

**SERIAL 14009 RFP JAILS CONTROL UPGRADE**

**DATE OF LAST REVISION: April 07, 2016**

**CONTRACT END DATE: April 30, 2016**

**CONTRACT PERIOD THROUGH ~~SEPTEMBER 03, 2015~~ ~~JANUARY 03~~ APRIL 30, 2016**

TO: All Departments  
FROM: Office of Procurement Services  
SUBJECT: Contract for **JAILS CONTROL UPGRADE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 11, 2014 (Eff. 07/01/14)**.

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

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Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

**LA/jl**  
Attach

Copy to: Office of Procurement Services  
**Christian Jonson**, Facilities Management



## CONTRACT PURSUANT TO RFP

SERIAL 14009-RFP

This Contract is entered into this 11<sup>th</sup> day of June, 2014 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Climatec, LLC, an Arizona corporation ("Contractor") for the purchase of Jails Controls Upgrade requirements services.

### 1.0 CONTRACT TERM:

- 1.1 This contract begins on the 11<sup>th</sup> day of June, 2014 and ends 430 calendar days from the NOTICE TO PROCEED, unless extended otherwise.
- 1.2 The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, or other specified length options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to extend the contract term at least thirty (30) Calendar Days prior to the expiration of the original contract term.

### 2.0 PAYMENTS:

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 2.3 INVOICES:
  - 2.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

- 2.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.
- 2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

**3.0 AVAILABILITY OF FUNDS:**

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

**4.0 DUTIES:**

- 4.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.
- 4.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

**5.0 TERMS and CONDITIONS:**

**5.1 INDEMNIFICATION:**

- 5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 5.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 5.1.3 The scope of this indemnification does not extend to the sole negligence of County.

5.2 INSURANCE:

- 5.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 5.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 5.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 5.2.9 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.2.10 Automobile Liability:

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

5.2.11 Workers' Compensation:

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

5.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

5.2.12 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

5.2.13 Certificates of Insurance.

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

5.2.13.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

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

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

5.2.14 Cancellation and Expiration Notice.

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

5.3 WARRANTY OF SERVICES:

- 5.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 5.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

5.4 INSPECTION OF SERVICES:

- 5.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 5.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 5.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:
  - 5.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
  - 5.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 5.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
  - 5.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or
  - 5.4.4.2 Terminate the Contract for default.

5.5 REQUIREMENT OF CONTRACT BOND(S):

- 5.5.1 Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bond(s), which shall become binding upon the award of the Contract to the Contractor.
  - 5.5.1.1 A Performance Bond equal to the full Contract amount conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
  - 5.5.1.2 A Payment Bond equal to the full contract amount solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

- 5.5.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.
- 5.5.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.5 NOTICES:

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

For County:

Maricopa County  
Office of Procurement Services  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

Mr. Chad Ence  
Climatec, LLC  
2851 West Kathleen Rd.  
Phoenix, AZ 85053

6.6 REQUIREMENTS CONTRACT:

- 6.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 6.6.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 6.6.3 Purchase orders will be cancelled in writing.

6.7 TERMINATION FOR CONVENIENCE:

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

The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**6.8 TERMINATION FOR DEFAULT:**

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

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

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

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

**6.9 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

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

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

**6.11 OFFSET FOR DAMAGES;**

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

**6.12 ADDITIONS/DELETIONS OF SERVICE:**

6.12.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are

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

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

**6.13 RELATIONSHIPS:**

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

**6.14 SUBCONTRACTING:**

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

**6.15 AMENDMENTS:**

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

**6.16 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:**

6.16.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

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

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

**6.17 AUDIT DISALLOWANCES:**

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

**6.18 SEVERABILITY:**

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

**6.19 RIGHTS IN DATA:**

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

**6.20 INTEGRATION:**

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

**6.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

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

6.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.21.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**6.22 CONTRACTOR LICENSE REQUIREMENT:**

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

- 6.22.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

**6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

- 6.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
- 6.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
  - 6.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 6.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
  - 6.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 6.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 6.23.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**6.24 PRICES:**

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

**6.25 GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

**6.26 ORDER OF PRECEDENCE:**

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

**6.27 INFLUENCE**

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

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

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

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

**6.28 PUBLIC RECORDS:**

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

**6.29 INCORPORATION OF DOCUMENTS:**

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

- 6.29.1 Exhibit A, Pricing;
- 6.29.2 Exhibit B, Scope of Work;
- 6.29.3 Exhibit C, Office of Procurement Services Contractor Travel and Per Diem Policy
- 6.29.4 Exhibit D, Jail Access/Detention and Sheriff's Office Facilities Security Guidelines
- 6.29.5 Exhibit E, Code of Conduct Policy

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

**CONTRACTOR**

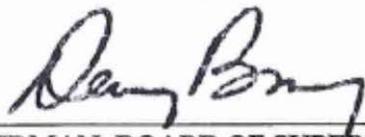
  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

CHAD ENCE - GM  
\_\_\_\_\_  
PRINTED NAME AND TITLE

2851 W. KATHLEEN RD PHOENIX, AZ 85053  
\_\_\_\_\_  
ADDRESS

5/15/14  
\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

  
\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

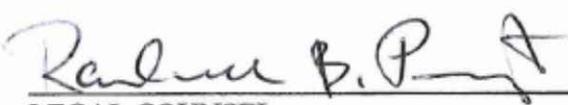
JUN 11 2014  
\_\_\_\_\_  
DATE

**ATTESTED:**

  
\_\_\_\_\_  
DEPUTY CLERK OF THE BOARD

JUN 11 2014  
\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
LEGAL COUNSEL

27 May 2014  
\_\_\_\_\_  
DATE

**EXHIBIT A**

**PRICING**

SERIAL 14009-RFP

NIGP CODE: 909-30

COMPANY NAME:

DOING BUSINESS AS (DBA) NAME:

MAILING ADDRESS:

REMIT TO ADDRESS:

TELEPHONE NUMBER:

FACSIMILE NUMBER:

WEB SITE:

REPRESENTATIVE NAME:

REPRESENTATIVE PHONE NUMBER:

REPRESENTATIVE E-MAIL:

Climatec LLC  
 Climatec BTG  
 2851 West Kathleen Rd  
 Phoenix, AZ 85053  
 2851 West Kathleen Rd  
 Phoenix, AZ 85053  
 602-944-3330  
 602-574-1279  
[www.climatec.com](http://www.climatec.com)  
 Ed Rucker  
 602-980-3327  
[eddier@climatec.com](mailto:eddier@climatec.com)

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.  
 PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO  
 CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

- |   |   |
|---|---|
| <input type="checkbox"/> [ ] NET 45 DAYS            | <input type="checkbox"/> [ ] 1% 10 DAYS NET 30 DAYS |
| <input type="checkbox"/> [ ] NET 60 DAYS            | <input type="checkbox"/> [ ] 2% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> [ ] NET 90 DAYS            | <input type="checkbox"/> [ ] 1% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> [ ] 2% 10 DAYS NET 30 DAYS | <input type="checkbox"/> [ ] 5% 30 DAYS NET 31 DAYS |

1.0 PRICING: The following unit pricing and breakdown will be used for added and/or deducted scope.

Description	General Contractor / Subcontractor	Qty	Unit Price	Total
1 Facilities automation system (Provide backup breakdown; all pricing to include material and labor breakdown with unit pricing)	Climatec LLC		\$	\$ 1,019,441.82
2 Testing, Adjusting and Balancing (Provide backup breakdown; all pricing to include material and labor breakdown with unit pricing)	Technical Air Blance		\$	\$ 394,905.00
3 Duct Cleaning (Provide backup breakdown; all pricing to include material and labor breakdown with unit pricing)	mintie corporation		\$	\$ 726,621.00
4 Mechanical Facility Startup / Commissioning (Provide backup breakdown; all pricing to include material and labor breakdown with unit pricing)	Climatec LLC		\$	\$ 42,067.00
5 Training	Climatec LLC		\$	\$ 1,200.00
6 Allowances: All other remaining pricing as per drawings and specifications not listed above. (Provide backup breakdown; all pricing to include material and labor breakdown with unit pricing); Allowance items include: Note 7 and 10 are included and should read replace actuators if they are not operational. Other allowance items included are Thermostat and temperature sensors, Valve and Valve Actuators, Damper Motors, Fire /	Climatec LLC		\$	\$ 234,300.00

