

SERIAL 14015 RFP CONSULTANT FOR MELENDRES COURT ORDERED INTERNAL ASSESSMENT

DATE OF LAST REVISION: May 07, 2014

CONTRACT END DATE: May 31, 2015

CONTRACT PERIOD THROUGH MAY 31, 2015

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **CONSULTANT FOR MELENDRES COURT ORDERED INTERNAL ASSESSMENT**

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 **May 07, 2014**.

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.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

NP/mm
Attach

Copy to: Office of Procurement Services
LeeAnn Bohn, MCSO
Amie Bristol, MCSO



CONTRACT PURSUANT TO RFP

SERIAL 14015 -RFP

This Contract is entered into this 7th day of May, 2014 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Vigilant Resources International, a New York corporation ("Contractor") for the purchase of consulting services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of one (1) year, beginning on the 7th day of May, 2014 and ending the 31st day of May, 2015.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of four (4) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 3.3 INVOICES:
 - 3.3.1 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

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

3.3.3 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>).

3.3.4 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.

4.0 AVAILABILITY OF FUNDS:

4.1 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.

4.2 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.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 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.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 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.

- 6.1.2 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.

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

6.2 **INSURANCE:**

- 6.2.1 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.

- 6.2.2 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.

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

- 6.2.4 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.

- 6.2.5 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.

- 6.2.6 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.

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

- 6.2.8 The policies required hereunder, except Workers' Compensation, 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.

- 6.2.9 **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.

6.2.10 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.

6.2.11 Workers' Compensation:

6.2.11.1 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.

6.2.11.2 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.

6.2.12 Certificates of Insurance.

6.2.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 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.**

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

6.2.12.3 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.

6.2.13 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.

6.3 WARRANTY OF SERVICES:

6.3.1 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.

- 6.3.2 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.

6.4 INSPECTION OF SERVICES:

- 6.4.1 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.

- 6.4.2 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.

- 6.4.3 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:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

- 6.4.4 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:

6.4.4.1 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

6.4.4.2 Terminate the Contract for default.

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:

Adam Safir
Vigilant Resources International
45 Rockefeller Plaza – 20th Floor
New York, NY 10111

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 SUBSTITUTION OF CONTRACTOR PERSONNEL:

Contractor shall not substitute or reassign named individuals assigned to any part of this contract's scope of work without prior written consent of the County. Changes in Contractor personnel assigned to any part of this contract's scope of work due to employee termination shall be done in consultation with the County.

6.30 INCORPORATION OF DOCUMENTS:

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

6.30.1 Exhibit A, Pricing;

6.30.2 Exhibit B, Scope of Work;

6.30.3 Exhibit C, Office of Procurement Services Contractor Travel and Per Diem Policy

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

CONTRACTOR

Adam Safir
AUTHORIZED SIGNATURE

ADAM SAFIR, President
PRINTED NAME AND TITLE

45 Broadview Plaza, 2nd Fl NY, NY 10014
ADDRESS

5-1-14
DATE

MARICOPA COUNTY

Dan Bong
CHAIRMAN BOARD OF SUPERVISORS

MAY 16 2014
DATE

ATTESTED:
Janet Carroll
CLERK OF THE BOARD 051314

5-13-2014
DATE

APPROVED AS TO FORM:

Michelle L. Dal
LEGAL COUNSEL

5-13-2014
DATE

EXHIBIT A

PRICING

SERIAL 14015 -RFP
 NIGP CODE:
 COMPANY NAME: VRI Technologies LLC
 DOING BUSINESS AS (DBA) NAME: Vigilant Resources International (VRI)
 MAILING ADDRESS: 45 Rockefeller Plaza - 20th Floor
New York, NY 10111
 REMIT TO ADDRESS: 45 Rockefeller Plaza - 20th Floor
New York, NY 10111
 TELEPHONE NUMBER: 212-537-5048
 FACSIMILE NUMBER: 212-537-4762
 WEB SITE: www.vritechnologies.com
 REPRESENTATIVE NAME: Adam Safir
 REPRESENTATIVE PHONE NUMBER: 917-536-0370
 REPRESENTATIVE E-MAIL: adam@vritechnologies.com

YES NO

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: []

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: [] [X]

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.

NET 10 DAYS

1.0 PRICING:

Initial Program Assessment and Recommendation	Year 1	<u>\$56,283</u>	NOT TO EXCEED
Optional Annual Assessment and Recommendation	Year 2	<u>\$45,363</u>	NOT TO EXCEED
	Year 3	<u>\$36,290</u>	NOT TO EXCEED
	Year 4	<u>\$36,290</u>	NOT TO EXCEED
	Year 5	<u>\$45,363</u>	NOT TO EXCEED
Required Procurement Support Services Through Procurement Award		<u>\$64,378</u>	NOT TO EXCEED
Required Training and Implementation Services		<u>\$34,874</u>	NOT TO EXCEED
Hourly Rate for Out of Scope Work:			
Project Executive		<u>\$350</u>	Per Hour
Monitoring Expert / Attorney		<u>\$325</u>	Per Hour
Project Manager		<u>\$295</u>	Per Hour
Policing Experts		<u>\$275</u>	Per Hour
Interviewers (Police Experts)		<u>\$275</u>	Per Hour
Police Technology Experts		<u>\$250</u>	Per Hour
Sr. Writer (Experienced Law Enforcement)		<u>\$240</u>	Per Hour

