



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

Requested Board Meeting Date: July 7, 2015

or Procurement Director Award ☐

**Contractor/Vendor Name (DBA):** Arrowhead Security Inc. (dba Veterans Security Inc)

**Project Title/Description:**

Uniformed Security Services

**Purpose:**

Board of Supervisors (BOS) Award of Contract: MA-PO-15-354 for Uniformed Security Services. Contract is for an initial term of one (1) year and includes four (4) one-year renewals with an annual award amount of \$3,900,000.00. Administering Department: Facilities Management.

**Procurement Method:**

This solicitation was conducted as prescribed by Pima County (County) Code 11.12.010 (Competitive Sealed Bidding) for RQM 15-230 issued by Facilities Management. Invitation for Bid #175503 was published in the legal newspaper of County, posted to the Procurement Department Internet site and completed to establish an "as required" contract. Notice of solicitation was provided directly to all vendors registered with County for relevant commodities, researched and identified by the Procurement Contracts Officer, or provided by the Administering department. Seven responsive and responsible bids were received. Small Business Enterprise was not a factor in this award. Award is to low bidder.

Attached: Master Agreement, Notice of Recommendation for Award, Offer Agreement.

**Program Goals/Predicted Outcomes:**

County is seeking a licensed, unarmed, uniformed security officer service for selected Facilities throughout the county. The services are to be performed to the expectations published in the solicitation with expertise, knowledge and capability with cooperative effort and monitoring by the county.

**Public Benefit:**

The Security Guard Services will be furnished at specified locations and during specified hours for the purpose of minimizing loss to County residents, its elected officials and employees by reason of, but not limited to: fire, weather, unauthorized entry, pilferage, defective equipment, riots, strikes, vandalism, sabotage or malicious mischief.

**Metrics Available to Measure Performance:**

The contract will require that a Tucson Office be maintained with a full time dedicated Security Manager and round the clock uniformed supervisory staff. The County Sheriff Department will provide a Security Services Coordinator to provide direction to the contractor for the placement and movement of security services.

**Retroactive:**

No

**Original Information**

Document Type: MA Department Code: PO Contract Number (i.e.,15-123): 15-354  
Effective Date: 09/01/15 Termination Date: 08/31/16 Prior Contract Number (Synergen/CMS): N/A  
☒ Expense Amount: \$ 3,900,000.00 ☐ Revenue Amount: \$ \_\_\_\_\_  
Funding Source(s): General Fund

Cost to Pima County General Fund: \$3,900,000.00

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? ☒ Yes ☐ No ☐ Not Applicable to Grant Awards

Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

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

**Amendment Information**

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

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

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

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

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

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Denise Waldo, Commodity Contracts Officer Denise Waldo 6/17/15

Department: Procurement L. H. Williams 6/17/15 Telephone: 724-8458

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

Deputy County Administrator Signature/Date: Jon Brink 6-25-15

County Administrator Signature/Date: Eric Sweetberry 6/25/15  
(Required for Board Agenda/Addendum Items)

**NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: June 8, 2015

The Procurement Department hereby issues formal notice to respondents to Solicitation # 175503 for Uniformed Security Services that the following listed respondents will be recommended for award as indicated below. The award action is anticipated to be executed by the Board of Supervisors on or after July 7, 2015.

Award is recommended to the Respondents submitting Low Bid.

<b><u>AWARDEE NAME (S)</u></b>	<b><u>BID OPENING TABULATION AMOUNT</u></b>	<b><u>AWARD AMOUNT</u></b>
Aarrowhead Security dba Vet-Sec Protection Agency	\$3,897,964.50	\$3,900,000.00

<b><u>OTHER RESPONDENT FIRM NAMES</u></b>	<b><u>BID OPENING TABULATION AMOUNT</u></b>
Blackstone Security Services, Inc	\$4,195,559.97
G4S Secure Solutions (USA) Inc	\$4,061,323.51
ISS Facility Services Inc dba ISS Facility Services Inc	\$4,363,698.95
Securitas Security Services dba Securitas Security Services Usa Inc	\$4,126,237.42
U.S. Security Associates, Inc dba Advance Security	\$4,569,538.36
Universal Protection Service, LP	\$4,059,333.68

**Non-Responsive**

Shield Security and Patrol, LLC

Issued by: Denise D Waldo, CPPB  
Contracts & Commodity Officer  
Telephone Number: 724-8458

This notice is in compliance with Pima County Procurement Code:  
§11.12.010, §11.20.010C

Copy to: Pima County SBE (Fax 724-3646)



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 15000000000000000354

MA Version: 1

Page: 1

Description: Uniformed Security Services

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Pima County Procurement Department  
130 W. Congress St. 3rd Fl  
Tucson AZ 85701

Issued By: DENISE WALDO  
Phone: 5207248161  
Email: denise.waldo@pima.gov

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Initiation Date: 07-07-2015

Expiration Date: 07-06-2016

NTE Amount: \$3,900,000.00

Used Amount: \$0.00

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AARROWHEAD SECURITY INC

2030 N Forbes Blvd Ste 106

Tucson AZ 85745

Contact: Gustavo Munoz

Phone: 520-408-8184

Email: tavo@vetsec.com

Terms: 0.0000 %

Days: 0

Shipping Method: Vendor Method  
Delivery Type: STANDARD GROUND  
FOB: FOB Dest, Freight Prepaid

Modification Reason

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.

Number of Attachments: 1

Attachment Names: MA 15\_354\_BOSAIR\_AWARD\_070715.pdf



# MASTER AGREEMENT DETAILS

Master Agreement No: 15000000000000000354

MA Version: 1

Page: 2

Line	Description					
1	Uniformed Security Services					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$0			
2	Cashier/Officer hourly rate - Rates changed per service class					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$15.28			
3	Officer hourly rate - Rates changed per service classificat					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$15.29			
4	Sergeant hourly rate - Rates changed per service classificat					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$15.66			
5	Lieutenant hourly rate - Rates changed per service classific					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$16.03			
6	Mobile Officer (Abrams) hourly rate includes cost of vehicle					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$15.27			
7	Captain hourly rate - Rates changed per service clas					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$21.22			
8	Officer Overtime hourly rate - Rates changed per service clas					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$22.94			
9	Sergeant Overtime hourly rate - Rates changed per service da					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$23.48			

**OFFER AGREEMENT****1. INTENT:**

This document is intended to establish an "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master" purchase agreement contract to provide Pima County ("County") with such quantities of licensed, unarmed, uniformed security officer services to selected government facilities as County may order from time to time by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) pursuant to a resulting contract. As defined by the attached Pima County Standard terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to County. County intends to award one single contract but also reserves the right to award multiple contracts for single items, groups of items or in any other manner deemed to be in the best interests of the County. The following primary values and objectives will be mutual obligations assumed by both parties regarding the interpretation and performance under the agreement: County will award an agreement for the purchase of services as specified herein, and Contractor will receive compensation when services are delivered as per the terms of the purchase order issued against the agreement.

All Services offered or provided pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, 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 all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

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

The initial term of the contract will be for a one year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties as follows:

Proposed extension or renewals of the contract if included in the contract and revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement (MA) document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the amendment will be binding upon the parties, effective on the date of issuance.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services 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.

1. Security Contractor shall have at a minimum three (3) consecutive years' experience in the Uniform Security Service business as described within these documents and have provided these services to other Governmental Agencies at least as large as Pima County Government at a minimum. Detailed documentation shall be provided verifying this qualification.
2. Security Contractor shall have an above satisfactory record for the past five (5) years with the Industrial Commission of Arizona, Labor Department and the Department of Public Safety with **NO** violations and provide documentation supporting this record of performance to County. County staff shall secure history of all Contractors' bidding qualifications. (*Requirement can be provided by submitting a statement on company letterhead and notarized, stating this fact or if violations have occurred list violations and reasons why.*)
3. Security Contractor's enterprise, its fully operational Tucson Office, its qualifying party and each of its Security Officers and Supervisors and personnel shall maintain current on ALL licenses, certificates, and identification cards required for operation of a Security Officer Agency by Arizona Revised Statutes 32, Chapter 26 "Security Guards" Articles 1 – 4, et seq. and as regulated by the Arizona Department of Public Safety Licensing Branch, Phoenix, Arizona.
4. Security Contractor shall maintain in current status with all Federal, State, and Local licenses and permits required for operation of business conducted by the Security Contractor as applicable to the Security Officer Services Agreement.
5. Security Contractor shall maintain a fully operational Local Tucson Office from which its operations are directed by a full-time dedicated Security Branch manager with a fulltime dedicated qualified Human Resources Manager and round the clock qualified and trained Uniformed Supervisory staff. In addition, the Security Contractor must

provide an Account Manager/Captain on site, Monday – Friday from 0800-1700 hours (or as directed by the PCSD GSSC) and available twenty-four hours, seven days a week (24/7) to oversee the Pima County operation.