4th Avenue Jail - base bid + allowances per bid pkg	\$	\$ 2,418,534.82
OVERHEAD (% x (SCC)) on subcontractor work	\$	241,853.48
PROFIT (% x (GC)) on general contractor work	\$	79,811.65
INSURANCE (% x (SCC+GC+OHD+PFT))		0
BOND (% x (SCC+GC+OHD+PFT+INS))	\$	41,103.00
TAXES (% x (SCC+GC+OHD+PFT+INS+BND))	\$	148,799.71
<b>4th Ave Total</b>		<b>\$ 2,930,102.66</b>

Lower Buckeye Jail (LBJ)	1 Facilities automation system (Provide backup breakdown; all pricing to include material and labor breakdown with unit pricing)	<u>Climatec LLC</u>	\$	\$ 1,646,453.25
	2 Testing, Adjusting and Balancing (Provide backup breakdown; all pricing to include material and labor breakdown with unit pricing)	<u>Technical Air Blance</u>	\$	\$ 468,430.00
	3 Duct Cleaning (Provide backup breakdown; all pricing to include material and labor breakdown with unit pricing)	<u>mintie corporation</u>	\$	\$ 242,207.00
	4 Mechanical Facility Startup / Commissioning (Provide backup breakdown; all pricing to include material and labor breakdown with unit pricing)	<u>Climatec LLC</u>	\$	\$ 59,082.00
	5 Training	<u>Climatec LLC</u>	\$	\$ 1,200.00
	6 Allowances: All other remaining pricing as per drawings and specifications not listed above. (Provide backup breakdown; all pricing to include material and labor breakdown with unit pricing); Allowance items include: Note 7 and 10 are included and should read replace actuators if they are not operational. Other allowance items included are Thermostat and temperature sensors, Valve and Valve Actuators, Damper Motors, Fire /	<u>Climatec LLC</u>	\$	\$ 363,083.00
<b>LBJ - base bid + allowances per bid pkg</b>			\$	\$ 2,780,455.25
OVERHEAD (% x (SCC)) on subcontractor work			\$	\$ 278,045.53
PROFIT (% x (GC)) on general contractor work			\$	\$ 83,663.90
INSURANCE (% x (SCC+GC+OHD+PFT))				0
BOND (% x (SCC+GC+OHD+PFT+INS))			\$	\$ 47,132.47
TAXES (% x (SCC+GC+OHD+PFT+INS+BND))			\$	\$ 171,903.12
<b>LBJ Total</b>				\$ 3,361,200.26
<b>Grand TOTAL (4th Ave. Jail + LBJ)</b>				\$6,291,302.92

**EXHIBIT B**

**SCOPE OF WORK**

- 1.1 It is the intent of Maricopa County to enter into an agreement for Maricopa County's Facilities Management and the Maricopa County Sheriff's Office (MCSO) to provide, install, connect, and calibrate the entire Facility Management System (FMS) as indicated on the Drawings and as necessary to provide fully automatic control for all systems as shown in the control drawings, stated in the sequences of operation, indicated in the electrical ladder diagrams, or as otherwise indicated in the Contract Documents. The Contractor shall coordinate with these other suppliers and trades to provide a completely integrated control system. The Contractor shall provide the engineering, installation supervision, programming, graphics development, calibration, startup, and checkout necessary for a complete and fully operational control System. Startup documentation verifying proper operation of all points and all integrated systems shall be provided. Owner training and instruction of the installed control system is required.
  
- 1.2 The scope of work also includes but is not limited to all FMS controllers, control devices and components, control valves, damper actuators, thermostats, control panels, front end software and graphics, and sequence of operations; and all parts, services and programming to replace the existing TAC/CSI Building Automation Systems in two county jails; a complete air and water side system rebalance, a complete airside duct cleaning, complete airside filter replacement, and commissioning of the complete mechanical systems. This contract may be awarded in full or in part based on the vendor's capability to support the automation systems in the county's facilities in question and the existing front end software packages in FMDs Boiler Room.

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

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): [www.gsa.gov](http://www.gsa.gov)
  - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
  - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
  - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
  - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
  - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
  - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
  - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
  - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
  - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
  - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.
- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

**EXHIBIT D**

**JAIL ACCESS POLICY**

<p><b>MARICOPA COUNTY SHERIFF’S OFFICE</b></p> <p><b>Policy &amp; Procedure      Joseph M. Arpaio – Sheriff</b></p>		
<p><b>Subject</b></p>	<p><b>JAIL ACCESS</b></p>	<p><b>Policy Number</b></p> <p><b>DH-1</b></p>
		<p><b>1. Effective Date</b></p> <p><b>12-10-09</b></p>
<p><b>Related Information</b> GD-14, <i>Access to Secured Office Buildings</i></p>	<p><b>Supersedes</b> DH-1 (03-28-97)</p>	

**PURPOSE**

The purpose of this Policy is to identify the various types of authorized jail access cards and passes with which persons are permitted entry into a jail.

**POLICY**

For the safety of employees, visitors, inmates, the protection of Office property, and the security of criminal justice information, it is the policy of the Office to ensure that entry into the jails is limited by allowing only authorized personnel access.

**DEFINITIONS**

*None*

**PROCEDURES**

1. **Jail Commander Responsibilities:** Jail commanders shall ensure that their jail perimeter is secured so inmates remain within the confines of the jails boundary and access by the general public is restricted.
2. **Authorized Access:** Employees from other agencies, departments, or vendors who perform duties or services not ordinarily completed by Office personnel, may be granted access to jail facilities. Personnel not employed by the Office who may be granted access to a jail include, but are not limited to, the following:
  - A. Emergency services personnel.
  - B. Authorized health care personnel.
  - C. Contract personnel.
  - D. Maricopa County Facilities Management personnel.
  - E. Private vendor personnel.
  - F. Health and fire inspectors.
3. **Jail Access ID Cards:** Individuals requesting entry into a jail on a regular basis to provide a service or program may be issued Jail Access ID Cards. Upon approval by a custody bureau commander, or his designee, these cards are issued initially for one year and are renewable. Renewals issued subsequent to the first year will be valid for a period of two years. These issued ID cards allow access to all facilities and will include a photo and an expiration date.

- A. After a satisfactory record check, the Custody Support Division may issue the following types of Jail Access ID Cards:
  - i. The yellow Jail Access ID Card is used by individuals such as inmate programs, religious volunteers, and contracted programs personnel. Yellow card holders are authorized to conduct group meetings or religious services for inmates in areas designated by the jail commander. These card holders are allowed to meet with inmates on a one-on-one basis in visitation, however, are **restricted** from meeting with inmates on a one-on-one basis in inmate housing areas, unless accompanied by a blue card holder.
  - ii. The blue Jail Access ID Card is used by religious advisors, chaplain aides, and contracted chaplains. Blue card holders are authorized to conduct group meetings, religious services, and one-on-one meetings with inmates in areas designated by the jail commander.
  
- B. Volunteers and contract personnel with the Custody Support Division, not otherwise employed by the Office who are issued Jail Access ID Cards, must agree in writing to abide by all the rules and regulations contained in the *Custody Support Division Handbook* for volunteers and contract employees. The written agreements will be maintained by the Custody Support Division Commander or his designee.
  
- C. Individuals possessing an expired or revoked Jail Access ID Card shall not be permitted entry into the jail. Detention personnel will confiscate the expired or revoked card and forward it through the chain of command, along with a memorandum, to the Custody Support Division Commander. The memorandum will include details of the confiscation and any other actions taken. Questions regarding this action will be referred to the Custody Support Division Commander, or his designee, through the chain of command.
  
- 4. **Visitor Pass Cards:** Visitor Pass Cards are issued to individuals requesting intermittent or temporary access into a jail to provide a service or program. These access cards do not contain a photograph of the individual but are temporarily exchanged for personal ID. Prior approval by the jail commander, or his designee, may also be required. The individual will be instructed to display the Visitor Pass Card on the outer garment so that it will be readily seen at all times while the visitor is inside the jail.
  - A. A. The Visitor Pass Card may be used by individuals including, but not limited to, the following:
    - i. News media personnel.
    - ii. Officers of the court.
    - iii. Contractor vending company employees.
    - iv. Volunteers for inmate programs and religious services.
    - v. Jail tour participants.
    - vi. Private physicians or other qualified medical personnel requested by an inmate to obtain blood or urine samples.
    - vii. Employees of other law enforcement or correctional agencies who are in civilian attire.
    - viii. Temporary medical personnel employed by contracted health services.
  