Police Training Experts

\$225 Per Hour

<u>Reconciliation to Budget Detail</u>			
<u>Fees</u>	<u>Expenses</u>		<u>CHECK</u>
Y1- 45,980	10,303 (a)		<u>Total from Attachment A:</u>
			\$318,840.16
Y2- 38,335	7,028 (b)		
Y3- 30,668	5,622 (b)		<u>Total from Budget Detail:</u>
Y4- 30,668	5,622 (b)		\$318,840.16
Y5- 38,335	7,028 (b)		
Proc. Support-54,190	10,188 (c)		
Training+Imp- 29,600	4,734 (d)		

(a) Includes All of "Phase I" from Budget Detail

(b) Includes All of "Phase III" from Budget Detail except training hours (24 hours in year 2 and 5 and 20 hours in years 3 and 4).

(c) Includes "Drafting, Design & Development Services" + "Procurement Support" from Work Plan with all hours from Phase II of Budget Detail.

(d) Includes "Project Management" & "Training Services" from Phases II and III.

DETAILED BUDGET BY INDIVIDUAL, PHASE & TASK

PHASE III (Annual Cost Years 2-5)

	Rate	Phase I Hours	Phase I Fees	Phase II Hours	Phase II Fees	Annual Assessment & Best Practices Review				System Support				Training				Phase III Annual Hours	Phase III Annual Fees	Phase III TOTAL Hours (Yr. 2-5)(a)	Phase III TOTAL Fees (Yr. 2-5)(a)	TOTAL HOURS	TOTAL FEES	TOTAL EXPENSES							TOTAL COSTS			
						Discover	Produce	Present	Fees	Discover	Produce	Present	Fees	Discover	Produce	Present	Fees							Flights	Hotels	Parking	Ground			Phase I	Phase II	Phase III	TOTAL	
																											Transport.	Per Diem	Expenses					
Howard Safir	\$350	8	\$2,800	5	\$1,750	2	2	4	\$2,800	0	0	0	\$0	0	0	0	\$0	8	\$2,800	28.8	\$10,080.0	41.8	\$14,630	\$2,606	\$568	\$150	\$300	\$740	\$4,368	\$3,641	\$2,614	\$12,740	\$18,995	
K. O'Toole	\$325	30	\$9,750	28	\$9,100	8	8	2	\$5,850	0	1	0	\$325	0	1	2	\$975	22	\$7,150	79.2	\$25,740.0	137.2	\$44,590	\$1,015	\$330	\$105	\$210	\$359	\$1,930	\$10,816	\$9,964	\$25,740	\$46,520	
C. Maldonado	\$275	14	\$3,850	28	\$7,700	6	6	2	\$3,850	2	2	2	\$1,850	0	2	4	\$1,850	26	\$7,150	93.6	\$25,740.0	135.6	\$37,290	\$3,121	\$1,946	\$345	\$690	\$1,713	\$7,815	\$4,691	\$9,770	\$30,644	\$45,105	
D. Rosenblatt	\$275	13	\$3,575	24	\$6,600	6	6	0	\$3,300	1	1	0	\$550	0	1	2	\$825	17	\$4,675	61.2	\$16,830.0	98.2	\$27,005	\$1,545	\$449	\$105	\$210	\$512	\$2,822	\$4,416	\$7,694	\$17,717	\$29,827	
A. Safir	\$295	31	\$9,145	36	\$10,620	6	8	4	\$5,310	2	4	2	\$2,360	0	0	0	\$0	26	\$7,670	93.6	\$27,612.0	160.6	\$47,377	\$4,698	\$1,579	\$330	\$660	\$1,625	\$8,891	\$11,161	\$12,175	\$32,932	\$56,268	
Writer/Doc.Manager	\$240	19	\$4,560	18	\$4,320	4	12	0	\$3,840	0	0	0	\$0	0	0	0	\$0	16	\$3,840	57.6	\$13,824.0	94.6	\$22,704	\$2,045	\$558	\$120	\$240	\$583	\$3,547	\$6,126	\$5,414	\$14,711	\$26,251	
Interviewers	\$225	28	\$6,300	0	\$0	12	4	0	\$3,600	0	0	0	\$0	0	0	0	\$0	16	\$3,600	57.6	\$12,960.0	85.6	\$19,260	\$5,244	\$1,143	\$285	\$570	\$1,418	\$8,660	\$7,866	\$0	\$20,054	\$27,920	
Training Specialists	\$225	0	\$0	16	\$3,600	0	0	0	\$0	0	0	0	\$0	0	4	8	\$2,700	12	\$2,700	43.2	\$9,720.0	59.2	\$13,320	\$3,152	\$687	\$180	\$360	\$895	\$5,274	\$0	\$5,327	\$13,267	\$18,594	
Tech Specialists	\$250	24	\$6,000	74	\$18,500	2	6	0	\$2,000	2	8	1	\$2,750	0	0	0	\$0	19	\$4,750	68.4	\$17,100.0	166.4	\$41,600	\$4,152	\$1,354	\$285	\$570	\$1,401	\$7,762	\$7,566	\$21,149	\$20,647	\$49,362	
TOTAL		167	\$45,980	229	\$62,190	46	52	12	\$30,550	7	16	5	\$7,635	0	8	16	\$6,150	162	\$44,335	583.2	\$159,606	979.2	\$267,776	\$27,579	\$8,615	\$1,905	\$3,810	\$9,246	\$51,064	\$56,283	\$74,105	\$188,452	\$318,840	

(a) figures for Phase III Total Hours and Total Fees are based on multiplying Annual hours X 3.6 to reflect 20% less hours in each of years 3 and 4.

