keefegroup.com

**County Attorney Contract Approval "As to Form":**

Approved as to form:  
  
 Deputy County Attorney

6-18-2018  
 Date

## Exhibit A: Menu and Price List

During the term of the contract, retail selling prices adjustments will be considered by the County on annual basis, in conjunction with the annual renewal period. The Contractor agrees in the event of a request for adjustment in any product retail unit price, the Contractor will notify the County in writing of the requested adjustment, the requested effective date, and provide justification of the requested adjustment prior to the requested effective date of the adjustment. The County must agree in writing to any change in retail selling price, and/or change in any profit percentage, prior to a price adjustment going into effect.

	ITEM DESCRIPTION	PACKAGING, size, quantity, weight	Stock Number	Retail Unit Price \$
<b>Condiments</b>				
1	Coffeemate Liquid Creamer Hazelnut	indv self pk	2031	\$0.45
2	Coffeemate Liquid Creamer Irish Cream	indv self pk	2032	\$0.45
3	Gen Salt 10 PK	each, 10 pk	2035	\$0.45
4	Gen Spice Pepper	each, 10 pk	2036	\$0.45
5	Sugar Twin Sugar Substitute Regular	each, 10 pk	2080	\$0.25
6	Gen Sugar 1 Srv 2000/Cs Paper Pkt	each, 10 pk	2081	\$0.25
7	Sugar Twin Sugar Substitute Regular	100ct/Box	2083	\$0.25
8	Squeezum Mayonnaise Regular	12 pk, each	6262	\$1.35
9	Squeezum Mustard Regular	12 pack	6263	\$1.15
10	Squeezum Ketchup Regular	12 pack	6264	\$1.15
11	Squeezum Hot Sauce	12 pk, each	6268	\$1.15
12	Squeezum Jelly Grape	12 pk, each	6412	\$0.35
13	Keefe Kitchens Peanut Butter Creamy	18 oz	6417	\$4.25
<b>Coffee / Drinks</b>				
14	Keefe Freeze Dried Coffee Decaf Colombian	3 oz	2011	\$4.60
15	Maxwell House Coffee Regular	4 oz	2017	\$5.35
16	Keefe Tea Bags Regular	100ct	2029	\$3.75
17	Keefe Drink Mix French Vanilla Cappuccino	8 oz	2041	\$2.55
18	Keefe Hot Cocoa	.8 oz	2070	\$0.65
19	Cafe Bustelo Coffee 3.5 oz	3.5 oz	2112	\$5.35
20	Sevilla Horchata Sf	5.64 oz	2167	\$3.00
21	Sweet Fusions Drink Mix Orange	63oz	2200	\$0.55
22	Cool-Off Drink Mix Sf Black Cherry	10 packs	2202	\$2.85
23	Cool-Off Drink Mix Sf Lemonade	10 packs	2203	\$2.85
24	Cool-Off Drink Mix Sf Watermelon	10 packs	2204	\$2.85
25	Keefe Coffee Alturo Blend	3 oz	2282	\$4.30
26	Keefe Coffee Colombian Blend	3 oz	2283	\$4.45
27	Kool Aid Drink Mix Grape	6 oz pack	2311	\$1.60
28	Kool Aid Drink Mix Tropical Punch	12 oz each, 10 pk	2331	\$3.25
29	Kool Aid Drink Mix Cherry	6 oz pack	2334	\$1.65
<b>Pastries/ Snacks/Chips/Nuts</b>				
30	Fritos Corn Chips Chili Cheese	2 oz	2737	\$1.25
31	Nature Valley Granola Bar Sweet & Salty Almond	1.2 oz	2757	\$1.25
32	Chattanooga Moon Pie Choc Dbl Decker	2.75 oz	3026	\$1.10
33	Golden Valley Crackers Saltine	16 oz **	3107	\$3.00
34	Keebler Crackers Club	5.3 oz	3110	\$2.40
35	Kelloggs Pop Tarts Blueberry	14.7 oz 8 ct	3194	\$3.00
36	Kelloggs Pop Tarts Strawberry	14.7 oz 8 ct	3197	\$3.00
37	El Sabroso Tortilla Chips Salsitas Salsa	1.5 oz	3215	\$1.40
38	Fiddle Faddle Popcorn Caramel W/Peanuts	.75 oz	3242	\$2.75
39	Danish Iced Cinnamon Swirl	5 oz	3248	\$1.50
40	Market Square Honey Bun Choc Iced	4.75 oz	3273	\$1.50
41	Market Square Monster Honey Bun Iced	6 oz	3274	\$1.55
42	Delmonte Mixed Fruit In Syrup	4 pack	3277	\$2.50
43	Kraft Pudding Choc	3.5 oz	3278	\$1.25
44	Kraft Pudding Vanilla	3.5 oz	3283	\$1.25
45	Market Square Donut Strawberry	4 oz	3290	\$1.55
46	Kelloggs Rice Krispie Original	1.3 oz	3309	\$1.00
47	Market Square Cake Swiss Roll	12 oz	3331	\$3.85
48	Golden Valley Cereal Frosted Flakes	21.5 oz	3358	\$6.05
49	Cloverhill Danish Apple	4.25 oz	4185	\$1.75
50	Kelloggs Rice Krispie Treat Dbl Choc Chunk	1.3 oz	4368	\$1.00