  - B. Individuals requesting a Visitor Pass Card must provide proper ID and proof of profession, or must have been pre-approved by the jail commander, prior to being allowed entry into the jail. Valid forms of ID are specified in Policy DK-3, *Inmate Visitation*.
  
  - C. The names and dates of birth of all visitors to whom Visitor Pass Cards have been issued will be documented in the Visitation Logbook.
  
  - D. At least annually, each jail commander shall be responsible for redesigning and printing new Visitor Pass Cards and ensuring that the old cards have been accounted for and destroyed.

5. **Courtesy ID Cards:** Contractors and vendors that work with the Information and Technology Bureau will be issued Courtesy ID Cards after a satisfactory record check is completed by the Personnel **Services** Division. Courtesy ID Cards will include a photo and an expiration date and will be issued as followed:
  - A. Red Stripe ID: Persons displaying this ID shall be granted access to all Office facilities, including the jails.
  - B. Blue Stripe ID: Persons displaying this ID shall be granted access to all Office facilities, excluding the jails.
6. **Correctional Health Services (CHS) Blue Framed ID:** A blue frame ID shall be issued by CHS, as a courtesy to CHS personnel. This ID shall be carried with their Maricopa County Employee ID.
7. **Office Personnel Identification:** All Office personnel, uniformed or non-uniformed, shall display their ID upon entering a jail facility. Non-uniformed personnel shall continue to visibly display their ID on their clothing while inside the building.
8. **Citizen Observer Cards:** Citizen Observer Cards are issued to individuals who accompany sworn personnel on routine patrol duties. The card, which does not contain a photograph, shall be displayed on the observer's outer garment at all times while in a jail.
9. **Non-Uniformed Officers of other Law Enforcement Agencies:** A non-uniformed officer representing another law enforcement agency will be required to present his agency's ID card prior to entering a jail. However, he will not be required to surrender it. Prior to admission into the jail, the **officer** will be required to inform detention personnel of his purpose. When his identity has been confirmed, the officer may enter the jail displaying his agency ID card, badge, or Visitor Pass Card. Detention personnel will ensure that all ammunition, knives, and all firearms, including concealed firearms, are secured in a gun locker.
10. **Former Employees:** Former employees of the Office will not be allowed entry into a jail unless they have received prior approval by the jail commander, are presently employed with a law enforcement agency, representing a community related organization authorized to perform a service or program for the Office, or visiting an inmate.
11. **Emergency Situations:** In emergency situations, emergency response personnel such as police **officers**, fire fighters, or paramedics do not need to be issued a Jail Access ID Card or a Visitor's Pass Card. However, they will be escorted by detention personnel whenever feasible.
12. **Visitor Records Check and Search:** All persons other than law enforcement personnel requesting access into a jail are subject to an Arizona Crime Information Center/National Crime Information Center ACIC/NCIC check and a search of their person and possessions for possible contraband. Procedures for dealing with those who fail these checks are specified in Policy DK-3, *Inmate Visitation*.
13. **Revoked Access Privilege:** A custody bureau commander may revoke an individual's access privilege by **notifying** the Custody Support Division Commander. He shall ensure that the issued ID card has been retrieved and, when necessary, shall send written notification to each jail listing the name of the individual whose card has been revoked. Reasons for revocation include, but are not limited to, the following:
  - A. Failure to observe Office or jail rules and regulations.
  - B. Failure to conduct job functions in a reasonable and professional manner.
  - C. Actions or behaviors which threaten the safety or security of a jail.
  - D. Serious violations of a local, State, or Federal law.

**SECTION 01000**  
**DETENTION AND**  
**SHERIFF'S OFFICE**  
**FACILITIES SECURITY GUIDELINES**  
Effective: 02/11/2014

**PART 1 – GENERAL ACCESS REQUIREMENTS AND SECURITY BACKGROUND CHECKS**

For the purpose of this procedure, the following terms shall apply

**Acceptable ID:** Identification documents such as a driver's license, passport or military ID which contain at a minimum: date of birth, sex and either a clear photograph or a second numerical identifier, such as a Social Security number. If an Arizona Driver License number is not submitted, the applicant must submit to a digital photograph that will be used during the background investigation and for an ID card if appropriate.

**Contractor Personnel:** Non-employees who provide services in any Sheriff's Facility on a regular or irregular basis. Contractor personnel shall have entry to detention or district facilities at the discretion of the Sheriff or his designee for the duration of the construction project.

Contractor personnel shall complete a Sheriff's Office Application for Courtesy Identification and the Prison Rape Elimination Act forms prior to performing any services, or gaining access to any Sheriff's Office Facility. Application forms shall be completely and legibly filled out and signed. False statements shall be grounds for disqualifying the applicant. Application forms shall be submitted to the Facilities Management Project Manager who will then forward the forms to the Sheriff's Office Facilities Project Coordinators for processing. Forms must be submitted to the Maricopa County Sheriff's Office Facilities Project Coordinators in the Construction Maintenance Division at least TEN (10) working days prior to the date required to access the facility. You can reach Karl Gosch at 602-876-4479 or by cell at 602-527-2194 (Tues – Fri). You can also reach Charles Grimes at 602-876-1896 or by cell at 602-527-5714 (Mon –Thur).

The information provided on the Maricopa County Sheriff's Office Application for Courtesy Identification form will be used to conduct a criminal history check. Any resulting criminal history documentation will be forwarded to the Sheriff's Office Facilities Project Coordinator, or his designee. It will be reviewed on a case by case basis to determine whether the applicant poses any risk to the safety of any persons, or to the security of any jail or facility.

Applicants must meet the following conditions to be approved by the Sheriff or his designee for access to Sheriff's Office Facilities:

- a. Be at least eighteen (18) years of age. There will be no exceptions.
- b. At least twelve (12) months must have elapsed since serving a term of probation or parole. If parole or probation is a result of a sexual crime the person shall not be granted access.
- c. If the ex-offender served a jail sentence as the result of a misdemeanor conviction, a minimum of twelve (12) months must have elapsed since last being incarcerated in any jurisdiction. Any ex-offender that has a crime that was sexually related shall not be granted access into Sheriff's facilities in order to comply with PREA Standards.
- d. If the ex-offender served a jail or prison term as a result of a felony conviction, access will be denied.

Contractor personnel who are approved after a criminal history check shall be issued a Sheriff's Office Facility Visitor Card. The card remains the property of the Sheriff's Office and may be revoked if the following rules and regulations are not adhered to:

- a. The card shall be worn in plain view on the front of the shirt or on a chain around the neck at all times while in a Sheriff's Office facility.
- b. All personnel are required to submit to a search for contraband, if asked.
- c. Contractor personnel are prohibited from duplicating the card.
- d. Contractor personnel who lose their access cards shall report the loss to the Jail Commander or Sheriff's Office Facilities Project Coordinator as soon as possible.

- e. Allowing another person to use the I.D. Card is prohibited.

Contractor personnel who are approved after a criminal history check may be placed on a list and only those listed will have access to the Sheriff's Office Facility or Grounds.

Contractor's personnel who become involved in a criminal investigation during the contract period, either on the job or on their own time, must notify the Sheriff's Office Facility Planning Coordinator within twenty-four hours. Contractor's personnel access may be subsequently suspended or revoked at the discretion of the Sheriff's office Facility Planning Coordinator, Facility Commander/ District Commander or designee.

All concerns regarding contractor personnel should be forwarded to the Sheriff's Office Facility Planning Coordinator. The services of any contractor may be reduced, postponed or discontinued for any of the following reasons:

- a. Violating these guidelines.
- b. Participating in unlawful or immoral conduct.
- c. Showing signs of an illness or condition that might interfere with the individual's ability to perform his duties or threaten the security, health or safety of any one involved.
- d. Reporting to work with any odor of intoxicating beverage on their breath or while under the influence of any intoxicating beverage to any degree.
- e. Behaving in a manner which threatens the safety and security of the jail, staff or inmate.
- f. Unauthorized contact with inmates.
- g. Possession or use of any controlled substances, narcotics or hallucinogens, except when prescribed by a physician, for any illness or injury unless otherwise provided by the Arizona Revised Statutes §13-2501.
- h. Possession of any weapon on or near County property.
- i. Failure to follow the directions of a Sheriff's Office Staff.
- j. Being in an unauthorized area.
- k. Possession of tobacco products, including electronic cigarettes or pipes, alcohol, and weapons are strictly prohibited on jail premises.
- l. Under no circumstances will cell phone cameras be used without the express permission of the Jail Commander/District Commander or designee.
- m. Under no circumstances will MP3 players, radios, I-Pods or similar devices be permitted on to the facility.
- n. Contraband as defined in Arizona Revised Statute §13-2501.