Provide local address: 2030 N. Forbes Blvd. Suite 106, Tucson, AZ 85745

6. Security Contractor shall have in place an adequate training program for ALL Uniformed Security Officers and Uniformed Supervisory Staff, to include having ALL staff assigned to the County Contract certified in CPR and First Aid prior to start of contract. Security Contractor must provide written documentation verifying the completion of the CPR and First Aid training. In addition, the Security Contractor MUST be capable of meeting the training and Supervisor Meeting requirements as set forth in the contract.
7. Security Contractor must have Uniformed Security Staff trained in handling money, not only acting in a cashier capacity, but also within the capacity of a Uniformed Security Officer.
8. Security Contractor must have the ability to provide twenty-four hours per day, seven days per week (24/7) mobile patrol service to patrol various County buildings as directed by this Contract.
9. Must carry **Performance (Surety) Bond: \$525,000.00 AND Fidelity Bond: \$52,500.00.**

Contractor will research the designated Issuing Agency requirements to perform the requested work and will list currently active license number(s), Description & Class for the required licenses and will agree to continuously maintain said license(s) for the term of the contract if awarded by County and to notify County within ten (10) workdays of any change in license status.

Issuing Agency Name & Internet Address(URL)	License Number (TO BE FILLED IN BY CONTRACTOR)	License Class & Description if Applicable (TO BE FILLED IN BY CONTRACTOR)
Department of Public Safety <a href="http://licensing.azdps.gov/LicenseSecurityGuard.asp">http://licensing.azdps.gov/LicenseSecurityGuard.asp</a>	1000429	Private Security Guard Agency License

**CERTIFY minimum qualifications by MARKING RESPONSE and SUBMITTING REQUESTED DOCUMENTATION.**  
**(Failure to mark a response or submit required documentation may be cause for rejection as non-responsive.**  
**A "NO" response may be cause for rejection as non-responsive.)**

This Contractor certifies it is competent, willing and responsible for performing the services in accordance with all requirements of the solicitation and this Offer Agreement.

☒ Yes ☐ No

Contractor certifies that it possesses all current licenses and/or permits required to conduct business in Pima County, AZ. (Documentation shall be available within seven (7) calendar days upon request by County.)

☒ Yes ☐ No

Contractor certifies that it has been in the business of providing the Uniform Security services per the bid specifications for a minimum of three (3) consecutive years.

☒ Yes ☐ No

Contractor certifies that it is bonded and insured per the State of Arizona Requirements and will provide a copy of Contractor's Certificate of Insurance upon request.

☒ Yes ☐ No

Contractor certifies it will maintain a fully operation Local Tucson Office per County requirements by award date.

☒ Yes ☐ No

Contractor has attached or included what "green" programs it has implemented per the instructions beginning below.

☒ Yes ☐ No

**The following are Specifications for BOS Resolution 2007-84.** Offeror is to include with bid submittal a statement outlining what 'green' programs, if any, have been implemented that may include, but not be limited to: recycling of paper, glass and cans; efforts to conserve energy in offices and work areas; utilization of alternative fuels for vehicles and production equipment.

All proposed paper products for use under this contract, such as toilet tissue and seat covers, should contain the highest percentages of recovered materials and postconsumer contents as possible.

All cleaning and disinfecting products should be green products; such as biodegradable and containing the lowest toxicity and volatile organic compound (VOC) contents necessary.

Other areas of conservation shall include:

- Contractor shall recycle as many recyclable items as possible including office paper, corrugated paperboard (aka cardboard) boxes and sheet, chip board boxes and sheet, plastics, aluminum and steel cans/containers, etc.
- Contractor shall use as many environmentally preferable items as possible, i.e. Items that do not impact the environment such as 30-100% post-consumer recycled content, processed chlorine free (PCF) paper; Energy Star equipment and appliances; remanufactured, low air emission paint; low VOC water based adhesives and paint; zero formaldehyde emitting composite wood products; odorless and non-toxic water based markers, etc. the company's daily operations.
- Contractor shall provide to the consumer as many environmentally preferable products as possible.
- Contractor shall modify business practices to decrease air, water and ground pollution.
- Contractor shall modify business practices to conserve energy and water use.
- Contractor should purchase eco-friendly supplies whenever possible including office supplies.

#### **4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

##### **INTRODUCTION**

Contractor shall provide licensed and qualified unarmed uniformed security officers to selected County Government facilities as outlined below.

The contract is administered through the Pima County Sheriff's Department (PCSD) by the Office of the Government Security Services Coordinator (GSSC).

It is a 100% contract, requiring unarmed security services to be performed to the total expectations of the specifications without regard to the number of officers or hours needed to perform these contract specifications. County is requiring that the Contractor(s) adhere to the specifications set forth and perform the requirements with expertise, knowledge, professionalism and capability with minimum monitoring by County. Contractor shall provide professional Security Officer Services at specified locations and during specified hours for the purpose of minimizing loss to County, its elected officials and employees by reason of, but not limited to: accident, fire, weather, unauthorized entry, pilferage, defective equipment, riots, strikes, vandalism, sabotage, or malicious mischief.

##### **PIMA COUNTY SHERIFF'S DEPARTMENT GOVERNMENT SECURITY SERVICES COORDINATOR (GSSC)**

The PCSD Government Security Services Coordinator (GSSC) is a Commissioned Peace Officer (Sergeant) assigned from the PCSD (or the authorized representative designated by the Pima County Sheriff's Department) and shall oversee and administer the contract. The GSSC will personally interview, select and also determine the assignment for each Security Officer to include but not limited to, locations of assignment, specific duties, hours and shifts. NO Security Officer will be assigned within the contract without receiving approval after the initial interview with the PCSD GSSC. Since it is County's intention to establish a 40-hour workweek and to have Security Officer stability at all approved and assigned locations, Security Officers SHALL NOT be replaced, moved (reassigned) without the expressed verbal or written approval of the PCSD GSSC.

##### **COMMAND STRUCTURE - SECURITY OFFICER LEVELS**

###### **Captain/Account Manager**

Senior of all personnel and responsible for scheduling, supervision and compliance with the contract in conjunction with the Security Branch Manager. The Captain/Account manager represents the Contractor's account. Effects liaison with the PCSD GSSC and Tenant Client County agencies at the Downtown Complex and ALL outlying sites, and assists in coordinating efforts of emergency responders to County property. Conducts inspections of Security officers assigned to the contract. Inspects and inventories Security Officers' equipment.

- Coordinates with Contractor on recruitment, selection, orientations and training of Security Officers assigned to the contract.
- Prepares and coordinates staffing schedules with Contractor.
- Establishes post orders to guide assigned Security Supervisors and Security Officers in accordance with County requirements and specific post requirements.
- Coordinates training to ensure Security Officers are knowledgeable about Contractor's policies and procedures and any and all County client-specific requirements.
- Participates in preparation and verification of payroll data to be submitted to County.
- Reviews on a six (6) month basis ALL Security officers reports to ensure post orders and County client's directives have been satisfactorily followed.
- Personally inspects ALL County posts on a monthly basis as part of the evaluation of Security Staff assigned to county posts. Also, speaks with the County clients to ensure the Security Officer assigned to the post is meeting and exceeding client expectations.



- Meets on a regular basis with the PCSD GSSC for status updates and addresses any actual or potential challenges.
- Reviews weekly, ALL written Incident Reports written by Security Officers assigned to the contract to ensure that Incident Reports are properly written and contain the necessary key elements for possible future investigation.
- Acts as a conduit for information between the Contractor and County.
- Immediately reports to the PCSD GSSC any problems with County Clients or Security Officers experiencing challenges at a County site. Candid discussion and decision will be determined by the GSSC.
- Conducts **MANDATORY** monthly Security Officer Supervisor training/meetings as directed by the PCSD GSSC.

**(First) Lieutenant – Assistant Site Supervisor – Second –In-Command**

- Reports directly to the Security Captain/Account Manager.
- Reviews and revises Security Post Orders on a six (6) month basis.
- Conducts Uniform inspection of Security Officers assigned to the contract ensuring that uniformed security officers meet the PCSD requirement for professional uniform attire.
- Conducts site visits as directed by the Security Captain/Account Manager.
- Reviews all Security Officer Paperwork for compliance with their assigned post.
- Re-stock needed paperwork for each Security Officers post as needed.
- Makes recommendations to the Security Captain/Account Manager and the PCSD GSSC.
- Conducts equipment inspections at every County Post to ensure all equipment is in good working order and makes needed recommendations.
- Provides coverage for staffing shortages within the contract.
- Conducts quarterly key control audits and provides written results.
- Conducts quarterly radio audits and provides written results.
- Reviews all Security Shift Reports and Incident Reports for proper documentation.
- Assist with payroll and scheduling.
- In the absence of the Captain/Account Manager acts as the Captain and has authority to make decisions and reports directly to the PCSD GSSC.
- Attends mandatory monthly supervisor meetings as directed.