51	Cheese Danish Blueberry 4.25 Oz	4.25 oz	4430	\$1.50
52	Cheese Danish Strawberry	4.25 oz	4431	\$1.50
53	Market Square Brownie Fudge	6 pk 1.75 oz ea	4432	\$3.75
54	Whole Shabang Snack Mix	6 oz	5156	\$2.50
55	Market Square Bakery Cookies Choc Mint Creme Double Stuffed	6 oz	5157	\$2.65
56	The Whole Shabang Potato Chips Origina	1.5 oz	6079	\$1.20
57	Moon Lodge Potato Chips Regular	1.5 oz	6100	\$1.20
58	Moon Lodge Potato Chips Stuffed Jalapeno	1.5 oz	6102	\$1.20
59	Moon Lodge Potato Chips Bbq	1.0 oz**	6105	\$1.20
60	Cactus Annies Pork Rinds Hot & Spicy	2 oz	6127	\$1.95
61	Cactus Annies Tortilla Chips Nacho	5oz	6142	\$1.95
62	Moon Lodge Potato Chips Buffalo Wing Blue Cheese	1.5 oz	6153	\$1.20
63	Doritos Tortilla Chips Nacho Cheese	2 oz chips	6154	\$1.20
64	Cheetos Cheese Crunchy Flamin Hot	1.75 oz bag	6159	\$1.25
65	Cheetos Cheese Crunchy	2 oz	6167	\$1.25
66	Moon Lodge Microwave Popcorn Extra Butter	.75 oz	6201	\$1.00
67	King Nut Snack Mix Student Mix	3.25 oz	6208	\$1.50
68	King Nut Snack Mix Cajun	3.5 oz	6212	\$1.50
69	King Nut Snack Mix Healthy	3.25 oz	6213	\$1.45
70	Corn Nuts Corn Nuts Chile 1.4 Oz	1.4 oz	6220	\$1.25
71	Corn Nuts Corn Nuts Ranch 1.4 Oz	1.4 oz	6234	\$1.25
72	Cactus Annies Corn Chips Chili Cheese 12 Oz	12 oz	6247	\$3.50
73	Cactus Annies Cheese Cheddar	2 oz	6428	\$1.20
74	Cactus Annies Cheese Jalapeno	2 oz	6429	\$1.20
75	O'Briens Beef Stick Hickory Smoked	1.125 oz	6300	\$1.25
76	Cactus Annies Cheese Crunchy Hot	9.5 oz	6348	\$3.30
77	City Cow Cheese Bar Hot Pepper	9.5 oz	6449	\$2.50
78	Malt O Meal Inst Oatmeal Apple Cinnamon	1.4 oz	6520	\$0.75
79	Golden Valley Strawberry Bar Low Fat	1.3 oz	6540	\$0.70
80	Cactus Annies Tortillas Flour	6 pk	6600	\$2.10
81	Moon Lodge Peanuts Roasted & Salted	1.75 oz	6606	\$1.00
82	Moon Lodge Peanuts Hot Hot Hot	1.75 oz	6607	\$1.00
<b>Cookies</b>				