The Sheriff's Office Facility Visitor Card is to be used for no other purpose than to access the specific areas related to the project in progress. On completion of the project, the cardholder shall immediately return the card to the Jail Commander/District Commander, or the Sheriff's Office Facility Planning Coordinator.

## **PART 2 – FACILITY ENTRY AND EXIT REQUIREMENTS**

Entry into and exit from the job site will be coordinated with the Jail Commander/District Commander, or his designee, or the Sheriff's Office Facility Planning Coordinator prior to the commencement of the project.

### **NOTE: ENTRY AND EXIT COULD BE DELAYED DUE TO UNSCHEDULED INMATE MOVEMENT OR ACTIVITIES.**

The time of entry and exit must be predetermined by the Jail Commander/District Commander or his designee who may consider a more flexible schedule. With the exception of delivery truck drivers, entry will not be granted to any person who is not in possession of a valid Sheriff's Office Facility Visitor Card or on the access list.

At the start of each workday (times will vary), all persons working on this project will enter the grounds at one time in the AM.

At the end of each workday (times will vary), all persons working on this project will exit the grounds at one time in the PM.

While it is suggested that all contractors bring their lunches, sodas, etc. with them when they enter the grounds each AM, they may depart the grounds for lunch if they so desire, however, they must ALL depart and return at the same time.

Port-A-Johns will need to be placed on the grounds by the contractor. An area will be decided by the Jail Commander/District Commander or his designee or the Sheriff's Office Facility Planning Coordinator. Equipment, and Supplies, etc. may be brought in through the Facilities Vehicle gates. All Weapons and Alcohol are strictly prohibited on jail premises or grounds. Tobacco and tobacco products including electronic cigarettes or pipes cannot be brought into the Facility.

The contractor must inventory all tools brought into the facility, before entering and departing the jail grounds. Copies must be provided to the Jail Staff. Contractors may leave tools on site provided they are locked up in a metal storage container in a location approved by the Jail Commander/District Commander or his designee.

Tools that are NOT being used must be kept in secured containers or within the immediate reach and control of the contractor.

Contractor personnel shall not operate any Sheriff's Office property.

**CONTRACTOR MUST IMMEDIATELY REPORT ANY LOSSES OR UNEXPLAINED DAMAGE TO EQUIPMENT TO THE JAIL COMMANDER/OR THE DISTRICT COMMANDER.**

Contractors will NOT talk to or associate with any inmate for any reason.

### **PART 3 - DISRUPTION TO ELECTRICAL SERVICE OR WATER SERVICE**

We MUST have at least twenty-four (24) hours advance notice prior to the electricity or water being shut off TO ANY AREA.

The electricity or water service to only one (1) housing unit or building will be shut off at any time.

The length of time it is off is to be kept to the absolute minimum; however, it MUST never exceed four (4) hours in duration

### **PART 4 – KEYS**

Keys will NOT be left in any vehicle or piece of equipment that is left unattended.

If a key is not required to start any vehicle or piece of equipment, then that vehicle or piece of equipment will be disabled so an inmate will not be able to start it if it is not in the immediate control of a contractor.

### **PART 5 – VEHICLES**

Only job essential vehicles may be brought onto the grounds. Note that these vehicles will remain on the grounds only long enough so that equipment, supplies, etc., may be loaded/unloaded.

Personal vehicles will not be allowed on the grounds.

Personal or contractor vehicles parked outside the grounds will not be parked within twenty (20) feet of any fence line or within fifty (50) feet of any fence line gate.

### **PART 6 – MECHANICAL PLANT**

If cranes or other types of mechanical equipment are to be used or left unattended, a temporary fence must be erected up around them by the contractor.

Equipment and supplies will not be staged on grounds without prior approval from the Jail Commander/District Commander, or his designee.

**PART 7 - EXCAVATION:**

We **MUST** have a minimum of twenty-four (24) hours advance notice prior to any digging being done within any secured perimeter fencing.

Prior to any excavation, the specific location of underground utilities shall be marked. If there is any doubt of their location, the Facilities Management Project Manager shall be contacted. Any disruption to services will be repaired at the contractor's expense. All services must be back on-line prior to the contractor leaving for the day. There will be no exceptions.

The contractor shall be fully conversant of the location of **ALL** shut-off valves, (water and gas) and all electrical panels prior to commencing excavation.

All excavations **MUST** be properly marked during daylight hours and adequately illuminated and marked during the hours of darkness.

All excavations that go under any fence line or gate **MUST** be completely back filled and tamped or covered with a heavy steel plates that are secured to the ground except when the contractor is physically working in that excavated area.

**AT NO TIME WILL A HOLE OR TRENCH, ETC., THAT GOES UNDER A FENCE OR GATE BE LEFT UNCOVERED IF IT IS UNATTENDED BY THE CONTRACTOR.**

Equipment and supplies shall **NOT** be left with twenty (20) feet of any fence or building.

Ladders used to access roofs shall **NOT** be left unattended. All ladders left on the job site shall be secured with a pad lock to prevent their use by unauthorized persons.

**PART 8 – DISRUPTION TO FIRE ALARM SYSTEM**

The fire alarm system can only be deactivated, reactivated or reset by Maricopa County's contracted fire alarm system vendor. The Contractor is to complete Section 00865, Fire System Bypass Request Form and submitted to the Facilities Management Project Manager **three business days prior** to the disabling of any fire alarm or sprinkler system. The contractor will be responsible for all vendor fees for services.

**IF DIRECTED BY THE SHERIFF'S OFFICE STAFF, WORK MUST BE STOPPED: THIS ORDER MUST BE COMPLIED WITH AND CONTRACTORS MUST LEAVE IMMEDIATELY WITHOUT QUESTIONS, AS THE SAFETY OF THE CONTRACTORS AND THE STAFF COULD BE IN JEOPARDY.**

**BASED ON SECURITY AND SAFETY ISSUES, STRICTER CONTROLS MAY HAVE TO BE IMPLEMENTED; HOWEVER, THE JOB SUPERINTENDENT WILL BE ADVISED PRIOR TO ANY CHANGES BEING MADE.**

**PART 9 - PRISON RAPE ELIMINATION ACT (PREA)**

"Under the Prison Rape Elimination Act you will be required to be fingerprinted prior to starting any work and are authorizing the Sheriff's Office conduct this procedure."

See attached form.



**MARICOPA COUNTY SHERIFF'S OFFICE**

**ACKNOWLEDGEMENT OF PRISON RAPE ELIMINATION ACT (PREA)**

The Prison Rape Elimination Act (PREA) is a set of federal standards enacted to institute a zero tolerance standard for incidents of sexual abuse in correctional facilities and establishes national standards for the prevention, detection, and response to sexual abuse and sexual harassment.

It is the policy of the Maricopa County Sheriff's Office to prevent detect and respond to incidents of sexual abuse and sexual harassment throughout the Office. The Office has a zero tolerance for any incidents of sexual abuse and sexual harassment. Therefore, the Officer shall impose fair and equitable discipline as necessary against any individual committing sexual abuse or sexual harassment, and when appropriate, pursue criminal charges.

*Contractor:* A person who provides services on a recurring basis pursuant to a contractual agreement within the Office or Maricopa County.

**Voyeurism:** An invasion of privacy of an inmate or detainee by a volunteer/contractor. This also includes taking pictures or video of inmates with cell phones or other devices. Cell phones are not allowed in any jail facility.

**Volunteer/Contractor Training:** Volunteers/Contractors or persons that provide volunteer or contracted services to the Office who may come into contact with inmates or detainees shall acknowledge their understanding of the PREA Standards in writing as part of their volunteer/contractor application.

**Reporting:** Volunteers and contractors who become aware of an incident of sexual abuse, sexual harassment, voyeurism, or retaliation against an inmate are required to notify uniformed personnel as soon as practical.

Any contractor or volunteer who engages in sexual abuse, sexual harassment, voyeurism, or retaliation shall be prohibited from contact with inmates, shall be reported to relevant licensing bodies, and where appropriate, criminally investigated, unless the activity was clearly not criminal. The Sheriff's Office shall also consider whether to prohibit further contact with inmates, in the case of any PREA violation by a contractor or volunteer.