EXHIBIT B**SCOPE OF WORK****Section 1: Executive Summary**

VRI shall deliver this program in three progressive phases that shall overlap and continue throughout the assignment:

- Phase I: Discovery and Recommendations
- Phase II: Capability Building
- Phase II: Sustained Compliance

Phase I: Discovery, Assessment and Recommendations shall assess and document MCSO's current state of compliance and produce clear, prioritized recommendations and strategies to address gaps in policies, procedures, metrics, and supporting technology systems. Phase I Deliverables shall include the drafting and presentation of an assessment report in conformance with the Order and include a blueprint of prioritized, actionable recommendations for policies, procedures, metrics and supporting technology that advance and maintain MCSO's compliance with the Order. While VRI may continue to discover areas for improvement and make recommendations throughout the assignment as requested by MCSO, Phase I shall be completed within four (4) weeks of Notice to Proceed. Not to exceed budget for Phase I is \$56,283.

Phase II: Capability Building shall involve the enhancement and/or addition of policies, procedures, metrics and technology systems in support of compliance with the Order as acceptable to the Parties and the Court. Phase II Deliverables shall include support drafting and implementing compliant policies, procedures and training and the programmatic conception, design and procurement support services for technology systems that advance and maintain compliance with the Order. While VRI shall continue to ensure that the above-described actions work in concert throughout the assignment as requested by MCSO, Phase II shall be completed within one (1) year of Notice to Proceed. Not to exceed budget for Phase II is \$64,378.

Phase III: Sustained Compliance shall involve on-going activities to help MCSO advance and maintain compliance with the Order. These activities shall include an annual internal progress assessment and periodic support regarding policies, practices, technology, training and other measures that forward the interests of MCSO in complying with the Order. Phase III shall involve formal quarterly reporting with additional services as requested provided on a project basis. Estimated budget for Phase III is \$163,305 for required annual assessments in years two (2) through five (5) with an additional \$34,874 budgeted for necessary training and technical system support in years two through five. Please see Exhibit A which specifies the Total Not to Exceed Budget of \$318,840.

To deliver results and value to MCSO as described above, VRI shall provide a core project team of the nation's leading law enforcement compliance, technology and change-management experts for all three proposed phases of the assignment. This core team shall be overseen by VRI Chairman and CEO Howard Safir and include Carlos Maldonado, Kathleen O'Toole, Dan Rosenblatt, and Adam Safir. The VRI team shall be supplemented by additional subject matter experts in each phase of the assignment as required and approved by Maricopa County. Please See Section II below for further specification of VRI's proposed activities and Targeted Outcomes for each phase.

As summarized above and detailed below, VRI believes that VRI can be a strong partner in Maricopa County's efforts to comply with the Order as beneficially and efficiently as possible.

Section 2: Proposal

VRI proposes a logical schedule that delivers the internal assessment & recommendations within four (4) weeks of notice to proceed, systems designed and supported with bid packages within eight (8) weeks; systems operational within thirty-nine (39) weeks, training support for policies, procedures, protocols and systems completed within one year and on-going support on a quarterly basis in years 2-5: (See Exhibit A – Pricing for Work Plan)

The remaining pages of this section further specify the Program Activities & Targeted Outcomes that are summarized below:

	A. Phase I: Discovery & Recommendations	B. Phase II: Capability Building	C. Phase III: Sustained Compliance
Program Activities	A1. Interviews & Stakeholder Relationship Building A2. Document Review A3. Technical Systems Review A4. On Site Observations A5. Dynamic Compliance Gap Analysis & Drafting of Assessment Document A6. Strategic Master Planning & Budgeting	B1. Drafting, Design and Development Services B2. Procurement Support B3. Project Management Services B4. Training	C1. Annual Assessment & Best Practices Review C2. System Support C3. Training
Targeted Outcomes	<i>Clear, comprehensive, and fact-based assessment that evidences <u>current compliance</u> and <u>gaps in compliance</u> with the Order that is acceptable to the Parties and Court.</i> <i>A prioritized, budgeted plan to orchestrate the people, policies, processes and technology needed to empower MCSO to comply with the Order as beneficially, cost-effectively and soon as possible</i>	<i>A programmatic approach that measures and ensures that the policies, procedures and systems implemented for compliance with the Order:</i> <i>a) function as required b) are utilized to their fullest capability and purpose c) work in concert with MCSO’s overall operations d) are value-engineered, procured, maintained and utilized for the most efficient Total Cost of Ownership</i>	<i>Clear, comprehensive, and fact-based assessment that evidences <u>continued compliance</u> with the Order that is acceptable to the Parties and Court.</i> <i>Additional services to advance, maintain and evidence compliance with the Order as requested</i>

A. Phase I: Discovery & Recommendations

A1. Interviews & Stakeholder Relationship Building

VRI shall interview members of the MCSO Compliance Unit and other MCSO staff and stakeholders at MCSO’s direction, to understand and forward compliance status, strategies, goals, tasks and capabilities. VRI anticipate a series of working sessions that at first define and inform and eventually apply a Dynamic Compliance Gap Analysis to measure MCSO’s compliance with the Order. These activities shall help develop VRI’s understanding of the particular capabilities and challenges facing MCSO, and work to establish best practices and metrics that are specifically applicable to MCSO forwarding compliance with the Order.