**Lieutenant – Superior Court**

- Oversees the Security Officer operation of the Pima County Superior Court.
- Liaisons with the Pima County Superior Court Security Services Manager.
- Liaisons with the PCSD Judicial Security Commander.
- Responsible for the direct supervision of the Security Officers working the metal detectors in the Pima County Superior Courts Building.
- Must be trained and have successfully completed the metal detector and wand training.
- Professionally interacts with persons entering the facility and through the security station.
- Completes and verifies payroll and scheduling of all Security Officers working the Pima County Superior Court Facility. Submits paperwork to the Captain/Account Manager.
- Must have excellent customer service skills and present a professional image and demeanor to all clients and customers entering the Pima County Superior Court Facility.
- Attends mandatory meeting as directed by the Security Captain/Account Manager and the Pima County Sheriff's Department.

**Lieutenant – Juvenile Court**

- Oversees the Security Officer operation of the Pima County Juvenile Court Center.
- Liaisons with the Pima County Juvenile Court Facilities Manager.
- Liaisons with the PCSD Judicial Security Commander.
- Responsible for the direct supervision of the Security Officers working the metal detectors in the Pima County Juvenile Courts Building.
- Must be trained and have successfully completed the metal detector and wand training.
- Professionally interacts with persons entering the facility and through the security station.
- Completes and verifies payroll and scheduling of all Security Officers working the Pima County Juvenile Court Facility. Submits paperwork to the Captain/Account Manager.
- Must have excellent customer service skills and present a professional image and demeanor to all clients and customers entering the Pima County Juvenile Court Facility.

- Attends mandatory meeting as directed by the Security Captain/Account Manager and the Pima County Sheriff's Department.

**Lieutenant – Pima County Public Service Center**

- Oversees the Security Officer operation of the Pima County Public Services Building.
- Liaisons with the Pima County Justice Court Security Services Manager.
- Liaisons with the PCSD Judicial Security Commander.
- Responsible for the direct supervision of the Security Officers working the metal detectors in the Pima County Justice Courts Building.
- Must be trained and have successfully completed the metal detector and wand training.
- Professionally interacts with persons entering the facility and through the security station.
- Completes and verifies payroll and scheduling of all Security Officers working the Pima County Justice Court Facility. Submits paperwork to the Captain/Account Manager.
- Must have excellent customer service skills and present a professional image and demeanor to all clients and customers entering the Pima County Justice Court Facility.
- Attends mandatory meeting as directed by the Security Captain/Account Manager and the PCSD GSSC.

**Lieutenant – Pima County Parking Facilities**

- Oversees the security operation of the County Garages.
- Liaisons closely with the County Government Parking manager.
- Responsible for cashier and customer service training and supervision of Security Officers assigned to work at all County parking facilities.
- Also responsible for collecting, counting and depositing of parking fees collected.
- Possesses knowledge of cash register operations and a general knowledge of accounting.
- This position shall be a bonded position.
- Attends mandatory meeting as directed by the Security Captain/Account Manager and the PCSD GSSC.

**Sergeants – Supervisors**

Post Supervisors are responsible for the supervision of Security Officers working posts under their direct supervision.

**Desk Control Sergeant**

- Oversees the activities of the Security Office/Control Center.
- Conducts hourly Security Officer Welfare Checks and documents.
- Maintains radio log and pass down log to include giving a pass down briefing to relieving supervisor.
- Assists with scheduling and assist with finding coverage of post going un-staffed.
- Immediately notifies the Security Captain/Account Manager and the PCSD GSSC of any and all significant events occurring within contract.
- Maintains key inventory and issues County keys to outside vendors/contractors as directed by post orders of County authorized personnel.
- Monitors and manages any emergency duress/panic alarm activations and directs the immediate response of security staff.
- Monitors Pima County 911 telephone calls and alerts proper authorities to respond to the proper facility.
- Coordinates and directs security staff to respond and assist first responders during an emergency event.
- Liaisons with Pima County Facilities Management staff and Pima County Central Plant as emergencies arise within County.
- Monitors the security radio system and acts as a dispatcher handling all radio communications.
- Keeps track of all events occurring within the contract.
- Attends mandatory meeting as directed by the Security Captain/Account Manager and the PCSD GSSC.

**Sergeants (Traffic Controller)**

- Responsible for the entry and exit of all vehicles to the A & B level Pima County Government Parking facility.
- Verifies credentials as needed of all persons desiring to park within County Government garages.
- Responsible for deliveries into the A/B parking facilities.
- Assists the Control Sergeant with coordinating emergency response and lock down procedures into our Pima County Government Facilities.
- Monitors radio and assists as directed by the Control Sergeant.
- This position shall be a bonded position.
- Attends mandatory meeting as directed by the Security Captain/Account Manager and the PCSD GSSC.

**Sergeants (Metal Detector)**

- Responsible for maintaining security at the facility assigned to work.
- Must be trained and knowledgeable with the operations of the Metal Detector Machine and Wanding Station.
- Must possess excellent customer service skills with the public passing through the security checkpoint.
- Supervisors Security Officers assigned to the facilities in which they are assigned.
- May be required to be the Acting Commander in the absence of the Security Lieutenant.
- Attends mandatory meeting as directed by the Security Captain/Account Manager and the PCSD GSSC.

**Security Officers, at sites patrolling in Vendor-Provided Vehicle and Non-Vendor Provided Vehicle**

- Patrols buildings and grounds. Documents such patrols and reports findings.
- Parks vehicle and may be required to conduct a foot patrol to check doors, windows, and gates to determine if they are secure.
- Warns violators of rule infractions, such as loitering or carrying forbidden items on County property. If necessary alerts the local law enforcement authority via 911 of such problems and requests immediate response.
- Inspects County equipment during patrol to ascertain if tampering or vandalism has occurred and documents findings in an Incident Report and alerts 911 as necessary.
- Observes for and reports irregularities, such as fire hazards, leaking water pipes, and security doors left open and unlocked.
- Observes departing personnel to guard against theft of County property.
- May sound alarms or telephone police or fire via 911 in case of fires or unauthorized person on County property.
- May record data, such as property damage, unusual occurrences, and malfunctioning of equipment for use of supervisory staff.
- May be requested to regulate vehicle and pedestrian traffic at entrances to maintain a safe and orderly flow.
- May assist emergency responders, and may render aid consistent with training required within the Pima County Contract, i.e. CPR and First Aid certified.
- Follows post orders for the particular post.
- Others duties may be assigned by the PCSD GSSC.
- Required to photograph and record and forward documentation of any problems or damages occurring on County sites.
- Upon discovering problems or criminal activity, notify Security Control Office to obtain an Incident Report number to file a written report.

**LIVING WAGE REQUIREMENT**

This solicitation is subject to the Pima County living wage requirements as provided in the Pima County Procurement Code section 11.38 which specifies that a living wage requirement be included in County contracts for specific services.

Contractors entering into eligible contracts with Pima County for the covered services shall pay a living wage to their eligible employees for the hours expended providing services to Pima County. Eligible employees shall receive a wage not less than \$11.71 per hour. A contractor may pay its eligible employees a wage of no less than \$10.42 per hour if the contractor provides health benefits with a monthly value at least as high as the difference between that wage and a monthly wage based on \$11.71 per hour. A copy of section 11.38 of the Procurement Code is Attachment A for your review and complete compliance. Contractors shall include all costs necessary for complete compliance to the living wage requirement.

In bid preparation, Contractors will need to consider the possibility of increased administrative costs. The following is a brief description of key Living Wage reporting requirements. These are not limited to but include:

One time reports: Due at the beginning term of each contract/renewal

- Payroll calendar
- Certificate of Living Wage Payments Form
- Master Listing of employees eligible to work on Pima County jobs
- Listing of Subcontractors to be used (if applicable)

**Staffing Plans, Including Subcontractors** (work schedules): Due **prior** to work performed to enable the Compliance Officer to rate check and interview employees; *If there is not sufficient time prior to performing work, then a plan must be submitted as soon as possible after work is performed:*

- Name of employee(s) who will be working
- Where work is performed
- Approximate time-frame work will be performed
- Total approximate hours to be worked
- Revised plan IF any information changed from the original staffing plan

Payroll Reports: Must be provided to the Compliance Officer 7 days after EVERY pay period

- Statement of Compliance
- Payroll Summary Reports:
  - *Name of all employees on a Pima County job*
  - *Total hours worked/rate of pay/gross pay/paycheck number*
  - *Support documentation for this information*
  - *Signed "Statement of Compliance" even if no payroll performed*

Subcontracted Labor (if applicable): Packets are required to be submitted to Pima County's Compliance Officer as soon as the Subcontractor is issued payment. This includes:

- A letter signed by subcontractor indicating that laborers associated with the work billed on their attached invoice were paid at or above the Living Wage required rate
- the check # and date which this invoice was paid should be noted
- Attach the appropriate staffing plans (work schedules) of the subcontractor to this invoice. The subcontractor employee payroll check# needs to be noted beside their employee (s) name

#### **LOCATIONS - SECURITY OFFICER GENERAL DUTIES**

General duties (assigned or implied) include, but are not limited to:

##### **Office Areas**

- Reports to work as scheduled looking professional in a clean and pressed uniform in accordance with the PCSD Uniform Standards/Policy.
- Secure the perimeter doors of buildings at end of the Pima County work day and open all perimeter building doors before each work day begins.
- Make periodic patrols to check security and safety of buildings, their contents, supplies and equipment.
- Secure interior doors when necessary.
- Check for safety and fire hazards.
- Report all hazards and maintenance problems to the Facilities
- Respond safely to duress alarms as directed by the GSSC
- Check all safes, vaults and other high concentrations of valuables in Pima County buildings.
- Unlock and open doors for authorized meetings and clinical services. Secure same after meetings are completed.
- Attend meetings for a Security presence to deter criminal or unruly behavior at meetings.
- Activate and supervise and respond to silent burglar and duress alarms where installed.
- Leave only designated lights ON, making sure others are shut off to preserve energy.
- Perform lobby and access control.
- Perform security rounds throughout facilities or as directed.
- Review and commit to memory, Emergency Response Procedures as written.