83	Market Square Cookies Peanut Butter Cremes	6 oz	3004	\$1.50
84	Market Square Soft Cookies Choc Chip	2 Pack	3010	\$1.10
85	Market Square Cookies Oatmeal Raisin	2 Pack	3015	\$1.10
86	Market Square Cookies Vanilla Cremes	6 oz	3030	\$1.40
87	Market Square Cookies Orange Pineapple Cremes	6oz	3031	\$1.40
88	Market Square Cookies Choc Chip	6 oz	3035	\$1.40
89	Market Square Cookies Iced Oatmeal	6 oz	3040	\$1.40
90	Market Square Cookies Duplex Cremes	6 oz	3045	\$1.40
91	Market Square Snack Cake Oatmeal & Creme	8 oz	3231	\$0.50
<b>Candy</b>				
92	Mars M&M Plain Choc	1.69 oz	4000	\$1.50
93	Mars M&M Peanut 1.74 Oz 48/Bx 8Bx/Cs Wrapped	1.74 oz	4001	\$1.60
94	Mars Snickers	2.17 oz	4010	\$1.60
95	Mars Milky Way	2.05 oz	4013	\$1.60
96	Atkinson Candy Chick-O-Stick	7 oz **	4019	\$0.65
97	Payday Candy Bar	1.85 oz	4020	\$1.60
98	Twix Candy Bar Regular	2.0 oz	4031	\$1.60
99	Hershey Reeses Candy Bar Peanut Butter Cups	1.5 oz	4035	\$1.60
100	Kit Kat Candy Bar	1.5 oz	4039	\$1.60
101	Skittles Candy Original	2.17 oz	4040	\$1.60
102	Butterscotch Buttons	4.25 oz	4100	\$1.50
103	Sathers Candy Lemon Drops	4.25 oz	4110	\$1.60
104	Hershey Twizzlers Candy Strawberry Twists	5 oz	4117	\$2.50
105	Gen Candy Root Beer Barrels	4.25 oz	4120	\$1.50
106	Sathers Candy Jelly Beans	7 oz	4122	\$1.75
107	Hershey Jolly Rancher Candy Assorted	3.6 oz	4135	\$1.95
108	Starlight Mints 4.25 oz	4.25 oz	6099	\$1.40
109	Sathers Candy Sour Fruit Balls	4.25 oz	4150	\$1.45
110	Now and later	4.25 oz	4151	\$1.45
111	Sathers Candy Sf Wild Fruit	1.75 oz	4155	\$1.45
112	Sathers Candy Vanilla Caramels	3.0 oz	4156	\$1.40
113	E.Z. Digby'S Candy Tootsie Roll	2.75 oz	4160	\$1.25
114	Sour Neons	4 oz.	4166	\$1.45
115	Chewy Lemonheads Redrific	4 oz	4168	\$1.45
<b>Debitek Cards / Phone Cards / Playing Cards</b>				
116	Aviator Playing Cards Poker	1 Deck	1300	\$2.50