A2. Document Review

VRI shall submit a document request list early in the project for the dual purpose of developing a baseline understanding of MCSO’s substantive written material in compliance with the Order and beginning VRI’s analysis of any gaps in documentation required by the Order. In so doing VRI shall review how MCSO creates and manages required documentation and identify specific policies, procedures, training materials and other documentation required by the order that is missing or needs to be modified to meet the requirements of the Order.

A3. Technical Systems Review

VRI shall assist the MCSO in reviewing existing technical systems that support deployment, supervision, and the tracking and recording of patrol¹ activities to determine which systems can and should be most effectively integrated into the compliance framework, and which technical system requirements of the Order, if any, shall require the design and implementation of new, standalone systems. In so doing VRI shall work with MCSO² to map out the technical features, network requirements, storage requirements and operational use of each relevant system and seek to identify and recommend hardware, software and network solutions that meet the requirements of the Order as effectively and efficiently as possible.

VRI shall present VRI's findings in a succinct report with appropriate visualizations that identify opportunities, gaps, and practical recommendations of actions that MCSO should take to most beneficially and profitably comply with the Order.

A4. On Site Observations

VRI shall observe patrol activities to earn first-hand knowledge of MCSO's operations and how relevant policies, procedures, training and supporting systems are utilized in practice to meet the requirements of MCSO and the Order. In so doing VRI shall be mindful of how to best integrate the requirements of the Order into MCSO's operations in a practical manner that minimizes additional costs and time for MCSO deputies and supervisors (considering both direct and indirect effects) and maintains the highest levels of effectiveness and personal safety for MCSO deputies and supervisors.

A5. Dynamic Compliance Gap Analysis & Drafting of Internal Assessment Document

The Dynamic Compliance Gap Analysis shall serve as a barometer for compliance with the Order and be utilized throughout the project to track, measure and report on MCSO's compliance. It is conceived to incorporate and work in parallel with the specific requirements, compliance framework and language approved by the Parties, Monitor and Court. The Dynamic Compliance Gap Analysis shall be structured around the relevant substantive paragraphs of the Order³ and include both short narrative statements and color-coded visual representations of compliance status.

The Dynamic Compliance Gap Analysis shall be used in conjunction with findings and analysis from the Interviews, Document Reviews, Technical System Reviews and On Site Observations to form the substance of the Internal Assessment document.

VRI shall draft the Internal Assessment for review, comment and approval by MCSO according to the schedule required by the Parties and Court.

¹ Systems that VRI anticipates reviewing include CAD/RMS/Civil Process, Radio Systems (P25), Automatic License Plate Readers (ALPR), Mobile Data Terminals (and supported applications), Audio and Visual Recording Systems, Scheduling, Deployment, Supervisory and Human Resources MIS Systems, and Crime Analysis & Intelligence MIS Systems.

² VRI anticipates working closely with both the MCSO Implementation Unit, assigned MCSO technology & IT professionals, and command staff during both the discovery, analysis and reporting phases of VRI's work.

³ In line with the RFP's requirements, the Dynamic Compliance Gap Analysis and internal assessments shall include: i) analysis of collected traffic-stop and high-profile or immigration-related operations data; ii) written policies and procedures; iii) training, as set forth in the Order; iv) compliance with policies and procedures; v) supervisor review; vi) intake and investigation of civilian complaints; vii) conduct of internal investigations; viii) discipline of officers; and ix) community relations.

³ In line with the RFP's requirements, the Dynamic Compliance Gap Analysis and internal assessments shall include: i) analysis of collected traffic-stop and high-profile or immigration-related operations data; ii) written policies and procedures; iii) training, as set forth in the Order; iv) compliance with policies and procedures; v) supervisor review; vi) intake and investigation of civilian complaints; vii) conduct of internal investigations; viii) discipline of officers; and ix) community relations.

A6. Strategic Master Planning & Budgeting

Likewise, the Dynamic Compliance Gap Analysis and the activities described above shall be utilized to inform a series of prioritized, budgeted recommendations that VRI shall deliver in parallel with the first Internal Assessment. These recommendations shall support MCSO's strategic master planning & budgeting processes and be presented as an actionable blueprint to inform the creation, modification and integration of policies, procedures, training and technology systems in compliance with the Order.