##### **Parking Facilities**

- Safely control the ingress and parking of vehicular traffic into and out of Pima County garages in accordance with the policies and procedures of the Pima County Parking Administrator or designee.
- Control the loading and unloading of vendors as needed.
- After normal working hours, log each person entering the garages in and out of the facilities.
- Control distribution and receipt of keys and temporary identification badges to contract workers and janitorial personnel.
- Randomly patrol A and B Levels of the Downtown Complex.
- Randomly patrol garage areas throughout the day and night.
- Provide qualified and professional Security Officers trained in customer service skills and extensive training in money handling and cashiering and cash handling skills.

All Security Officers assigned to posts within Pima County Parking Garages must possess excellent professional customer service skills and relevant experience in cashier and cash handling abilities and must be bonded. Must be able to utilize good judgment and have the ability to multi-task during busy and stressful situations. Must be able to with the proper training, solve and trouble shoot parking garage equipment. Duties shall include but not be

limited to: Operation of a cash register; trained and pass a utility (Golf Cart) course prior to driving a Pima County Golf Cart; the collection and tally of revenue collected from hourly/daily parking patrons; maintaining daily parking validations; preparation of daily tally sheets and other documentations relating to Pima County Parking Garage revenue collection. Additional duties may include inspecting parking garage surfaces for oil and slippage areas which may result in spreading of oil absorbing material on fluid spills/leaks. Also required to inspect garages areas and report equipment malfunctions (i.e. elevators, access control equipment, utility vehicles, and lights).

**Parking Facilities currently include:**

- o Pima County Complex A & B Level 110 & 150 West Congress
- o Legal Services Parking Garage, 50 North Scott Avenue
- o Old Courts parking Lot, 115 North Church Avenue
- o Public Works Parking Garage, 50 West Alameda
- o El Presidio Garage, 165 West Alameda
- o Bank of America Garage, 33 North Stone

**Elevators**

- Activate the elevators for access to the buildings during non-working hours as directed by Pima County Facilities Management.
- Respond and assist persons trapped in elevators; standing adjacent to the elevator on the floor nearest the elevator car, provide information and reassurance.
- Contact Pima County Facilities Management Central Plant and/or call 911 as needed.

**Plaza Area (100 block of West Congress ST; Old Courthouse 115 N. Church Ave. and surrounding area)**

- Randomly patrol through day and evenings.
- Prevent trespass violations and loitering on all County property.
- Raise and lower United States and Arizona flags each day.

**Superior Court and Juvenile Court Metal Detectors**

- Must be trained and certified Security Officers in the operation of a Metal Detector Machine and handheld Wanding Station.
- Screen individuals entering the Superior and Juvenile Court buildings.
- Assist Judicial Security Corrections Officers as direct.
- Assist armed Court Security Officers as directed.
- Patrol and search outside the court buildings for any contraband around the facilities.
- Complete thorough written reports on any security breaches or contraband found and any arrest made.
- Search and confiscate items of contraband not allowed to enter Court buildings and alert Judicial Security and Court Security staff of such items.

**Board of Supervisor Hearing Room**

- Must be trained and certified Security Officers in the operation of a Metal Detector and handheld Wanding station.
- Screen individuals for weapons and contraband attending Board of Supervisor hearing meetings.
- Become familiar with emergency procedures set forth for the Board of Supervisor hearing Room.
- Alert the PCSD GSSC of any problems that may need law enforcement actions or call 911.

**Pima County Conciliation Court (32 N. Stone Ave, 17<sup>th</sup> Floor):**

- As directed, open front doors allowing client access.
- Search and then open areas for business as directed.
- Professionally maintain order in the waiting room, note pending arguments and advise support staff as necessary.
- Accompany support staff on mail/file runs or as directed by staff.
- Accompany clients and to and from Superior Court as directed by staff.
- Conduct metal detector sweeps as directed by the office manager.
- Search and secure the office at the close of business.

**Teresa Lee Health Clinic, North Clinic, South Clinic:**

- Maintain interior access control as directed by Clinical Staff.
- Ensure a peaceful and orderly operation of the client waiting area, reporting disturbances, reporting crimes by calling 911 and producing professional well written security reports.
- Be alert to unsafe conditions and report immediately to Clinic Staff.

- Maintain order and crowd control as necessary during client screening providing instructions to clients as directed by Clinic Staff.
- Conduct parking lot patrols. Perform staff and client escorts and document any unusual circumstances that may arise during the work day.
- Conduct security sweeps at the beginning and end of the day, making sure that there are no clients remaining, and staff has departed before lock down.

**Abrams Health Clinic:**

- Staff and maintain interior access control as directed by the Pima County Abrams property Manager.
- Staff the Front Desk directing clients to various locations throughout the facility.
- Monitor and respond to duress alarm activations.
- Patrol inside and outside the facility remaining highly visible to clients and staff.
- Must possess excellent Customer Service skills.
- Provide mobile patrol services throughout the outside parking lot paying particular attention to suspicious activity and prevent car thefts and vandalism.
- Provide after hour and weekend security services as directed by Pima County Property Manager.

**Mission Road/Automotive Services Complex (1301 S. Mission Rd.)**

- Close and lock all gates at Mission Road Complex at established lock down time.
- Control ingress and egress of all vehicular traffic during lock down periods through the specified entrance gate.
- Legibly log in and out each person wishing to gain access in and out after normal business hours and verify identification for County employees and contractors.
- Randomly patrol the Mission Road Complex via vehicle to include the perimeters to include the PCSD Jail and the Sheriff's Department Training Facility.
- Monitor and respond to burglar/duress/emergency alarms as directed by County staff.
- Report gas spills or leakage found to appropriate County staff.

**Corrections Complex (Video court)**

- Maintain lobby control and public order at the Sheriff's Department Video Court facility.
- Conduct foot patrols around the facility and report to Corrections staff any problems.

**Jail Hospital Security Officer – 1601 W. St. Mary's Road**

- Fulfills the contract hospital's requirement that two persons must always staff the duty post when a hospitalized inmate is present. In lieu of the hospital's in-house Security Officers Contractor may be required to provide an on-call as-needed Security Officer whenever the PCSD must transport an incarcerated subject to the hospital.
- Sign in with the PCSD Security Post outside the room.
- Brief with the assigned Sheriff's Department Corrections Officer at the hospital post.
- Remain with the Correction Officer until relieved or until the incarcerated inmate is taken back to the Corrections Facility.

❖ *Please note: Security Officers are not required to perform any corrections or enforcement duties, unless directed by a State of Arizona Certified Peace Officer. The only time the Security Officer would be allowed to be alone with the inmate would be for briefs periods when the assigned Sheriff's Officer would take a restroom break, and the inmate would remained shackled to the bed.*

**Other Special Duties**

- Security Officers shall professionally investigate all complaints (i.e. disorderly conduct, thefts, etc.) Security Officers will promptly complete thorough written reports and submit to the PCSD GSSC.
- Escort County employees to their vehicles after dark or during the day upon their request.
- Assist the PCSD GSSC in maintaining public order at public meetings or gatherings of the Pima County Board of Supervisors. Provide Metal Detector Services at these events as required.
- Assist the PCSD and the Director of the Division of Elections in the security of the central collection and counting of ballots – provide a security presence during the official election process as requested.
- Fulfill last minute requests for security during time of crises or emergencies.

**Fire and Safety**

- Observe Fire enunciator boards in a variety of County Facilities and notify the Security Control Office, the Pima County Central Plant and 911 of alarm conditions.
- Initiate and assist with the evacuation of personnel in the event of a fire, bomb threat or other emergency and assist the proper authorities in responding, investigation and incident command.
- Render appropriate interim care consistent with individual certification and training – CPR and First Aid.
- Respond to all duress alarms and burglar alarms as trained by the PCSD GSSC.