You are prohibited from fraternizing, having personal contact with inmates to include contact of a sexual nature or any form of sexual harassment or voyeurism. Inmates are not allowed to have unauthorized contact with the public; if an inmate attempts to have communication with you, or makes inappropriate comments towards you, notify uniformed personnel as soon as practical.

Failure to follow these guidelines may result in criminal prosecution against you and termination of your services.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**MARICOPA COUNTY SHERIFF'S OFFICE**  
**APPLICATION FOR COURTESY IDENTIFICATION**

NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE \_\_\_\_\_ ZIP: \_\_\_\_\_

HEIGHT: \_\_\_\_\_ WEIGHT: \_\_\_\_\_ EYES: \_\_\_\_\_ HAIR: \_\_\_\_\_ SEX: \_\_\_\_\_

SSN: \_\_\_\_\_ DRIVER'S LICENSE: \_\_\_\_\_ EXPIRE: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

TIME WITH COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

APPLICANT'S TITLE: \_\_\_\_\_

JUSTIFICATION FOR GENERAL ACCESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

JUSTIFICATION FOR JAIL ACCESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

I authorize the Maricopa County Office to conduct a Criminal History/ Records Check and Warrants Check for the purpose of issuing a Sheriff's Office Courtesy Identification Card. I understand that this card be issued to me, it will be displayed **ONLY** when I am in a Sheriff's Office building or facility. I further understand that the card will be used to enter the Sheriff's building or facilities for official purpose related to my employment only.

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE

**Please send all fingerprint results to: Karl Gosch/ Charles Grimes at the new MCSO HQ**

**EXHIBIT E**

**CODE OF CONDUCT POLICY**

<b>MARICOPA COUNTY SHERIFF’S OFFICE</b> <b>Policy &amp; Procedure</b> <b>Joseph M. Arpaio – Sheriff</b>	
<b>Subject</b>  <b>CODE OF CONDUCT</b>	<b>Policy Number</b> <b>CP-2</b>
	<ul style="list-style-type: none"> <li>• <b>Effective Date</b>  <b>03-28-12</b></li> </ul>
<b>Related Information</b> <b>CRITICAL POLICY</b>	<b>Supersedes</b> <b>CP-2 (02-06-04)</b>

**PURPOSE**

The purpose of this Policy is to establish guidelines by which all employees of the Office shall conduct themselves, both on and off duty.

Although this Policy refers to “employees” throughout, this Policy also applies with equal force to all volunteers. Volunteers include, but are not limited to, reserve deputies and posse members.

**Note:** The number of topics covered on the following pages justifies the use of an alphabetical index that can be found at the end of this Policy.

**POLICY**

It is the policy of the Office to ensure efficiency, instill discipline, and foster positive public trust by setting forth guidelines governing the conduct and demeanor of every member of the Office. This Policy is also intended to hold employees accountable for federal, state, and local laws by ensuring that any criminal misconduct is investigated.

**DEFINITIONS**

**Employee:** A person currently employed by the Office in a classified, unclassified, full-time, part-time, contract, or probationary status.

**Negligence:** Failure to use ordinary care.

**Relative:** An employee’s spouse, domestic partner, mother, father, sister, brother, son, daughter, in-laws, aunts, uncles, grandparents, grandchildren and custodial person.

**Volunteer:** A person who performs hours of service for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation for services rendered. An employee may not volunteer to perform the same, similar, or related duties for the Office that the employee is normally paid to perform.

**Willful:** An action taken deliberately or intentionally.

**PROCEDURES****1. Unethical Conduct:**

- A. Employees shall maintain a high level of ethical conduct at all times and shall be honest, fair, impartial, and polite when working or identified as employees of the Office.
- B. Employees shall not participate in any activity which would compromise their ability to perform their Office duties objectively and impartially.
- C. Personnel shall not withhold relevant information or mislead investigators during a criminal or administrative investigation.
- D. All employees shall abide by the *Sheriff's Office Code of Ethics*, as specified in this Policy. Classified Employees shall also abide by the Maricopa County Merit System Rules Code of Ethics.

**2. Conformance to Office Directives and Established Laws:**

- A. Employees shall conform to the provisions of all written Policy, except those found to be unlawful, incorrect, or inapplicable. Violation of written Policy, with or without articulable justification, may result in disciplinary action.
- B. Employees shall obey all local ordinances as well as all federal and state laws. Violation of any established ordinance or law may result in disciplinary action being imposed, in addition to the possibility of criminal prosecution. Disciplinary action may be imposed regardless of the outcome of the court case.
- C. Employees shall be held fully accountable for their own acts. They shall not shift the burden or responsibility to another for their failure to execute an order or duty, for inappropriate behavior, or for any other dereliction of duty.

**3. Individual Responsibility:** To ensure the credibility and integrity of the Office, it is the duty of all personnel associated with the Office to take appropriate action whenever they learn of a violation being committed, or having been committed, by any other person associated with the Office in any capacity, which by its very nature would tend to discredit an employee or the Office.

- A. Personnel shall bring any and all facts concerning an actual or alleged violation to the immediate attention of an on-duty supervisor or an appropriate commander.
- B. The on-duty supervisor or commander shall then initiate the appropriate action after considering all of the facts presented and the seriousness of the allegation.
- C. Personnel shall not retaliate against an employee who reports misconduct or a violation in fulfillment of this individual responsibility or duty.

**4. Unbecoming Conduct and Public Demeanor:**

- A. Employees shall conduct themselves at all times, both on and off duty, in such a manner as to reflect favorably on the Office. Unbecoming conduct shall include disorderly conduct and activities that conflict with, or have the potential to conflict with, Office duties; tend to bring the Office into disrepute; reflect discredit upon employees as members of the Office; or tend to impair the operation and efficiency of the Office or any of its employees.
- B. Employees shall show respect for the uniforms of the Office at all times. When worn, all uniforms shall be neat, clean, and worn in compliance with Policy GC-19, *Dress and Appearance*. No distinguishable portion of the uniform shall be worn with civilian attire or any other uniform, on or off

duty, as specified in Policy GC-20, *Uniform Specifications*. At no time shall any Office uniform be worn to represent the wearer as having the authority of any other class of employee.

- C. Employees who are on duty or identified by dress, location, or association as employees, shall maintain a professional demeanor and perform their duties in a calm and firm manner, acting together to assist and protect each other.
- D. Employees shall not demean persons or act disparagingly against any individual regardless of age, nationality, religious beliefs, race, gender, culture, sexual orientation, veteran status, ancestry, or disability.
- E. Employees shall conduct themselves in a manner that will foster respect and cooperation among themselves and other members of the Office.
- F. Employees shall not, at any time or for any reason, subject any person to cruel treatment or neglect humane action.
- G. Employees shall not, at any time or for any reason, subject any animal to cruel treatment or neglect humane action. Hunting, when it is conducted according to law, shall not be considered a violation of this section.
- H. Employees who have contact with the public should strive to gain public support and citizen cooperation by dealing with people fairly, honestly, and courteously.

5. **Alcohol:**

- A. Except in the performance of official duties or authorized training and with prior supervisory consent, employees shall not purchase or consume any kind of alcoholic beverage while on duty. Additionally, employees shall not report for duty, or be on duty, with any odor of alcoholic beverage on their breath or while under the influence of any alcoholic beverage to any degree. Any employee observing another employee in violation of this section shall advise any on-duty supervisor as soon as possible. Impairment is not requisite for violations of this section.
- B. A supervisor who reasonably believes that an employee who is on duty or reporting for duty smells of, or is under the impairment of, alcohol to any degree, shall refer to the procedures specified in Policy GC-21, *Drug, Medication and Alcohol Testing*.
- C. Employees authorized to consume alcoholic beverages in the performance of their duty, such as undercover detectives, shall comply with the provisions of Policy ED-2, *Covert Operations*. In all cases, personnel who consume alcoholic beverages on duty shall avoid any physical condition or impairment which could adversely affect their performance of duty or bring discredit upon the Office. Supervisors of such employees are cautioned that they are responsible for monitoring the conduct and demeanor of personnel engaged in the consumption of alcoholic beverages and taking appropriate action.
- D. Office personnel in specialized assignments who are subject to call out are requested to refrain from alcoholic beverage consumption.
  - i. If called out, an employee who has been drinking within the last eight hours shall advise his immediate supervisor, if available, or the on-duty supervisor that he has been drinking, the type and amount of alcohol consumed, and how long it has been since his last drink.
  - ii. Based on the information provided by the employee, the supervisor shall consider all factors, including the time elapsed, when making a decision to activate an employee who has been drinking. Based on the totality of the information, the supervisor's decision must be made to ensure that the employee has not consumed any alcohol within the last eight hours.