117	\$1.00 Phone Time credit (No processing fee)	each	none	\$1.00
118	\$1.00 LinkUnits (tablet only) (No processing fee)	each	none	\$1.00
<b>Meats / Rice/ Noodles/ Beans</b>				
119	Velveeta Macaroni & Cheese Original	3 oz	2664	\$2.10
120	Velveeta Rice Cheeseey	2 oz	2666	\$1.25
121	Velveeta Refried Beans Cheeseey	4 oz	2668	\$1.85
122	Brushy Creek Summer Sausage Beef Salami	5 oz	3583	\$2.65
123	Brushy Creek Beef Summer Sausage Hot & Spicy	5 oz	3584	\$2.65
124	Maruchan Ramen Hot & Spicy Vegetable	3 oz	6011	\$1.20
125	Maruchan Ramen Tx Beef	3 oz	6018	\$1.20
126	Maruchan Ramen Chili	3 oz	6026	\$1.20
127	Maruchan Ramen Chicken	3 oz	6046	\$1.20
128	Maruchan Ramen Cajun Shrimp	3 oz	6053	\$1.20
129	Maruchan Ramen Shrimp	3 oz	6059	\$1.20
130	Brushy Creek Chili No Beans	11.25 oz	6172	\$3.00
131	Brushy Creek Chili W/Beans	4 oz	6173	\$3.00
132	Brushy Creek Beef Beef Stew	11.25 oz	6176	\$3.25
133	Fresh Catch Mackerel Fillets In Oil	3.53 oz	6178	\$1.99
134	Brushy Creek Premium Chicken Breast Diced	4.5 oz	6195	\$3.80
135	Cactus Annies Tortillas Flour	8.0 oz	6600	\$2.10
136	Brushy Creek Black Beans & Beef Southwestern Style	8 oz	6644	\$4.25
137	Brushy Creek Chili Chicken W/White Beans	8 oz	6645	\$3.25
138	Sevilla Refried Beans Regular	8 oz	6700	\$2.75
139	Sevilla Beans & Rice Chili Flavor	4.4 oz	6710	\$1.75
140	Fresh Catch Chunklight Tuna In Water	4.23 oz	6826	\$2.60
<b>Miscellaneous Items</b>				
141	Ion3 Batteries AAA Alk	4 pk	1206	\$1.00
142	Ion3 Batteries AA Alk	4 pk	1213	\$1.50
143	Gpx Radio Digital Am Fm Ea R300Clr Clear	each	1249	\$22.00
144	Koss Earbud Ke5K Stealth	each	1255	\$8.00
145	Masterlock Lock Combination	each	1278	\$10.50
146	Becker Glove Cereal Bowl W/Lid	eaeh	1400	\$1.50
147	Gen Coffee Cup W/Handle	each	1411	\$1.50
148	Churchill Container Tumbler W/Lid	each	1415	\$1.50
149	Advanced Textiles Washcloth White	each	1430	\$1.00
150	Ultra All Laundry Detergent Powder Coin	20 oz	1470	\$1.40
151	Gen Box Storage	each	4557	\$2.75
152	Bounce Special Pack Dryer Sheet	each	4642	\$1.35
153	Koss Earbud W/Microphone Ea Black	each	5191	\$18.00
154	Masterlock Lock Combination	each	6987	\$11.00
155	GTL Earbud	each	7257	\$3.50
<b>Hair Care</b>				
156	Crawford Conditioner Balsam & Protein	4 oz	0002	\$1.60
157	Alberto Vo5 Shampoo Extra Body	12.5 oz	0010	\$3.70
158	Alberto Vo5 Conditioner Extra Body	12.5 oz	0011	\$3.70
159	Crawford Shampoo Dandruff Rinse	4 oz	0020	\$1.75
160	Softee Hair Food W/Vit E 5 Oz	5 oz	0040	\$3.90
161	Softee Hair Dress Bergamot 5 Oz	5 oz	0050	\$2.95
162	Softee Conditioner Bergamot	5 oz	0051	\$2.90
163	Elementz Shampoo Daily	15 oz	0357	\$2.99
164	Elementz Conditioner Almond/Shea	15 oz	0358	\$2.99
165	Crawford Shampoo Balsam & Protein	4 oz	6845	\$1.20
<b>Pharmaceuticals</b>				
166	Moore Medical Antacid Tablets 420 Mg	2/pk	0573	\$0.55
167	Moore Medical Ibuprofen 200 Mg	2/pk	0583	\$0.55
168	Halls Cough Drops Mentholptus	9 count roll	0675	\$1.50
169	Renu Contact Solution Multipurpose	4 oz	0742	\$8.50
<b>Personal Care Supplies</b>				
170	Sea Bond Denture Bath Basket	each	0596	\$3.25
171	Goodsense Bandage Sheer	10 ct	0602	\$1.55
172	Trim Emery Board Standard Length	each	0753	\$3.50
173	Gen Brush Palm	each	0821	\$1.10
174	Cardinal Afro Pik Nylon	each	0825	\$1.25
175	Crawford Mirror Acrylic No Magnet	each	1343	\$2.80
176	Advanced Textiles Washcloth White	each	1430	\$1.00
177	American Comb Soap Dish Hinged	each	8984	\$1.30
<b>Lotions</b>				
178	Infuzed coconut,lime, aloe lotion	15 oz	0212	\$2.10
179	Cocoa Butter Lotion 4 oz	4 oz	0215	\$1.10