**TYPICAL CURRENT WEEKLY SECURITY PERSONNEL ASSIGNMENT TOTALS**

Location by Department	Building	Officers	Hours	Hours per Week
PDEQ	PDEQ 33 N. Stone Ave. Suite 700	1 Officer	Mon-Fri 0800-1700	40
Facilities Management	Captain	1 Captain	Mon-Fri	40
	Supervision/ Account Manager	1 First Lieutenant	Mon-Fri 0700-1600	40
	Supervision/Control Sergeant	3 Sergeant	Sun-Sat 24/7	208
	Desk Control Sergeant	3 Sergeant	Sun-Sat 24/7	168
	Traffic Control Sergeant AB Level	3 Sergeant	Sun-Sat 24/7	168
	Abrams Public Health 3950 S Country Club	4 Officer	Mon-Sat 0700-2200	160
	Abrams Public Health 3950 S Country Club	1 Mobile Officer	Mon-Fri 0730-1800	40
	Abrams Building Accelerate Diagnostics	1 Officer	Mon-Fri 0800-1600	40.5
	Admin Health & Welfare (Delta 1)	6 Officer	Sun-Sat 24/7	240
	Bank Of America 1st Floor	1 Officer	Mon-Fri 0800-1800	50
	Bank Of America Garage	1 Officer	Mon-Fri 0800-1800	50
	Board Meeting	3 Officer	Tue 0800-1200	12
	Children's Advocacy Center	1 Mobile Officer	Sun-Sat Various/Mobile	5
	Conciliation Court LSB 17th. Floor	1 Officer	Mon-Fri 0800-1700	40
	El Presidio Garage	4 Officer/Cashier	Mon-Fri 0530-2030	155
	Parking Facilities Lieutenant	1 Lieutenant	Mon-Fri 0700-1600	40
	Green Valley Justice Court	1 Officer	Tue-Thu 0745-1645	32
	Legal Services Building	4 Officer	Sun-Sat 0400-2400	176
	Legal Services Garage	2 Officer/Cashier	Mon-Fri 0600-2200	120
	Old Courts Metal Detection/Special	3 Officer	Mon-Fri 0700-1700	120
	Old Courts/Justice (Romero 1-5)	3 Officer	Sun-Sat 24/7	168
	Old Courts Weddings	1 Officer	Tue & Fri 1700-1830	5
	Parent Ed Program	1 Officer	Thu 0800-2200/Sat 0800-1300	10
	Public Service Building Lieutenant	1 Lieutenant	Mon-Fri 0800- 1600	40
	Public Service Building	5 Officer	Sun-Sat 0800-1600	200
	Public Service Building Patrol	1 Officer	Sun-Sat 0800-1600	40
	Public Service Building Patrol Night Shift	1 Officer	Sun-Sat 1600-2400	40
	Public Service Building Patrol Grave Yard Shift	1 Officer	Sun-Sat 2400-0800	40
	Public Works Building	2 Officer	Mon-Fri 0600-1800	60
	Public Works garage	4 Officer/Cashier	Mon-Fri 0530-2200	160
	Superior Court Metal Detectors	11 Officer	Mon-Fri 0700-1600	482
	Superior Court Lieutenant	1 Lieutenant	Mon-Fri 0615-1715	40
	Superior Court Sergeant	1 Sergeant	Mon-Fri 0630-1730	40
	Superior Court Evening	1 Officer	Mon-Fri 1600-2130	27.5
	Superior Court Mock Trial	1 Officer		51
	Special Request	1 Officer		3
Fleet Services	Fleet Services Mission Road Complex	5 Officer	Sun-Sat 0800-1600/1600-0800	106
Health Department	North Clinic	1 Officer	Mon-Fri 0700-1700	47.5
	South Clinic	1 Officer	Mon-Fri 1230-1730	25
	East Clinic	1 Mobile Officer	Sun-Sat Various Mobile	7

	Juvenile Court	4 Officer	Sun-Sat 0600-0600/0900-1300	188
	Juvenile Court Lieutenant	1 Lieutenant		40
<b>Kino Sports Complex</b>	Stadium District	1 Officer	Sun-Sat 1700-0700	82
<b>Pima County Library</b>	Columbus Library	1 Officer	Mon-Sat 1000-2000	60
	El Pueblo Library	1 Officer	Mon-Fri 0900-1700	40
	Himmel Library	1 Officer	Sun-Sat 1000-2000/Sun: 1300-1700	54
	Main Library	4 Officer	Sun-Sat 0900-2015/10-1715	179
	Martha Cooper Library	1 Officer	Sun-Sat 1000-2000/0900-1715	55
	Mission Library	1 Officer	Fri-Sun 1300-1700 Mon-Thu 1300-2000	40
	Quincy Douglas Library	1 Officer	Sun-Sat 1600-2010/0800-1700	60
	Sam Lena Library	1 Officer	Fri-Thu 1210-1710	40
	Santa Rosa Library	1 Officer	Mon-Thu 1415-2015	15
	Valencia Library	1 Officer	Sun/Sat 1215-1715	46
	Wilmot Library	1 Officer	Sat/Sun 0900-1700/1315-1715	12
	Woods Library	1 Officer	Sun/Sat 1015-2015/9-1715	64
<b>Sheriff's Department</b>	Sheriff's Admin	1 Officer	Sun-Sat 2200-0600	60
	Video Court	1 Officer	Sun-Sat 1930-2230	24
<b>Transportation</b>	Transportation	5 Officer	Sun-Sat 1600-0800/0800-1600	106
<b>Wastewater (RWRD)</b>	Tres Rios WRF/OCC	4 Officer	Mon-Fri 24/7	183
	Waste Water Roger Road	2 Officer	Mon-Fri 1730-0600	91

**ORDERS**

County will make releases by issuing work orders under this agreement. Releases will be transmitted to Contractor via fax or email.

Primary Pima County Administrator for Pima County will be performed by the PCSD GSSC or his/her designee.

Secondary Pima County Contract Administrator may be performed by Mr. Tony Cisneros, Deputy Director of Maintenance Operations of Pima County Facilities Management.

Invoices must be sent to departments/finance within fifteen (15) days from end of pay period.

Locations and hours referred to are estimated and County reserves the right to add/delete locations or to increase/decrease hours as circumstances may require adjustments at rates mutually agreed upon. No formal amendment to the agreement will be required to add/delete locations or hours.

No guarantee is made as to the actual amount of work/hours to be performed during the term of this agreement.

**OVERTIME**

Overtime will require approval by County prior to any security officers working the overtime hours. Overtime is subject to the terms prescribed in specifications contained within this solicitation.

Any overtime pay that is approved by County prior to being performed shall be paid at one and one-half (1.5) times the hourly rate listed above. County shall also pay one and one-half (1.5) times the hourly rate above for work performed on the following holidays:



- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

**REPORTING**

Contractor agrees to submit ALL reports described within fifteen (15) calendar days following the close of business of each quarter during the term of the agreement. These reports shall be submitted as an MS Excel file and delivered as an e-mail attachment or on a CD-R computer disk to the PCSD GSSC, and the County Commodity Contract Officer. Failure by Contractor to submit accurate and timely reports may result in termination of this agreement.

**SERVICE QUALITY AND FREQUENCY**

COUNTY IS TO BE THE SOLE JUDGE OF THE QUALITY AND FREQUENCY OF SERVICE PROVIDED HEREWITH. County through the PCSD GSSC, reserves the right to have ALL general supervision of all Security work performed within the contract.

The PCSD GSSC or his/her authorized representative shall have the authority to stop all Security work, whenever such stoppage may be necessary as determined by the PCSD GSSC to ensure proper execution of the Pima County Contract.

In addition, the PCSD GSSC may reject all work which does not conform to Contract standards and require the work to be redone, to direct the application of the Security Forces to any portion of the work as required, and to decide questions which arise in the execution of the work.

Whenever the above actions are necessary, the PCSD GSSC or his/her representative will work through and cooperate with the Contractor's Supervisors to ensure the proper work is performed to Pima County standard.

**SITE INSPECTIONS**

Contractor shall maintain a regular, systematic twenty-four hour (24) inspection routine of ALL locations by its Security Supervisory personnel to insure the services enumerated herein shall be performed in a professional manner.

Security Supervisor(s) conducting after-hours inspections shall be uniformed, and equipped by the Contractor with a security vehicle marked in compliance with Arizona Revised Statutes Title 32, chapter 26, sections 32-2601 et seq., and the SECURITY OFFICERS AGENCY UNIFORM GUIDELINES as published by the Arizona Department of Public Safety Licensing Unit. At a minimum the vehicle is to be equipped with a serviceable spotlight and yellow flashing beacon. Contractor shall equip this supervisor with a pager, and a dedicated mobile or cellular telephone. This telephone number will be provided to the PCSD GSSC. Strong consideration should also be given to a redundant radio dispatch capability between the Contractor's office and the Security Field Supervisor.