B. Phase II: Capability Building

B1. Drafting, Design and Development Services

VRI shall help MCSO draft policies and procedures, design systems and develop operational programs that forward compliance with the Order. VRI shall use the Dynamic Compliance Gap Analysis as a framework to manage these efforts and to identify and promote synergies, efficiencies and practicality in documentation, technology and operational use of various compliance elements. Draft policies and procedures may draw from successful language used elsewhere and shall in every instance be customized to the specific needs of MCSO. System design and specifications shall be designed to a level sufficient to inform and solicit the highest quality, lowest cost bids from vendors who can deliver necessary hardware, software and network infrastructure. For operational programs – to include training on policies, procedure and systems and the implementation of deployment and supervisory actions as required by the Order – VRI shall assist with the drafting of program documentation as required.

B2. Procurement Support

VRI shall work with MCSO and Maricopa County Office of Procurement Services to ensure the highest quality, most responsive and lowest cost bids from responsible vendors of necessary and approved technology, systems integration and IT services. In addition to providing the substantive specifications described above, VRI shall also ensure that RFIs, RFQs and RFPs are written and presented to the vendor community in a manner that solicits the most informed, relevant and actionable proposals from responsive bidders. This shall involve assistance drafting and reviewing clear, concise, and accurate scopes as well as providing assistance identifying qualified bidders as needed. VRI shall also provide assistance assessing vendor proposals for their responsiveness, quality, value and schedule – in so doing helping MSCO and the Officer of Procurement Services rank and quantify the strengths, weakness, risks and overall capabilities of various bidders.

B3. Project Management Services

VRI shall provide Project Management services to oversee technology product vendors, systems integrators and IT providers to ensure that they complete contracted projects on scope, on schedule, on budget and otherwise in conformance with project requirements.

In so doing, VRI shall support MCSO in ensuring that its framework of operational, compliance and financial strategies are followed and that its overall goals of effective and affordable operations and compliance are achieved.

B4. Training

VRI shall review administrator and end-user implementation plans and training for various technology and IT systems. In so doing VRI shall ensure that such implementation plans and training are sufficiently comprehensive, practical, sustainable, non-duplicative and otherwise consistent with approved strategies and recommendations.

VRI shall provide end-user training on integrated policies, procedures, programs and systems in compliance with the Order on a bi-annual basis beginning in the second half of year one

C. Phase III: Sustained Compliance

C1. Annual Assessment & Best Practices Review

VRI shall periodically update the Dynamic Compliance Gap Analysis, conduct interviews, review documentation, assess system use and make field observations pursuant to the annual Internal Assessments required by the Order. In

so doing VRI shall seek to forward and, when earned and demonstrated by MCSO, evidence the sustained compliance necessary for cessation of the Order. VRI shall support MCSO as requested in its work with the Parties, Court and Monitor to demonstrate and evidence compliance.

C2. System Support

VRI shall periodically survey and interact with administrators and end-users of relevant technology and IT systems to understand and observe the functionality and practical use of such technology in the field and at headquarters. To the degree that MCSO requires third party services to effectively operate, modify and/or manage such systems, VRI shall be available to provide or facilitate the provisioning of such support services.

C3. Training

Likewise, VRI shall be available for both existing and new end-user training as required. Such training shall be designed to ensure that deputies and supervisors understand what is required of them under the Order and are sufficiently familiar with the features and functionality of related technology systems that are necessary to perform their duties as effectively and efficiently as possible.

Section 3: Qualifications

Vigilant Resources International (VRI) was founded in April 2010 and is actively managed by Howard Safir and Adam Safir.

Howard Safir's ability to deliver results and value to clients has been earned over a 45 year public and private sector career including successful experience as Police Commissioner of New York City (NYPD), Director of Operations for the United States Marshals Service (USMS), Assistant Director of the Drug Enforcement Administration (DEA), Fire Commissioner of New York City (FDNY), Chairman and CEO of leading DNA forensics laboratory Bode Technology Group, Chairman and CEO of risk mitigation consulting firm SafirRosetti, consultant to the Chairman of ChoicePoint, and service on the Board of Verint Systems, Inc. and Lexis-Nexis Special Solutions.

Adam Safir's ability to deliver results and value to clients has been earned over a 15 year legal and consulting career including work as General Counsel and Chief Operating Officer of SafirRosetti and Bode Technology where he successfully managed client assignments and directed the implementation of four acquisitions and all operational and administrative aspects of SafirRosetti and Bode Technology's organic growth.

VRI specializes in meeting the strategic and operational requirements of law enforcement, military, intelligence and private sector organizations.

In this regard, VRI offers a full suite of management consulting, technology development and other professional services:

Security & Public Safety Services

- Threat/Risk/Vulnerability Assessment
- Risk Mitigation Consulting & Training
- Security & Communications Systems
- Department Management Study

Technology Services

- Needs assessment
- Master planning
- Procurement
- Project Management

Crisis & Emergency Management

- Crisis and Contingency Planning
- Crisis and Incident Management
- Crisis communications
- Disaster mitigation

Investigations & Forensics

- Confidential Investigations
- Integrity Monitoring / Compliance
- Forensics (DNA, toxicology, ballistics)
- Forensic Accounting
- Expert witness services

VRI and its team members have provided similar consulting services to those required herein to the Jersey City, NJ Department of Public Safety (including Police & Fire), the Newark, NJ Police Department, the Department of Justice and the City of East Haven, CT.

Project Team

VRI's team members for this assignment include Howard Safir, Kathleen O'Toole, Esq., Dan Rosenblatt, Carlos Maldonado and Adam Safir, Esq.