180	Suave Powder Fresh Lotion	10 oz	0218	\$3.70
181	Goodsense Sunscreen Lotion Spf 30	4 oz	0280	\$6.15
<b>Soaps/Shaving/Shampoo</b>				
182	Infuzed Lotion Diy Bdy Coconut Lime	15 oz	0212	\$2.30
183	Crawford Lotion Cocoa Butter	4 oz	0215	\$1.25
184	Suave Lotion Advanced W/Multi Vitamin	10 oz	0235	\$3.85
185	Magic Shave Shave Cream Regular	6 oz	0320	\$5.25
186	Next 1 Soap Cocoa Butter Bar	5 oz	0397	\$1.35
187	Next 1 Soap Moisturizing Bar	5 oz	0424	\$1.35
188	Next 1 Soap Antibacterial Sport Bar	5 oz	0426	\$1.35
<b>Dental Care</b>				
189	Chapet Lip Balm Regular Flavor	each	0273	\$1.50
190	New World Imports Toothbrush Antishank	each	0554	\$0.65
191	Cool Wave Toothpaste Gel Fresh Mint	4 oz	0447	\$1.99
192	Colgate Toothpaste Anti Cavity Clear	4 oz	0507	\$4.20
193	Percara Mouthwash Oral Health Rinse	8.0 oz	0500	\$2.20
194	Effergrip Denture Adhesive	2.5 oz	0595	\$4.65
195	American Comb Toothbrush Cap	each	0582	\$0.40
<b>Deodorants</b>				
196	Dial Antiperspirant Deodorant Roll On	1.5 oz	0140	\$1.60
197	Power Up Antiperspirant Deodorant Roll	3 oz	0118	\$2.25
<b>Writing supplies / Greeting Cards/Books</b>				
198	Forever Pre-Stamped Envelopes - No Tax, Non-Commissionable	each	1001	\$0.68
199	1 Cent Stamp EA - No Tax, Non-Commissionable	each	1004	\$0.01
200	Plain White envelope (each)	each	1010	\$0.17
201	Manila Envelopes(LARGE)	each	1015	\$0.45
202	Pre-stamped Post Cards No Tax, Non-Commissionable	each	1048	\$0.38
203	Forever Stamps Book of 10 - No Sales Tax, Non-Commissionable	book/10 ct	1050	\$4.90
204	Becker Glove Address Book Small	each	1056	\$1.50
205	Tops Paper Ruled Pad 8.5 X 11 50 Sheet	each	1060	\$1.35
206	Mead Paper Ruled 200 Ct 8 X 10.5 Filler	3-hole200 sheets	1063	\$3.00
207	Tops Paper Sketch Pad 8.5 X 11 50 Sheet	(50 Sheets)	1070	\$1.90
208	New World Imports Pencil Golf Type	each	1075	\$0.35
209	Rose Art Colored Pencils	24 per box	1080	\$4.25
210	Sanford Eraser Beveled	each	1085	\$0.90
211	Webster Dictionary Pocket	each	1086	\$4.50
212	Webster Dictionary English Spanish	each	1087	\$5.50
213	Gen Pen Mini High Security	each	1094	\$1.05
214	Gallant Birthday Card Paper	each	1103	\$1.65
215	Gallant Get Well Card Paper	each	1104	\$1.65
216	Gallant Friendship Card Paper	each	1109	\$1.65
217	Gallant Thank You Card	each	1120	\$1.65
218	Gallant Seasonal Greeting Card	each	1121	\$1.65
<b>Menu -Hardcopy</b>				
219	INMATE MENU - Hardcopy Paper	each	9771	\$0.25
<b>Reading Glasses</b>				
220	Sharkeyes Reading Glasses Polycarbonate Lense 1.25	each	5273	\$5.00
221	Sharkeyes Reading Glasses Polycarbonate Lense 1.50	each	5274	\$5.00
222	Sharkeyes Reading Glasses Polycarbonate Lense 1.75	each	5275	\$5.00
223	Sharkeyes Reading Glasses Polycarbonate Lense 2.0	each	5276	\$5.00
224	Sharkeyes Reading Glasses Polycarbonate Lense 2.25	each	5277	\$5.00
225	Sharkeyes Reading Glasses Polycarbonate Lense 2.5	each	5278	\$5.00
226	Sharkeyes Reading Glasses Polycarbonate Lense 2.75	each	5279	\$5.00
227	Sharkeyes Reading Glasses Polycarbonate Lense 3.0	each	5280	\$5.00
228	Sharkeyes Reading Glasses Polycarbonate Lense 3.25	each	5281	\$5.00
<b>Clothing</b>				
229	Andrew Scott Boxer 4XI	each	1500	\$4.65
230	Andrew Scott Shirt Crewneck Small	each	1504	\$4.65
231	Andrew Scott Shirt Crewneck Medium	each	1505	\$4.65
232	Andrew Scott Shirt Crewneck Large	each	1506	\$4.65
233	Andrew Scott Shirt Crewneck XI	each	1507	\$4.65
234	Andrew Scott Shirt Crewneck 2XI	each	1508	\$5.65
235	Andrew Scott Shirt Crewneck 3XI	each	1509	\$5.65
236	Andrew Scott Brief Small 28-30	each	1514	\$3.25
237	Andrew Scott Brief Medium	each	1515	\$3.25
238	Andrew Scott Brief Large 36-38	each	1516	\$3.25
239	Andrew Scott Brief XI 40-42	each	1517	\$3.25
240	Andrew Scott Brief 2XI 44-46	each	1518	\$4.65
241	Andrew Scott Brief 3XI (48-50)	each	1519	\$4.65