After-hours supervision of PIMA COUNTY security officer posts may be performed by existing roving field supervisors from the Contractor's local Tucson Office. Roving supervisors or mobile security officers shall perform the duties of the site supervisor, and shall respond and report alarms. All inspection forms shall be submitted to the PCSD GSSC within twenty-four (24) hours of inspection for review and discussion.

**STAFFING REQUIREMENTS**

Contractor agrees to hire employees of utmost professionalism, quality, honesty and integrity. All Security Officers must, at a minimum, be certified and successfully passed a Department of Public Safety background investigation pursuant to Arizona Revised Statutes Title 32, Chapter 26 "Security Guards" Articles 1-4 et seq. and the rules and regulations promulgated thereunder.

Each County facility will be staffed to maintain optimum conditions of safety and security. If the level of security at any time is considered to be unacceptable to County, CONTRACTOR will be required to increase staff or take whatever measures necessary to reach acceptable levels of security as determined by the PCSD GSSC.

Contractor agrees to provide County with a list of all PCSD GSSC approved Security Officers who will perform work under this contract. This list shall include the name, address, social security number, and date of birth of each approved Security Officer. Prior to any Security Officer performing work for County under this contract, Contractor agrees to obtain written approval of said Security Officer from County or the PCSD GSSC. Said approval can be obtained only after Contractor has issued the Security Officer with their approved Department of Public Safety Security Guard Card and Contractor has completed training of Security Officers to both industry to include, but not limited to, CPR and First Aid training and to

County standards. County reserves the right to perform additional background investigations on any and all Security Officers that are approved to be assigned to the County contract.

County reserves the right to withhold approval of assigning Security Officers to the County contract for any reason whatsoever. Because of the necessity for strict and confidential security involving public property and safety, the Security Officers who perform work under this County Contract will be subjected to the strictest scrutiny and must adhere to the most stringent professional standards of honesty and integrity. County reserves the right to remove or prevent any Security Officer from performing work under this contract and such right can be exercised at any time and without prior notice. Written notice will follow as soon as possible from the PCSD GSSC. Contractor shall also provide County with a monthly list of employees who had performed work under this Contract but are no longer employed by Contractor.

**EMERGENCY PERSONNEL**

Unless prohibited by law, Contractor shall use its best efforts to provide additional Security Officers as may be requested by County and the PCSD GSSC to maintain order by reason of a strike by County employees, a civil disturbance, riot, terrorist event, or any other similar emergency that may require additional Security Officers at rates mutually agreed upon between the Contractor and County.

**ADDITIONAL/DELETIONS TO SCOPE OF SERVICES**

The locations, total number of Security Officers and annual hours specified are based on County's current requirements. If these requirements change during the term of the contract, County reserves the right to increase or decrease hours and to add or delete Security Officers, sites or services as deemed necessary by the PCSD GSSC. These changes do not require an amendment to this contract and will be paid at the hourly rates contained within this contract.

**SHORT NOTICE SECURITY OFFICERS**

Any requests by County that are received by the Contractor with less than one (1) week notice for unscheduled Security Officer Services such as extra Security Officers at an additional post, Jail, Hospital, Sheriff's Department Property and Evidence or any other specialized functions shall be billed and paid to the Contractor at the overtime rate (1 ½ times standard hourly rate according to the Security Officer classification) for up to the first seven (7) consecutive days of the added requirement. If the request should extend beyond the seven (7) consecutive days, billing and payment would revert to the regular standard hourly rate by Security Officer Classification.

**CONTRACTOR SUPERVISION**

Contractor shall maintain a regular, systematic inspection routine of all County locations by its supervisory employees to insure that services described herein shall be performed in a professional manner at all times. The inspection shall cover all shifts, every day of the week (24/7).

Contractor is required to maintain a Tucson Office from which its operations are directed by a full-time dedicated Security Branch Manager and have round-the-clock trained uniformed Security Officers Supervisory Staff (i.e. Site Supervisor/Account manager, Mobile Patrol Supervisor, Roving Patrol supervisor, Post Supervisors, Control Desk Supervisor(s), or Squad Leaders). Contractor shall provide the names and telephone numbers of their Security Branch Manager and ALL Supervisory staff to the PCSD GSSC. Contractor shall insure that a supervisory member shall be on-call twenty-four hours (24) per day. In addition to County's in-house communications, strong consideration should be given to a Security Supervisory Staff commanded and controlled via radio dispatch from the Contractor's Central Tucson Office and linked to the Pima County Security Control Office located on A/B level.

Although supervision of staff working in County facilities will be provided at the Contractor's discretion, County reserves the right to request additional supervision should it determine that the current supervision provided by the Contractor is inadequate.

All work shall be directed by qualified, trained and experienced supervisors and all personnel shall be trained and instructed in the best practices of Safety and Security to include CPR and First Aid.

Industry standard Incident Reports and Daily Activity Reports (logs) are the preferred format for the documentation of all situations reported and/or responded to by the Security Officer force, actions taken, and notifications made. Accurate records for all shifts shall be maintained and accessible to the PCSD GSSC on a 24-hour notice.

Contractor shall maintain a personnel system that will result in the best possible work standard and careful screening of all personnel.

Contractor will create in-conjunction with the PCSD GSSC, keep current and will update all changes for ALL Security Post Orders and Standard Operating Procedures. Post Orders will be reviewed on an annual basis or as Posts change or become inactive.

**TRAINING**

Contractor is expected to provide qualified and trained and licensed professional security officers, trained to the standards and practices of the highest level of the security industry. Security officers assigned to the County Contract **MUST** be First Aid and CPR Certified. Documentation of such qualifications must be provided to the PCSD GSSC prior to security officers being allowed to work under the Pima County Contract.

The PCSD GSSC reserves the option of screening and interviewing each security officer assigned to the Pima County Contract to assure a proper and professional fit with the expectations of the Pima County client. The PCSD GSSC also reserves the right to deny the assignment of any security officer to the Pima County Contract.

Contractor shall provide on the job training (OJT) for each professional security officer on the specific requirements for his/her assigned post. During this period Contractor shall provide immediate supervision to ensure the proper training of all security officers assigned to the Pima County contract. Each security officer's training is to be documented on a Field Training Checklist specified at each post. These Field Training Documents will be kept on file by the Contractor and readily available for inspection by the PCSD GSSC.

Contractor shall provide maximum cross training of security officers to ensure flexibility of operations and coverage.

Contractor shall provide a minimum of sixteen (16) hours of classroom instruction by the end of each security officer's first thirty (30) days of assignment to the County Contract. The subject of this training shall be determined by County in conjunction with, but not limited to, the provisions of Arizona Revised Statutes section 32-2601. This training shall be in addition to whatever on-the-job training is necessary.

Training hours shall not be construed as voluntary, and all security officers participating shall be paid training time by the Contractor. County may, at the request of the Contractor, accept previous training or experience, in lieu of the above; this will be on an individual basis at County discretion.

In addition to or in conjunction with the requirements of the Arizona Department of Public Safety Licensing Unit and Arizona Revised Statutes, Security Officers assigned to the Pima County Contract training shall include:

**Day One**

- The Definition, History and role of security – including concepts of Risk Management, Loss Prevention, and visible deterrent.
- Customer Service and Public Relations.
- Foot and Vehicle Patrol
- Parking Lot Security and Escorts
- Radio and Telephone Procedures
- Observation, questioning of witnesses
- Proper Incident Report writing, accident reporting, definition of crimes
- Hostile work environment/harassment and discrimination
- Self-defense and handcuffing techniques

**Day Two**

- Safety awareness and officer safety
- Fire Prevention, suppression and equipment
- Bomb Threats and hazardous materials
- Scene protection/preservation of evidence
- Laws of arrest; search and seizure
- Handling intoxicated and disturbed persons
- Crowd control and traffic control
- Proper and safe emergency response
- Self-defense and handcuffing techniques

Contractor shall not assign any security officers to an outlying, solo, or unsupervised post unless they have been trained, and objectively evaluated or certified in the above knowledge, skills and abilities. Security Officers will not be assigned to any Pima County post without the prior interview and approval of the PCSD GSSC.

By the end of the security officer's first ninety (90) days assignment to the County Contract, the Contractor shall provide eight (8) additional hours of follow-up training in the following curriculum:

- Professional Image
- Legal and liability aspects
- Security awareness; physical security
- Crime prevention
- Testimony and Courtroom Demeanor
- Workplace Violence
- Lock and key Control
- Substance Abuse and drug recognition
- Self-defense and handcuffing technique certification

Prior to being assigned to the County Contract or any Pima County Security Post, unless currently certified, each Security Officer shall successfully complete Contractor provided First Aid and CPR training. The Contractor will also be expected to provide eight (8) hours of annual in-service or refresher training in any perishable skills maintenance and contemporary issues.