- E. Employees shall not operate any County vehicle within eight hours after consuming any alcoholic beverage. Employees working covert operations shall adhere to the procedures specified in Policy ED-2, *Covert Operations* regarding the consumption of alcoholic beverages and operating a County vehicle.
- F. On and off-duty employees shall not display or wear any recognizable item of Office apparel in a public place or an establishment where the primary purpose is to sell or serve alcoholic beverages, unless in the performance of official duties.
- G. Employees shall not consume alcoholic beverages in any County facility or County vehicle except in the performance of official duties or authorized training and with prior supervisor consent. Employees, their guests, volunteers, citizen observers, or other citizens are prohibited from consuming alcoholic beverages at any time, or for any reason, while in County facilities or County vehicles. Employees observing violations shall promptly report the violation to a supervisor who will take action to stop the violation.

**6. Use of Medication or Drugs:**

- A. Employees are prohibited from using any drug which has not been legally prescribed for their use, or abusing prescription or over-the-counter medications. Any use of drugs not legally prescribed for the employee's use, or any abuse of prescriptions or over-the-counter medication, shall be grounds for discipline, up to and including dismissal from employment.
- B. Employees who take prescribed or over-the-counter medications are responsible for being aware of any effects the medications may have on the performance of their duties. Employees shall advise their supervisor, prior to reporting for duty, when taking medication that might impair their ability to perform the essential job functions of their position. The employee shall provide his supervisor with a written memorandum identifying the essential job functions that may be affected as a result of any side effects from the medication. The employee shall also include the anticipated amount of time the medication is to be taken or the date it is believed that it will no longer be needed.
- C. A supervisor who reasonably believes that an employee who is on duty, or reporting for duty smells of, or is under the impairment of, drugs or medication to any degree, shall follow the procedures specified in Policy GC-21, *Drug and Alcohol Testing*.

**7. Gratuities, Rewards, or Loans:**

- A. Employees will not use their position for personal gain, on or off duty, nor solicit, seek, or accept on their own behalf any personal loan, gift, gratuity, or other favor, from the general public, any private business firms which deal with the Office, or any other agency or department of the County which is, or may appear to be, intended to influence official conduct. Discounts and offers which comply with and are authorized under a County or Office solicitation policy are exempted from this provision.
  - i. This section does not prohibit the acceptance of food or refreshments of insignificant value in the ordinary course of a meeting, conference, or other occasion where the employee is properly in attendance.
  - ii. This section does not prohibit the acceptance of unsolicited advertising or promotional material such as pens, pencils, calendars, and other items of nominal value.
  - iii. This section does not preclude an employee from accepting off-duty work.
    - a. All off-duty work obtained must meet the requirements of Policy GC-18, *Off-Duty Employment*.
    - b. The off-duty employment must not place the employee as an expert witness against the Office or opposing any other criminal justice agency, including occupations such as a traffic reconstruction consultant.

- B. Employees shall not accept, directly or indirectly, a gratuity, fee, loan, reward, or gift of any kind for services rendered in the course of official duties or for services rendered in the course of an Office-approved off-duty assignment. This includes directly or indirectly accepting or obtaining a gratuity, fee, loan, reward, or gift of any kind and passing it on to relatives, friends, other Office employees, or acquaintances.
  - C. Employees shall not use their position to solicit free admission to places of amusement, entertainment, or sporting events, or to solicit free meals or any favors or gratuities not ordinarily afforded to a private citizen.
8. **Compensation:** Pursuant to ARS §38-505, no public officer or employee may receive or agree to receive, directly or indirectly, compensation other than as provided by law for any service rendered or to be rendered by the employee personally in any case, proceeding, application or other matter pending before the Office of which he is a public officer or employee. Compensation is statutorily defined as money, a tangible thing of value, or a financial benefit.
9. **Abuse of Position or Authority:**
- A. Employees are prohibited from using their official position, identification cards, or badges for any of the following:
    - i. Personal or financial gain.
    - ii. Obtaining privileges not otherwise available to them or to others, except in the performance of duty.
    - iii. Avoiding the consequences of illegal acts such as traffic violations or driving under the influence, or helping relatives or friends avoid the consequences of illegal acts.
    - iv. Misrepresenting their position or authority in the Office.
  - B. Employees shall not lend their identification cards, badges, or uniforms to another person. Employees shall not permit their identification cards or badges to be photographed or reproduced unless necessary for official business such as extradition trips, obtaining records from other government agencies, or otherwise authorized by the Chief Deputy.
  - C. Employees shall not identify themselves as members of the Office, visually or verbally, in connection with testimonials or advertisements, unless specifically authorized by the Chief Deputy.
10. **Care and Use of Office or County Equipment:**
- A. Employees shall use Office and County equipment for its intended purpose. Limited incidental personal use of Office and County cell phones, fax machines, printers, and copiers are permitted. Such use shall not inhibit either governmental or administrative use or impact employee's ability to perform their assigned duties. Email and voicemail are authorized for limited incidental personal use as specified in Policy GM-01, *Electronic Communications and Voice Mail*.
  - B. Office and County equipment shall not be willfully or negligently damaged, lost, misplaced, or abused. All equipment issued to employees shall be maintained in proper order.

11. **Confidential Information, Protected Health Information, and Divulging Criminal Records:**
- A. Employees shall only discuss or disclose sensitive law enforcement or confidential information as follows:
    - i. As permitted or required by law.
    - ii. With persons authorized to receive the information.
    - iii. As directed by a supervisor.
  - B. In the course of official business, employees may learn certain facts that are of a personal or confidential nature regarding an employee, inmate, or other person's health or medical information.
    - i. Employees shall not use, copy, make notes regarding, remove, release, or disclose this information unless doing so legally in the course and within the scope of their official duties.
    - ii. Employees who become aware of anyone improperly accessing or releasing this information shall immediately notify a supervisor.
  - C. Employees shall not release Criminal History Record Information (CHRI) on any individual, except as provided in Policy GF-3, *Criminal History Record Information and Public Records*.
12. **Performance or Dereliction of Duty:** Employees are derelict in the performance of their duties when they willfully or negligently fail to perform them or when they perform them in a grossly inefficient manner.
- A. Employees shall devote their working time and attention to the service of the Office and shall complete all assignments in a timely manner, as set forth by their supervisor or chain of command.
  - B. While on duty, employees shall not engage in any activities or personal business, such as personal phone calls, which would cause them to neglect or be inattentive to duty.
  - C. Employees shall serve the Office with loyalty and discretion and shall not display cowardice or fail to support their fellow employees in the lawful performance of duty.
  - D. Judicial subpoenas shall constitute an order to appear and shall be honored, whether on behalf of the state or in actions against the employee, as governed by Policy GD-9, *Receipt of Civil or Criminal Process*.
  - E. Employees shall not engage in any strike. The term "strike" includes a concerted failure to report for duty, willful absence from one's position, or the stoppage of work. It also includes unauthorized holidays; sickness unsubstantiated by a licensed health care provider's statement during a strike situation; or withholding the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in rights, conditions, compensation, privileges, or obligations of employment. Employees who engage in any strike shall be disciplined, up to and including dismissal from employment.
13. **Punctuality:**
- A. All employees shall be punctual in reporting to their designated duty post and shall be physically ready to assume their duties at the time specified by their supervisor.
  - B. Foreseeable tardiness must be approved in advance to ensure proper staffing of the Office. Unless circumstances are of an emergency nature, any unforeseeable tardiness must be reported to the employee's supervisor no later than 15 minutes before the start of the shift. Unless the supervisor has issued a memo detailing another notification option for subordinates, an employee who is late for work must either call and speak to the supervisor, or leave a voicemail message for the supervisor with current contact information where the employee can be promptly reached.