242	Andrew Scott Boxer Small	each	1529	\$3.25
243	Andrew Scott Boxer Medium	each	1530	\$3.25
244	Andrew Scott Boxer Large	each	1531	\$3.25
245	Andrew Scott Boxer XI	each	1532	\$3.25
246	Andrew Scott Boxer 2XI	each	1533	\$5.00
247	Andrew Scott Boxer 3XI	each	1534	\$5.75
248	Soft Touch Socks Tube	each (pair)	1540	\$2.65
249	Gildan Sweatshirt Crewneck Small Fleece Ash	each	1581	\$14.00
250	Gildan Sweatshirt Crewneck Medium Fleece Ash	each	1582	\$14.00
251	Gildan Sweatshirt Crewneck Large Fleece Ash	each	1583	\$14.00
252	Gildan Sweatshirt Crewneck XI Fleece Ash	each	1584	\$14.00
253	Gildan Sweatshirt Crewneck 2XI Fleece Ash	each	1585	\$15.00
254	Gildan Sweatshirt Crewneck 3XI Ash	each	1586	\$15.00
255	Gen Sweatshirt Crewneck 4XI Fleece Gray	each	1599	\$15.00
256	Manhattan Hosiery Sports Bra Small Sz 32	each	1625	\$13.50
257	Manhattan Hosiery Sports Bra Medium Sz 34	each	1626	\$13.50
258	Manhattan Hosiery Sports Bra Large Sz 36	each	1627	\$13.50
259	Manhattan Hosiery Sports Bra XI Sz 38	each	1628	\$13.50
260	Hanes Brief Sz 6	each	1650	\$3.25
261	Hanes Brief Sz 8	each	1651	\$3.50
262	Hanes Brief Sz 10	each	1652	\$3.50
263	Hanes Brief Sz 11	each	1653	\$3.50
264	Gen Jam Shorts No Pocket No String Small Gray	each	3807	\$12.00
265	Gen Jam Shorts No Pocket No String Medium Gray	each	3808	\$12.00
266	Gen Jam Shorts No Pocket No String Large Gray	each	3809	\$12.00
267	Gen Jam Shorts No Pocket No String XI Gray	each	3810	\$12.00
268	Gen Jam Shorts No Pocket No String 2XI Gray	each	3811	\$12.00
269	Gen Jam Shorts No Pocket No String 3XI Gray	each	3812	\$12.00
270	Gen Jam Shorts No Pocket No String 4XI Gray	each	3813	\$12.00
271	Gen Jam Shorts No Pocket No String 5XI Ash Gray	each	3814	\$12.00
272	Andrew Scott Shirt Crewneck 4XI White	each	5727	\$ 5.75
273	Manhattan Hosiery Sports Bra 2XI Sz 40	each	7165	\$13.00
274	Orange Deck Shoe M5/W7	each	8741	\$10.00
275	Orange Deck Shoe M6/W8	each	8742	\$10.00
276	Orange Deck Shoe M7/W9	each	8743	\$10.00
277	Orange Deck Shoe M8/10	each	8744	\$10.00
278	Orange Deck Shoe M9/W11	each	8749	\$10.00
279	Orange Deck Shoe M10/W12	each	8766	\$10.00
280	Orange Deck Shoe M11/W13	each	8771	\$10.00
281	Orange Deck Shoe M12/W14	each	8774	\$10.00
282	Orange Deck Shoe M13/W15	each	8782	\$10.00