As specified by the Pima County Superior Courts Security Services Manager, Juvenile Court Facilities Manager or Justice Courts Security Manager, security officers assigned to metal detectors shall successfully undergo a strict three-day (3) site specific on-the-job training iteration by the Contractor. This will be directly under the supervision of the Security Officer in charge (LT.) and certified security officer training officer. It will emphasize hands-on competencies, and shall include:

- Introduction: Security Concepts
- What are Superior Courts?
- Personnel
- Types of Cases, etc.
- What is Juvenile Court?
- Personnel
- Types of Cases, etc.
- Law Enforcement Agency of Jurisdiction and Security Officer Affiliation
- Security Officer responsibility
- Security Officer demeanor and professionalism
- Security Officer public relations
- Security officer professional image
- Training on explosive device detection
- Post Order Review
- Tour of Court Complexes
- Explanation of over-all security practices
- Metal/weapons detection operation
- Wanding Procedures
- Testing pass/fail of metal detector operations (OJT)

Reasonable requests for exceptions or changes in metal detector training will be reviewed and, if in the opinion of County, they do not diminish the intended competencies of the Security Officers, they may be approved. Any such approval will be at the sole discretion of Pima County. The pass/fail portion of the training and operation of the Metal detector shall not be deviated from under any circumstances.

Note: All (OJT) is conducted and provided by the Contractor and is non-billable to County and provided by On-Site Supervisory personnel or qualified and certified metal detector training security officers.

Any other training such as Homeland Security and Emergency Response Training may be provided by County, at the discretion of County and at no expense to the Contractor.

#### **County Parking Garages**

As specified by the County Parking Garage Administrator, Security Officers assigned to County parking facilities shall successfully undergo a strict three-day site specific on-the-job training iteration by the contractor. This will be under the supervision of the Security Officer In-Charge and/or qualified security training officer assigned to the County Parking Facilities. It shall include but not limited to:

- Pima County Parking Policy – General Rules and Common Parking Procedures
- Emergency Procedures

- After-hours policies
- Traffic Control
- Sign-In Logs
- Service Reports
- A&B Level Operations and passes
- Daytime and Visitor Sign in sheets
- Issuance of Visitor passes
- Closed Circuit Television Monitoring
- Issuing Parking Violations
- Night, weekend and Special openings procedures and passes
- Cashier duties
- Golf Cart Operations

**Training specific to El Presidio Garage and Public Works Garage shall include but not limited to:**

- Facility Orientation
- Golf Cart Operation
- Procedures for abandoned vehicles
- Operation of ticket machine and gate
- Handling bank and cash trays
- Operations of cash register and printer
- Lock and unlock procedures
- Rush hour, Council meetings, Cone placement procedures
- Monitoring Garage Tunnels
- Key Operation for elevators
- Sign Operation
- Storage, use of oil absorbent
- VIP parking and special patrols
- Light and gate box switches
- Fan operations and switches

**Training specific to the Legal Services Garage shall include but not limited to:**

- Garage gates and elevator locks and unlocks
- Operation of lighting
- Traffic routing
- Tag checks
- Parking pass issuance
- Patrol procedures
- Golf Cart operation

The Contractor shall provide a minimum of sixteen (16) additional hours of classroom or documented formal training self-study instruction by the end of each security officer's first sixty (60) days assignment to a County security supervisory position (Sergeant, Lieutenant and Captain). The subject matter of this training, as determined by County, shall be focused on managing employee performance and the Role of a Supervisor, and at a minimum shall include the following topics:

- Requirements of the Pima County Contract
- Transition to a supervisory position
- Ethics and professionalism
- Role and responsibilities of the supervisor
- Interpersonal Communications skills
- Leadership
- Sources of Supervisory power
- Individual management skills
- Coaching and Counseling of Employees
- Problem solving and decision making
- Harassment and Discrimination
- Team Building
- Personal and Professional Development
- Dealing with Difficult Customers
- Delegation Principles

- Mentoring and development of subordinates
- Emergency Operations and Incident Command
- Documenting and Report Writing

#### **Homeland and Security/Emergency Response Training**

Inasmuch as the Security Officer Force is an integral component of the County's emergency response capability, Contractor will coordinate with PIMA County to maximize compliance with the National Incident Management System (NIMS) in all phases of training and operations. The PCSD GSSC through the auspices of the Pima County Office of Emergency Management and Homeland Security, shall schedule Security Officers supervisors to attend formal classes on Pima County Administrators Policy 30-26 regarding emergency response.

Individual training records for all Security Officers assigned to the County contract will be kept in detail on approved formats or forms with copies being forwarded to the Security Officers' personnel file(s). Any training involved certification (i.e. First Aid, CPR) will be tracked to ensure the training is timely and scheduled for necessary re-training/re-certification to preclude a lapse. If requested by county, the Contractor must provide certificates of training within twenty-four (24) hours that indicate the class title, employee name, and the date the class was completed.

#### **Uniforms**

Contractor shall provide ALL uniforms required exclusive of shoes, socks and underwear. Contractor shall provide all security equipment required. All Security Officers assigned to the Pima County contract shall be in uniform at all times when on-duty and on Pima County property. Uniforms shall be neat and clean and pressed and wrinkle free. All Security officers assigned to the Pima County contract shall be clean-shaven and professional and neat in appearance projecting a professional image to Pima County employees and patrons who visit Pima County properties.

- Security Officer Uniforms are to be in total compliance with Arizona Revised Statutes Title 32, Chapter 26, section 32-2601 et seq. and the SECURITY OFFICERS AGENCY UNIFORM GUIDELINES as published by the Arizona Department of Public Safety Licensing Unit.
- Specific standards for acceptable hairstyles, facial hair, fingernails, jewelry, and body piercing jewelry, tattoos, and body markings will be the same as contained in the Pima County Sheriff Department Rules and Regulations Manual under Appearance, Uniforms, and Equipment. Security Officers will be held to the same professional uniform standards as the uniformed employees of the Pima County Sheriff's Department. If Security Officers do not meet the required uniform guidelines, they may be removed from their County post by the PCSD GSSC.
- ALL Security Officers assigned to the Pima County contract shall carry a working, high powered flashlight, pen, notebook and have the appropriate forms available to them at all times.
- Badges shall be prominently displayed. Badges worn on the uniform shirt shall be metal (not embroidered, not plastic), and shall be a style approved by the Department of Public Safety Licensing Unit. Security Officers shall wear a matching metal (not plastic) nameplate at all times while serving the Pima County contract. The PCSD GSSC reserves the right to remove any Security Officer assigned to the Pima County contract for failure to wear an approved badge or nameplate while on duty on Pima County property.
- Belts shall match the shoes, and shall be uniform. They shall be accessorized only with matching accoutrements (keepers, flashlight, key ring holders, pouches, radio carriers, etc.) Either the Cordova nylon "duty" or leather "Garrison" style is acceptable (the latter will be worn with appropriate metal belt buckle, which match the badge and name plate)
- Shoulder sleeve insignia shall prominently display the word "Security" in contrasting letters at least 3/8 inch in height; and the word(s) "Security" or "Security Officer" shall appear on the back of the jacket in large four (4) inch white or gold or reflective block letters and easily visible to the public identifying them as Security Officers.
- Security Officers shall have the year-round option of a Contractor provided long-sleeve uniform shirt – for protection from long term sun exposure damage to exposed skin, as well as for warmth. At no time will it be permissible to wear a long sleeve garment of any type under a short sleeve uniform shirt. And, because they provide better protection from the elements than baseball or service style caps, broad brimmed ("Smokey" or "trooper") style hats may also be a Contractor provided option.
- Approved individually issued foul weather garments (jackets, windbreakers, rain gear) must be available and provide by the Contractor.
- In warmer weather, personnel assigned to the Pima County garages as Security Officers and Cashiers shall have the option of a "soft" uniforms (shorts and approved polo style shirt) polo style shirts must be bright in color (highly visible, i.e. Gold, Red, Traffic Green, etc. ) as these Security Officers are in garages and constantly exposed to moving vehicular traffic. These "soft" uniforms must be approved by the Pima County Sheriff Department GSSC in conjunction with the Pima County Garage Facilities Manager.

- Certain posts within Pima County as designated by the PCSD GSSC will require Security Officers to be in uniform dress shirts, ties, blazers and dress pants. These upgraded uniform requirements are mandatory for male and female Security Officers and shall be supplied by the Contractor.
- The PCSD GSSC reserves the right to remove any Security Officer assigned to the Pima County contract for not meeting all uniform requirements set forth within this contract.

**Vehicles**

Vehicles for Roving Patrol Supervisor and the Mobile Security Officer at the Abrams Health Clinic shall be provided by the Contractor. Said vehicles are to be prominently marked (in full compliance with the SECURITY OFFICER AGENCY UNIFORM GUIDELINES as published by the Arizona Department of Public Safety Licensing Unit) with the word "Security"; and shall be equipped with a serviceable spotlight and flashing yellow beacon.