Commissioner Safir shall serve as Project Executive and be responsible for the review and quality control of all deliverables to ensure that they are accurate, clear, concise, based on facts and evidence, comprehensive, purposeful, timely delivered and relevant. In this regard he shall draw on a 45+ year career operating at the highest levels of law enforcement and as a private sector consultant (please see below for Commissioner Safir's Curriculum Vitae). VRI estimate that Commissioner Safir shall commit 42 hours of consulting time to the project.

Commissioner O'Toole shall serve as Team Lead of the Internal Assessment, ensuring that it meets the needs of MCSO and is created in a manner satisfactory to the Parties, Monitor and Court. In this regard Commissioner O'Toole shall draw on a 30+ year career operating at the highest levels of law enforcement, as a constitutional policing monitor, attorney, compliance expert and consultant (please see below for Commissioner O'Toole's Curriculum Vitae). VRI estimate that Commissioner O'Toole shall commit 137 hours of consulting time to the Project.

Chief Maldonado shall be VRI's team lead for reviewing, analyzing, measuring the results of and providing technical assistance to MCSO regarding its staffing, training and supervision as required by the Order. In this regard, Chief Maldonado shall review all MCSO training and deployment plans, schedules, performance evaluations, vehicle stop reports, arrest reports, utilization of Specialized Units, disciplinary reports and provide technical assistance to MCSO in line with best practices as specifically applied to MCSO. Chief Maldonado shall work to help ensure that MCSO meets its deadlines to establish certain programs and capabilities regarding its staffing, training and supervision and that MCSO fundamentally sustains such training, programs and capabilities in its operations and working culture over time as required by the Order. To do so, Chief Maldonado shall draw on over three decades of extensive leadership experience managing, reviewing and implementing constitutional policing practices in communities on the Southern Border (please see below for Chief Maldonado's Curriculum Vitae). VRI estimate that Chief Maldonado shall commit 135 hours of consulting time to the project.

Mr. Rosenblatt shall be VRI's team lead for reviewing, analyzing, measuring the results of and providing technical assistance to MCSO on the Compliance Programs and Reporting Systems required by the Order. In this regard, Mr. Rosenblatt shall review all policies, procedures, reports, data and systems produced by MCSO to comply with the Order and provide technical assistance in line with best practices as specifically applied to MCSO. To do so, Mr. Rosenblatt shall draw on extensive experience programmatically catalyzing constitutional policing over two decades working with diverse communities and police departments while leading the International Association of Chiefs of Police (IACP). The team shall draw on additional technical resources as necessary and in the interests of the Parties and Court (please see below Mr. Rosenblatt's Curriculum Vitae). VRI estimate that Mr. Rosenblatt shall commit 98 hours of consulting time to the project.

Adam Safir, Esq. shall serve as Project Manager responsible for all Scheduling, Administration, Project Management, Staffing and Quality Control for All Deliverables. He shall also bring his expertise in the technical systems required by the Order. In this regard, Mr. Safir shall draw on fifteen years of successful technical consulting, project management and project administration experience serving law enforcement and private sector clients (please see below for Mr. Safir's Curriculum Vitae). VRI estimate that Mr. Safir shall commit 160 hours of consulting time to the Project.

In addition to the 573 hours specified above, there are an estimated 406 hours to perform the following tasks that shall be performed by additional VRI staff (throughout all phases of the project and primarily in Phases II and III): 1) Document Management and Report Writing (~95 hours); 2) On Site Interviews (~86 hours); 3) Training (~60 hours); and 4) Technical System Review, Analysis and Support (~166 hours).

Please see Exhibit A for these estimated hours.

Howard Safir, Project Executive

Employment History

Year	Title, Location
2010 - Present	Chairman and Chief Executive Officer, Vigilant Resources International (VRI), New York
2001 – 2010	Chairman and CEO, SafirRosetti, New York; Bode Technology Group, Lorton, VA
1996 - 2000	Police Commissioner, New York City Police Department (NYPD)
1994 – 1996	Fire Commissioner, New York City Fire Department (FDNY)
1990 – 1994	President, Safir Associates, Fairfax, VA
1978 – 1990	Associate Director for Operations, United States Marshals Service (1984-1990); Chief of Witness Security Division (1978 – 1990), Washington, D.C. (northern Virginia)
1965 – 1978	Assistant Director, Drug Enforcement Administration (DEA, and predecessor agencies Federal Bureau of Narcotics and Bureau of Narcotics (FBN) and Dangerous Drugs (BNDD)); progressive assignments from street agent through Assistant Director including roles as Supervisory Agent in Charge for the Western Region of the United States

Commendations

Organization	Award
President of the United States	Presidential Meritorious Service Award (twice)
Department of Justice	Attorney General’s Award
USMS	US Marshal’s Service Award for Valor
International Association of Chiefs of Police	Lifetime Achievement Award

Education

Year	Degree Received
1963	Bachelor of Arts, Hofstra University
1988, 1989	John F. Kennedy School of Government

Howard Safir is an innovative executive with significant experience in federal, state and local law enforcement and the private sector.