**PIMA COUNTY STANDARD TERMS AND CONDITIONS****1. OPENING:**

Pima County ("COUNTY") will publicly open responses and will read each respondent's name, and if a Bid the amount, on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. COUNTY will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. COUNTY invites all interested parties to attend the bid opening.

**2. EVALUATION:**

COUNTY will evaluate responses to determine which are most advantageous to COUNTY considering evaluation criteria, conformity to the specifications and other factors.

If COUNTY makes an award, COUNTY will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) that COUNTY determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid or Proposal document, COUNTY will determine the low or lowest bids considering the total bid amount.

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

**3. AWARD NOTICE:**

COUNTY will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of responses.

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all proposals, bids or proposals or to waive irregularities and informalities in the best interest of COUNTY. Unless COUNTY expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

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

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

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

**7. INTERPRETATION and APPLICABLE LAW:**

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

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

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from COUNTY in the form of a properly executed Master Agreement ("MA"), Purchase Order ("PO"), Delivery Order ("DO"), or Delivery Order

Maximo ("DOM") revision or amendment as the COUNTY's Procurement Code requires. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

**10. PACKING:**

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

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of the consideration that COUNTY will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless an authorized representative of COUNTY extends it to Contractor in writing.

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

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

**12. SPECIFICATION CHANGES:**

COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, COUNTY will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

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

**13. INSPECTION:**

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

**14. SHIPPING TERMS:**

Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

**15. PAYMENT TERMS:**

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

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

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

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

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

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

**18. FRAUD AND COLLUSION:**

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

**19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that COUNTY has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use COUNTY contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Contracts*.

**20. PATENT INDEMNITY:**

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

**21. INDEMNIFICATION:**

Contractor will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

**22. UNFAIR COMPETITION AND OTHER LAWS:**

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

**23. COMPLIANCE WITH LAWS:**

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

Arizona will provide such services. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

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

**24. ASSIGNMENT:**

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

**25. CONFLICT OF INTEREST:**

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

**26. NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, CONTRACTOR must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**27. NON-APPROPRIATION OF FUNDS:**

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

**28. PUBLIC RECORDS:**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of COUNTY and will be marked, as is

practical, as the "Property of Pima County" and COUNTY so requests, Contractor will deliver a copy of the tooling and documentation to COUNTY within twenty (20) days of acceptance by COUNTY of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to COUNTY. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in

additional costs to COUNTY, Contractor will reimburse COUNTY for said actual and incremental costs provided that COUNTY has given Contractor reasonable time to respond to COUNTY's requests for support.

**30. AMERICANS WITH DISABILITIES ACT:**

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

**31. NON-EXCLUSIVE:**

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

**32. PROTESTS:**

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

**33. TERMINATION:**

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

**34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents.

**35. INDEPENDENT CONTRACTOR:**

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

**36. BOOKS AND RECORDS:**

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

**37. COUNTERPARTS:**

The parties may execute the MA or PO that COUNTY awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of COUNTY are each an original and together constitute a binding MA, if all other requirements for execution are present.

**38. AUTHORITY TO CONTRACT:**

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

**39. FULL AND COMPLETE PERFORMANCE:**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**40. SUBCONTRACTORS:**

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

**41. SEVERABILITY:**

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

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

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

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

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

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

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

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

**43. CONTROL OF DATA PROVIDED BY COUNTY:**

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

**44. ISRAEL BOYCOTT CERTIFICATION:**

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

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**