Contractor shall provide and be responsible for all fuel, maintenance, and insurance of all Contractor owned vehicle used for the performance of services required herein and communications equipment required for providing services within the County contract. Weekly miles average 150 miles per week.

The vehicle for the Security Officer at the Mission Road Complex shall be provided by County.

Electric Golf Carts at the County garages shall be provided by County. ONLY those Security Officers that have gone through and successfully completed Contractor Golf Cart training shall be allowed to operate Golf Carts on County property. This training shall be documented and copies provided to the PCSD GSSC and the Pima County Facilities Management Garage Manager.

**SEE UNIT PRICES FOR CLASSIFICATIONS.****5. OFFER ACCEPTANCE AND ORDER RELEASES:**

County will accept offers and execute contracts by issue of a Master Agreement (MA) (Recurring requirements to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) documents. Order documents will be furnished to Contractor via facsimile, e-mail or telephone. **If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.**

**Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) or Delivery Order Maximo (DOM) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order (DO) or Delivery Order Maximo (DOM).**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

**6. ACCEPTANCE OF SERVICES:**

The County Department designated on the issued Order will accept services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

**7. COMPENSATION & PAYMENT:**

All pricing will conform to County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's Order document.

All Invoice documents will reference the County's Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) or Contract number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to

Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated Purchase Order (PO), Delivery Order (DO) or Delivery Order Maximo (DOM) to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: 0 % if payment tendered within 0 Days as above

The Master Agreement (MA) or Purchase Order (PO) 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 for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the delivery article of this contract or accepted Order for services or products and all freight costs must be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

**Price Warranty.** Contractor will give County the benefit of any price reduction before actual time of shipment. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

**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 desired implementation 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 referred to are estimated quantities. County reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

Unit prices offered must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the contract.

Contractor will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed County's order. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount billed in an untimely manner or which is not conforming to County's order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).



**UNIT PRICES (Net 30 day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Uniformed Security Services				
2	Cashier/Officer hourly rate Rates changed per service class	22,620	HR	15.28	345,633.60
3	Officer hourly rate - Rates changed per service classification	164,764	HR	15.29	2,519,241.50
4	Sergeant hourly rate - Rates changed per service classification	28,328	HR	15.66	443,616.48
5	Lieutenant hourly rate - Rates changed per service classification	10,400	HR	16.03	166,712.00
6	Mobile Officer (Abrams) hourly rate includes cost of vehicle	2,704	HR	15.27	41,290.08
7	Captain hourly rate- Rates changed per service classification	2,080	HR	21.22	44,137.60
8	Officer Overtime hourly rate- Rates changed per service classification	12,617	HR	22.94	289,433.98
9	Sergeant Overtime hourly rate- Rates changed per service classification	2,040	HR	23.48	47,899.20
				<b>TOTAL BID</b>	<b>3,897,964.20</b>

For those items not specifically listed and priced above that may be provided within the defined scope of this agreement the Seller shall submit Master Price List (MPL) documents, diskette or compact disc and filenames or identify website address, identifying all other items offered pursuant to this agreement to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices shall be of similar discount off List Prices as given for those items specifically defined above. Item Unit Prices above shall govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Unit Price x Discount % = Discounted Unit Price)

**8. DELIVERY:**

As defined by the Standard Terms, "On-Time" delivery is an essential part of the consideration to be given to County under the contract. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Delivery Order (DO) or Delivery Order Maximo (DOM) or Contract.

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

Articles sold to COUNTY are exempt from federal excise taxes. 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 expressly included in the contract and itemized by the solicitation documents.

**10. OTHER DOCUMENTS**

Contractor and County in entering into this contract have relied upon information provided or referenced by County

Solicitation No. 175503 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

# **11. INSURANCE:**

## **1.1. Insurance Requirements:**

1.1.1. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1.1.2. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

## **1.2. Minimum Scope and Limits of Insurance:**

Contractor shall provide coverage with limits of liability not less than those stated below.

### **1.2.1. Commercial General Liability (CGL) – Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Each Occurrence	\$2,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include County, and its departments, agencies, 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.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### **1.2.2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract. Policy shall be Combined Single Limit (CSL) of \$1,000,000

- a. Policy shall be endorsed, as required by this written agreement, to include County, and its departments, agencies, 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 involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of County, and its departments, agencies, boards, commissions, officers,

officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### 1.2.3. Workers' Compensation and Employers' Liability

Workers' Compensation Employers' Liability	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

### 1.3. **Additional Insurance Requirements:**

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

1.3.1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or County shall be excess and not contributory insurance.

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

### 1.4. **Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to County, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to County representative.

### 1.5. **Acceptability of Insurers:**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

### 1.6. **Verification of Coverage:**

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1.6.1. All certificates and endorsements, as required by this written agreement, are to be received and approved by 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 policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

1.6.2. All certificates required by this Contract shall be sent directly to the Department. County project/contract number and project description shall be noted on the certificate of insurance. County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**1.7. Subcontractors:**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Contractor will provide COUNTY with current executed certificates of insurance within two weeks from when the Notice of Award is issued by County. All certificates of insurance will guarantee the provision of thirty (30) days' prior written notice to COUNTY of cancellation, non-renewal or material change.

**12. PERFORMANCE BOND:**

Bonds are required: *Performance (Surety) Bond: \$525,000.00, Fidelity Bond: \$52,500.00.*

**13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that the following solicitation addenda have been incorporated in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
1	05/26/15	2	05/28/15		

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION: N/A**

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**15. BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME: Aarrowhead SecurityBUSINESS ALSO KNOWN AS: Vet-Sec Protection AgencyMAILING ADDRESS: 2030 N. Forbes Blvd., Suite 106CITY/STATE/ZIP: Tucson, AZ 85745REMIT TO ADDRESS: 2030 N. Forbes Blvd., Suite 106CITY/STATE/ZIP: Tucson, AZ 85745CONTACT PERSON NAME/TITLE: Jessica Palato/Branch ManagerPHONE: 520-408-8184 FAX: 520-408-8186CONTACT PERSON EMAIL ADDRESS: jpalato@vetsec.com

EMAIL ADDRESS TO WHICH ORDERS &amp; CONTRACTS SHALL BE TRANSMITTED:

jpalato@vetsec.com**CORPORATE HEADQUARTERS LOCATION:**STREET ADDRESS CITY, STATE, ZIP: 1906 N. 16th Street, Phoenix, AZ 85006

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 may not be evaluated. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a Master Agreement (MA) or Purchase Order (PO) document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that will require Contractor to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE:  DATE: 6/02/15Scott Carter/General Manager

PRINTED NAME &amp; TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 480-220-5851/scott@vetsec.com

END OF OFFER AGREEMENT

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

**PIMA COUNTY STANDARD TERMS AND CONDITIONS (03/18/15)****1. OPENING:**

Responses will be publicly opened and each respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. All interested parties are invited to attend.

**2. EVALUATION:**

Responses shall be evaluated to determine which are most advantageous to Pima County (COUNTY) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, COUNTY will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made 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 offered by Contractor.

**3. AWARD NOTICE:**

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

**4. AWARD:**

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of COUNTY. Unless expressly agreed otherwise, resulting contracts are not exclusive, 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 an offer, 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 shall govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

**7. INTERPRETATION and APPLICABLE LAW:**

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall 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 required by COUNTY Procurement Code. 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 to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. 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 extended in writing by an authorized representative of COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, 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 will not be held 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, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

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

**13. INSPECTION:**

All goods and services are subject to inspection and testing at place of manufacture, destination or both by COUNTY. Goods failing to meet specifications of the order or contract will be held at Contractor's risk and may be returned 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 waiver of any condition will not be considered a waiver of that condition for subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and are to be included in the Unit Price offered by Contractor and accepted by COUNTY.

**15. PAYMENT TERMS:**

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

**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 all specification requirements have been met.

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

In the event any item furnished by Contractor in the performance of the contract should fail to conform to the specifications thereof, or to the sample submitted by Contractor, 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 Master Agreement or Purchase Order and 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 Master Agreement, Purchase Order 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 offer 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 at any time it shall be found that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

**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 developed by COUNTY. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. 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 are within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY contracts can be viewed 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 Master Agreement, Purchase Order, and associated orders. Contractor may be required 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 Master Agreement, Purchase Order 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 be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

**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 provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. 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 brought 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 Master Agreements or Purchase Orders 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 INFORMATION:**

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 information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

**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 specifically stated otherwise in the contract. Such tools and documentation are the property of COUNTY and will be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation will be delivered 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 had 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 filed in accordance with the Pima County Procurement Code, Section 11.20.010.

**33. TERMINATION:**

COUNTY reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo 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 and must be promptly delivered 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: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; 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 Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed 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 Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of COUNTY are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

**38. AUTHORITY TO CONTRACT:**

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

**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 Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo 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 directly employed by it. 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 found 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 otherwise specified and agreed to in writing by COUNTY, 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.

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