Mr. Safir's ability to deliver results and value has been earned over a public and private sector career including successful *experience* as Director of Operations for the United States Marshals Service, Police Commissioner of New York City, Assistant Director of the U.S. Drug Enforcement Administration (DEA), Fire Commissioner of New York City, Chairman and CEO of leading DNA forensics laboratory Bode Technology Group, consultant to the Chairman of ChoicePoint , member of the Executive Committee of the International Association of Chiefs of Police (IACP) and Board Member of Lexis-Nexis Special Solutions, Verint Systems and Implant Sciences Corporation.

In his public sector career, Mr. Safir has successfully reduced crime and improved public safety while promoting organizational transformation, integrity and respect for human rights.

These accomplishments include a 38% reduction in major crime and a 44% reduction of homicides in New York City during his four year tenure as Police Commissioner, bringing the total number of murders in New York to 667 (the lowest level in *three* decades) while reducing civilian complaints 21% and allegations of unnecessary or excessive 41%; a revitalization of the United States Marshals service that included the expansion and improvement of the Federal Witness Security Program, the establishment of the Federal Asset Forfeiture Program, radical improvements to security at Federal courthouses and the high profile capture and arrest of scores of domestic and international fugitives; and some of the largest and most critical seizures of narcotics and interruption of illicit drug and weapons distribution during the early days of the Drug Enforcement Administration (DEA).

In his private sector career, through his work as consultant, senior executive and board member of various organizations, Mr. Safir has continued to help municipalities, states, countries and private sector organizations implement effective security and policing. These accomplishments include development and implementation of security and law enforcement policies, procedures, protocols, planning, technology and training, with such services provided both to generally improve entire law enforcement, security and private sector organizations and also to help them rise to the challenges of particular major events.

Mr. Safir is a graduate of Hofstra University, the John F. Kennedy School of Government and the Federal Executive Institute.

Kathleen O’Toole, Team Lead Internal Assessment

Employment History

Year	Title, Location
2006 - 2012	Chief Inspector, Garda Síochána Inspectorate
2004 – 2006	Police Commissioner, Boston Police Department
1998 - 2000	Commissioner, Independent Commission on Policing in Northern Ireland
1994 - 1998	Secretary, Massachusetts Department of Public Safety
1992 - 1994	Colonel, Massachusetts State Police
1986 - 1990	Chief, Metropolitan District Commission Police
1978 - 1986	Boston Police Department – Multiple Assignments (patrol officer, detective, academy instructor, supervisor and manager).

Additional Relevant Experience

Year	Matter
2013	Joint Compliance Expert (Monitor) for East Haven, CT Consent Decree
2012-2013	Member, Independent Commission for Policing in Ireland and Wales
2009	Member, Northern Ireland Prisons Reform Commission
1999	Expert Witness for Department of Justice Civil Rights Division in <i>USA v. New Jersey</i>
1999	Chair, Boston Fire Department Review Commission (O’Toole Commission)

Education

Year	Degree Received
1982	JD, New England School of Law
1976	AB, Political Science, Boston College

Ms. O’Toole is a police monitor, compliance expert and executive with unique national and international experience.

As Boston Police Commissioner, O’Toole managed 3,000 sworn and civilian personnel and an annual budget of \$235 million. She also won accolades – at City Hall and on the streets – for her non-confrontational, cooperative style of leadership, a collaborative, consultative and grassroots-oriented approach that emphasizes partnership with community groups and city organizations to reduce crime and engage people directly in helping to make their neighborhoods safe. Ms. O’Toole distinguished herself in a similar manner as member of Massachusetts Governor William Weld’s cabinet and the state’s Secretary of Public Service, overseeing 20 agencies, more than 10,000 employees and an annual budget exceeding \$1 billion. While still in law school in 1979, O’Toole became a patrol officer in the Boston Police Department and from position to position – across numerous patrol, investigative and administrative assignments – she quickly rose through the ranks of local and state law enforcement in Massachusetts. During this period, she served as Superintendent/ Chief of the Metropolitan Police and was also a Lieutenant Colonel overseeing Special Operations in the Massachusetts State Police. Since then, she has also supported the U.S. Department of Justice Civil Rights Division on police profiling cases and served as a member of the Independent Commission on Policing in Northern Ireland as part of the peace process there. O’Toole was chosen from among many other internationally prominent senior police executives to serve as the Chief Inspector of the Garda Síochána Inspectorate, the governance and oversight body responsible for bringing reform, best practices and accountability to the 17,000-member national police service in Ireland.

Carlos Maldonado – Team Lead – MCSO Staffing, Training & Supervision

Employment History

Year	Title
2008 – 2012	Chief of Police, Laredo, Texas
2006 - 2008	Course Manager/Instructor, Scientific Applications International Corporation (SAIC), EMRTC/New Mexico Tech
2002 - 2006	Deputy Cabinet Secretary, New Mexico Department of Public Safety and Chief of Police, New Mexico State Police
2001 - 2002	Captain, Federal Bureau of Investigation Academy, Leadership Development Unit
1981 - 2002	Various Roles, State of New Mexico, New Mexico State Police Department Captain, Criminal Investigations Section (1996-2001), Lieutenant, Office of Professional Standards and Internal Affairs, Special Operations Division (1994-1996), Sergeant, Criminal Investigations Bureau (1990-1994) Agent, Criminal Investigations Bureau (1986-90) Governor Protection Detail (1983-1986) Patrolman (1981-83)

Additional Relevant Experience

Year	Matter
2004	Co-Chair for the Border Security Worktable initiated by the Border Governor’s Conference
2007	Chair of Ad Hoc Committee for Border Issues (IACP)

Education

Year	Degree Received
2002	Masters of Public Administration, University of New Mexico
1997	Bachelor of Arts, Psychology

Mr. Maldonado is a seasoned police executive, instructor with unique leadership experience in border communities.