- C. Employees and supervisors should refer to Policy GC-1, *Compensation, Leaves, and Absences*, for information regarding foreseeable and unforeseeable absences.
14. **Political Activity:** It is the intent of the Office to conform to the public policy that government programs be administered in an unbiased manner and without favoritism for or against any political party or group or any member in order to promote public confidence in government, government integrity, and the efficient delivery of governmental services and to ensure that employees are free from any express or implied requirement or any political or other pressure of any kind to engage or not engage in political activity.
- A. Employees shall not use the authority of their positions to influence the vote or political activities of any subordinate employee. Furthermore, under the guise of County business, personnel, equipment, materials, buildings or other resources shall not be used for the purpose of influencing the outcomes of elections.
  - B. Employees shall not use political endorsement in connection with any appointment to a position in the County classified service.
  - C. Employees shall neither use, nor promise to use, any official authority or position for the purpose of influencing the vote or political action of any person or for any other considerations.
  - D. No person may solicit any employee to engage in, or deny him the opportunity to engage in, activities permitted by this section. Any direct or indirect threat, such as intimidation, coercion, discrimination, reprisal, force, or any adverse consequence, such as the loss of any benefit, reward, promotion, assignment, or compensation, is prohibited.
  - E. Except for voting, employees shall not engage in any activity permitted by this section while on duty, while in uniform, or at public expense. Nothing in this Policy shall be construed as denying any employee of any civil liberties as guaranteed by the United States or Arizona Constitutions.
  - F. Employees shall not be members of any national, state, or local committee of a political party, nor an officer or chairperson of a committee of a partisan political club, nor a candidate for nomination or election to any public office, which is either paid or partisan. They shall not take part in the management of any political party, partisan or nonpartisan campaign, or recall effort.
  - G. The provisions of this section shall not apply to school board or community college district governing board elections. An employee may serve as a member of the governing board of a common or high school district, or as a member of the community college governing board.
  - H. While off duty, employees may:
    - i. Express opinions, attend meetings for the purpose of becoming informed concerning the candidates for public office and the political issues, cast a vote, and sign nominating or recall petitions.
    - ii. Make contributions to candidates, political parties, or campaign committees contributing to candidates, or advocate the election or defeat of candidates.
    - iii. Circulate candidate nomination or recall petitions, or engage in activities to advocate the election or defeat of candidates.
    - iv. Solicit or encourage contributions to be made directly to candidates or campaign committees contributing to candidates, or advocate the election or defeat of candidates.
    - v. Campaign for themselves and hold unpaid, nonpartisan public office, or campaign for or against ballot issues, referendum questions, constitutional amendments, or municipal ordinances, except where a conflict of interest is created.

- I. No employee shall be discriminated against for engaging in, or choosing not to engage in, any activity permitted in this section.
  - J. Any person in the County service who violates any of the provisions of this section shall be subject to disciplinary action, up to and including dismissal from employment.
  - K. Employees who have relatives running for political office shall ensure that their conduct in support of their relatives is consistent with the provisions of this section.
15. **Public Appearances and Statements:** Any public expression, by which it could be reasonably assumed that the employee is acting as a spokesperson on behalf of the Office, will be governed by this Policy.
- A. Employees shall not publicly ridicule the Office, its Policies, or its employees, orally or in writing, where such expression is defamatory, obscene, unlawful, tends to undermine the effectiveness of the Office, interferes with the maintenance of discipline, or is made with reckless disregard for the truth.
  - B. Employees shall not address public gatherings, appear on radio or television, or release for publication an article, manuscript, or other material which pertains to the operations or activities of the Office without prior approval from their bureau commander. To be authorized, such articles, manuscripts, and interview materials must support the Mission Statement of the Sheriff's Office and reflect Office goals and objectives.
  - C. Employees shall not act in a private capacity or do any work in a private capacity, which may be construed by the public to be an official act of the Sheriff's Office, without prior written approval of the Chief Deputy.
16. **Endorsements, Referrals, and Vendors:**
- A. Employees acting in their official capacity must comply with County and Office procurement procedures. As a result, employees shall not recommend, suggest, or advocate for the employment or procurement of any particular product, professional, or commercial service outside the official procurement process. When any such service is necessary, employees shall proceed in accordance with GE-1, *Supply Requisition, Procurement, and Inventory*.
  - B. Employees must disclose their interest and shall not participate in or vote for any contract, sale, purchase, or service in which they have an interest. Conflict of interest laws must be observed.
17. **Labor and Fraternal Organizations and Associations:** Employees may join and hold office in any employee organization, labor union, or professional association in which they are eligible for membership, provided it is not organized for any illegal purpose or primarily engaged in activities contrary to law. No employee shall attempt to prohibit or intimidate any covered employee from belonging to or holding office in any lawful organization. Membership in such organizations shall not be considered in any personnel action, including promotion, demotion, suspension, or dismissal from employment.
18. **Associations and Fraternalization with Inmates or Prisoners:**
- A. Employees shall not indulge in undue familiarity with inmates or prisoners. Employees shall not fraternize with, engage the services of, accept services from, or do favors for, any person known to them to have been in the custody of the Office or any other detention or correctional facility within the last two years, unless it is unavoidable due to relative relationships.
  - B. Employees shall not convey written or oral messages between inmates, except those which are necessary in the operation of the facility.
  - C. Employees shall not correspond with or assist in conducting correspondence with inmates, former inmates, or other persons not in custody on behalf of an inmate, unless required to do so in the performance of their duties.

- D. Employees shall not assist inmates in the submission or preparation of judicial documents, other than providing the necessary forms, papers, or writing implements, unless required to do so in the performance of their duties or by court order.
  - E. Employees shall not write letters of recommendation on behalf of inmates on matters concerning official business of the Office without authorization from their bureau commander.
  - F. Employees shall not exchange money or property with inmates or prisoners, unless required to do so in the performance of their duties.
  - G. Employees shall not provide inmates with newspapers, magazines, or books from outside the jail, except those mailed to the inmate from the publisher or that publisher's authorized distributor as governed by Policy DK-1, *Inmate Mail*.
  - H. Employees shall not engage in informal, non-work-related discussions with inmates or prisoners concerning other officers, inmates or prisoners. Employees shall not make remarks of a personal nature in reference to any officers, inmates or prisoners, witnesses, or informants where the remarks may be within earshot of any inmate or prisoner.
  - I. Employees shall not encourage or sympathize with inmates in their complaints about rules, regulations, or jail conditions. However, complaints will be reported to appropriate personnel.
  - J. Employees shall not offer religious or other advice to inmates regarding personal, family, or case-related problems. Inmates seeking advice will be referred to appropriately trained Office personnel or other outside agencies.
19. **Employee Relationships with Persons Visiting Inmates:**
- A. Employees shall not grant special privileges to visitors without the approval of the shift commander.
  - B. Employees shall not accept favors or gratuities from visitors at any time.
  - C. Employees shall not indulge in undue familiarity or fraternize with visitors.
20. **Employee Relationships with Other Employees:**
- A. Employees shall be respectful and maintain a professional, courteous, and cooperative demeanor with other employees of the Office and other law enforcement or criminal justice personnel.
  - B. Employees shall be respectful and maintain a professional, courteous, and cooperative demeanor with supervisory personnel. Employees shall not defy the authority of any supervisor by being disrespectful, arrogant, or displaying disrespectful conduct, whether in or out of the supervisor's presence.
  - C. When relatives are employed by the Office, no employee shall be in a reporting line of supervision to a relative. In the event it is determined a relative would be or has been placed in a reporting line of supervision, an appropriate course of action will be determined by the Chief Deputy.
  - D. Intimate and sexual relationships between employees are covered in Policy CP-3, *Workplace Professionalism*.
  - E. Employees shall not covertly record conversations involving other employees unless the recording is in furtherance of an official department investigation or prior approval for the covert recording has been obtained from a bureau commander or his designee.
21. **Employee Relationships with Known or Suspected Criminals:** Employees shall avoid associations or dealings with persons whom they know or have reason to believe are, or have been, recently charged with

criminal acts or are under indictment. Exceptions may be made when necessary in the performance of an employee's duties or when such contacts are with relatives.

22. **Frequenting Prohibited Establishments:** Employees shall not knowingly enter or frequent any establishment, such as a house of prostitution or illegal gambling house, wherein the laws of the United States, the state, or the local jurisdiction are regularly violated, except in the performance of duty or while acting under proper and specific orders from a supervisor.
23. **Gambling:** Employees shall not participate in any form of illegal gambling at any time, except in the performance of duty and while acting under proper and specific orders from a supervisor.
24. **Sleeping On Duty:**
  - A. Employees shall not sleep on duty unless specifically authorized to do so.
  - B. Employees who feel they are unable to stay awake on duty have the responsibility to notify their immediate supervisor, who shall determine the proper course of action.
25. **Interference with Official Investigations:** Employees shall not use their official position or knowledge gained by employment with this Office to hinder, obstruct, or interfere with any case, official operation, or investigation being handled by this Office or any other agency.
26. **Request for Assistance:** When any person requests assistance from the Office or makes a complaint or report, either by telephone or in person, all pertinent information will be obtained in an official and courteous manner, and will be properly and judiciously acted upon, in accordance with Office Policy.
27. **Failure to Meet Standards:** Failure to meet standards is the inability, unwillingness, or failure to perform assigned duties in an acceptable manner, or the failure to accomplish a reasonable share of the workload. Employees shall:
  - A. Possess the knowledge required to perform assigned duties.
  - B. Complete assignments properly.
  - C. Conform to work standards established for the employee's rank or position.
  - D. Make reasonable decisions or take appropriate actions.
  - E. Not take actions which are unreasonable or clearly inappropriate for the situation.
  - F. Not display cowardice if they are deputies, reserve deputies, or detention officers.
  - G. Not be absent from the assigned area of responsibility during a tour of duty without authorization.
  - H. Not be absent without authorized leave as specified in Policy GC-1, *Compensation, Leaves, and Absences*.
28. **Insubordination:** Insubordination is the willful refusal to obey a reasonable and lawful order. A reasonable and lawful order given to a subordinate shall be followed regardless of the method of conveyance, as governed by Policy GB-2, *Command Responsibility*. The willful failure to obey an order constitutes grounds for discipline, up to and including dismissal from employment.
29. **Loitering:** While on duty or in uniform, employees shall not remain in eating establishments, service stations, or other public places for longer than is reasonably required to complete the legitimate activity for which they stopped, unless required by duty. Employees shall not remain at a duty post or any Office location beyond the end of their shift unless conducting official business or for a minimal period while awaiting transportation from work.
30. **Job Abandonment:** Except when extenuating circumstances are found to have existed, employees shall be considered to have abandoned their position when they have been absent for three or more consecutive working days without authorization. This includes being absent for three or more consecutive working days without authorization following an approved leave of absence.

- A. On any scheduled workday, if an employee does not have prior authorization or prior supervisory approval and fails to contact their supervisor or the on-duty supervisor prior to the scheduled start time of their shift, the following procedures will be followed:
    - i. The supervisor will contact the employee by phone each day to determine if the employee's absence is due to an unexpected emergency. The supervisor will complete a telephone log documenting the time of the call and any information obtained or any messages that were left.
    - ii. If the supervisor is unable to contact the employee and the employee has not contacted the supervisor for three consecutive workdays, the employee will be deemed to have abandoned their position. The supervisor shall notify their division commander as soon as possible of any employee who has abandoned their position.
  - B. When it has been determined that an employee has abandoned their position, an investigation shall be completed, as specified in Policy GH-2, *Internal Investigations*. The completed investigation shall be forwarded through the chain of command to the Compliance Division to ensure due process.
31. **Abuse of Process, Withholding Evidence, and Misappropriation of Property:**
- A. Employees shall not manufacture, conceal, falsify, destroy, remove, tamper with, or withhold evidence or information, or make false accusations in a criminal, traffic matter or administrative matter.
  - B. Employees shall secure all items of evidence in designated property lockers, or other authorized, secured areas, as soon as possible. Employees shall not leave evidence in vehicles, in personal lockers, in or on desks, or in other areas in which it could be subjected to possible tampering or theft. Contraband should also be placed promptly in an appropriate location, pending destruction or other disposition.
  - C. Employees shall not appropriate any County property, evidence, or found or recovered property for their own use.
32. **Treatment of Persons in Custody:** Employees shall not mistreat persons who are in the custody of the Office. Employees shall handle such persons in accordance with established laws and Office procedures. Policy CP-1, *Use of Force*, and ARS §31-101 through §31-146 governs the treatment of persons in custody.
33. **Gum and Tobacco Usage:** Employees in the performance of their duties shall not chew tobacco or gum while making personal contacts with citizens. Further restrictions on tobacco use are specified in Policy GD-4, *Tobacco Products*.
34. **Return of Office and County Property Upon Separation:**
- A. When employees leave the service of the Office, they shall surrender all Office and other County property that was assigned to them while so employed to the Training Division.
  - B. When employees return property damaged through their negligence or deliberate action or fail to return all assigned Office or County property, they may be held criminally or civilly liable.
35. **Property Damage:**
- A. Employees shall immediately notify their supervisor, or if unavailable, the nearest on-duty supervisor, and promptly submit a written report concerning any damage to real or personal property, including vehicles, belonging to the Office, the County, a private citizen, or any other entity or individual, which is a result of, or occurred during, the execution of their official duties or responsibilities.
  - B. Employees shall immediately notify their supervisor and promptly submit a written report concerning any damage to real or personal property, including vehicles, belonging to the Office or the County that occurred while the employee was off duty.

- C. Employees shall never attempt to work out or negotiate a settlement with any entity or individual regarding personal or County liability when property damage has occurred during the execution of official duties.
36. **Rumors or Gossip:** Employees shall not spread rumors, gossip, or false information which discredits another employee or harms his reputation. Supervisors made aware of violations shall take immediate action to correct the situation and initiate disciplinary action if warranted.
37. **Social Networking Sites:** The use of social networking sites such as Facebook, MySpace, and Twitter have become common outlets for employees to socialize. Employees must be mindful of the negative impact of inappropriate or unauthorized postings involving the Maricopa County Sheriff's Office and their direct impact on the relationship between the Office and the community.
- A. Social networking sites shall not be accessed while on duty unless in the performance of official duties.
- B. Whether on or off duty, employees shall not publicly express, share, or post information regarding the Office which would jeopardize the safety and security of Office employees, inmates or the public, or which could negatively impact the efficient or effective operation of the Office.
- C. Due to the increased scrutiny of law enforcement personnel postings on social networking sites, the Office strongly discourages employees from posting information regarding their own off-duty activities or the off-duty activities of another Office employee which may tend to bring the person's reputation into question. This is not intended to infringe upon any employee's First Amendment or other constitutional rights, but those who may be called to testify on behalf of the Office as part of their official duties must guard their reputation and should be aware that attorneys may attempt to use this type of information, e.g., postings on social networking sites, for impeachment purposes.
38. **Keeping Supervisors Informed:**
- A. Employees must promptly notify their supervisors of all situations, events, incidents, inspections, and communications that affect, or may affect, the Office, or with which the Office may be concerned.
- B. Examples of situations that require employees to keep their supervisors informed include, but are not limited to, the following:
- i. Involvement in any situation being investigated by another law enforcement agency, whether as a witness, victim, or suspect, or in anticipation of becoming a suspect.
  - ii. The suspension or revocation of driving privileges.
  - iii. Receipt of a moving vehicle traffic citation.
  - iv. Knowledge of the booking of a relative into an Office jail.
  - v. The issuance of a court order, such as an order of protection or an injunction against harassment in which an Office employee has been named.
- C. Supervisors should notify their chain of command as appropriate.
39. **Use of Discretion:**
- A. Policy cannot be written to cover every situation in which an employee may become involved. The employee must use discretion in the enforcement of laws and in determining appropriate actions. Supervisors have the authority to make decisions on behalf of the Office and to provide employees with direction and guidance on how to perform their duties.
- B. When employees are faced with a situation in which discretion can be exercised, they shall evaluate the circumstances and consider available resources and alternate solutions. They should rely on their

- training, Office Policy, established procedures, statutes, and the direction of supervisors in making a decision.
- C. The appropriate decision should be the least restrictive one that still accomplishes the intent of the law, is in accordance with Office Policy, and does not compromise employee safety.
  - D. Discretion is limited by federal, state, and local law, as well as case law, Office Policy, and the employee's rank and level of responsibility.
40. **Oath of Office:** The Sheriff or his designee shall administer the Oath of Office to all new sworn and detention personnel prior to assuming their new duties. The Oath of Office requires the employee to support the Constitution of the United States and the Constitution and Laws of the State of Arizona.

**CLIMATEC LLC, DBA CLIMATEC BTG, 2851 W KATHLEEN ROAD, PHOENIX, AZ 85053**

PRICING SHEET: 90924

Terms: NET 30

Vendor Number: 2011000515 0

Telephone Number: 602/674-1260

Fax Number: 602/674-1279

Contact Person: Ckayle Godby

E-mail Address: [CGodby@Climatec.com](mailto:CGodby@Climatec.com)

Certificates of Insurance Required

Contract Period: To cover the period ending ~~September 03, 2015~~ ~~January 03~~  
**April 30, 2016.**