As Chief of Police of Laredo, Texas Mr. Maldonado reorganized the agency and redeveloped precincts/beats to enhance performance capabilities while engaging diverse communities. As Chief of the New Mexico State Police and Deputy Chair of the New Mexico Department of Public Safety, Mr. Maldonado led the administration’s programmatic approach to engaging diverse populations in an assertive state-wide community policing initiative.

Pursuant to this, Mr. Maldonado commenced the NMSA's accreditation through CALEA (Commission on Accreditation for Law Enforcement Agencies).

Mr. Maldonado's work at the FBI's Leadership Development Unit including teaching an Organizational Behavior Development and developed Assessment Center Testing Methods for police executives.

Chief Maldonado served as Commander of the Office of Professional Standards and Internal Affairs (OPSIA). In this regard he prepared the agency's Affirmative Action Plan and developed strategies to ensure compliance with the code of conduct and established objectives, mediated labor/management disputes and worked in concert with disciplinary hearing boards on issues including use of deadly force, due process and constitutional policing.

Daniel Rosenblatt, Team Lead – MCSO Policies, Procedures, Systems & Reporting

Employment History

Year	Title, Location
1989 - 2011	Executive Director, International Association of Chiefs of Police (IACP)
1984 – 1989	Director of Communications, Police Foundation
1974 – 1984	Department of Justice. Various positions including spokesperson for Watergate Special Prosecutor; speechwriter for the Administrator; Program Manager, Attorney General's Task Force on Violent Crime; President's Task Force on Victims of Crime.

Affiliations

Organization	Award
COPS	Lifetime Member
IACP	Lifetime Member
NOBLE	Member
National Law Enforcement Officer's Memorial Fund	Board member

Education

Year	Degree Received
1973	Bachelor of Arts, George Washington University

Daniel Rosenblatt has spent his career advocating for progressive practices in law enforcement.

Mr. Rosenblatt served as the Executive Director of the International Association of Chiefs of Police from 1989 – 2011. The IACP is a private, non-profit law enforcement membership organization with some 22,000 members in more than 100 countries. As IACP's chief executive officer, Mr. Rosenblatt managed, oversaw and directed the full range of operations and programs of a staff of 130 individuals who provide a wide range of support services of critical importance to law enforcement leaders around the world. Key among these offerings is the development of carefully researched policy documents and positions that significantly enhance the ability of a police chief and a police agency to deliver efficient and effective law enforcement services. Policies developed are employed in assessing police agencies and making recommendations that lay the groundwork for improved practices. During his tenure at IACP, Mr. Rosenblatt has directed the development of a series of special focus conferences that developed strategies and policies in a variety of areas, addressing a wide variety of issues such as violent crime, family violence, youth crime, intelligence sharing, hate crime, DNA evidence, law enforcement/university partnerships and private sector/public sector partnerships.

Prior to joining the Association, Mr. Rosenblatt was employed at the Police Foundation, a law enforcement think-tank, where he served as director of communications. At the Foundation he developed a 22-part public television

series that provided public audiences with a better understanding and appreciation for the work of police officers and the challenges of crime in a free society.

From 1974 -1984, Mr. Rosenblatt served in various offices at the United States Department of Justice. In 1981, he was asked to serve as staff to the Attorney General's Task Force on Violent Crime, which developed a series of policy and program practices to improve efforts to combat violent crime in the United States. In 1984, he was selected to join a small working group charged with implementing recommendations of a Presidential Task Force that focused on the needs of Victims of Crime.

Mr. Rosenblatt holds a Bachelor of Arts degree from the George Washington University and has undertaken graduate work at the American University on the American Presidency. He is a life member of the IACP, a past president of the National Organization for Victim Assistance (NOVA) and holds membership in the National Organization for Black Law Enforcement Executives (NOBLE), the National Sheriffs' Association and the Virginia Association of Chiefs of Police. He also serves on the Board of Directors for the National Law Enforcement Officers Memorial Fund.

Adam Safir, Project Manager

Employment History

Year	Title, Location
2010 -	President, Vigilant Resources International (VRI), New York
2001 – 2010	Chief Operating Officer & General Counsel, SafirRosetti, New York; Bode Technology Group, Lorton, VA.
2000 – 2001	Investment Banker, Donaldson, Lufkin & Jenrette
1998 – 1999	Attorney, Sony Music

Education

Year	Degree Received
1997	Juris Doctorate, University of Virginia
1994	Bachelor of Arts – Interdisciplinary Studies; University of Virginia

Adam Safir is responsible for Vigilant Resources International (VRI)’s overall operations including corporate development, legal, administration, accounting and finance. In this role Mr. Safir has directed the growth of VRI’s security consulting, data and law enforcement advisory practices both domestically and internationally.

Prior to co-founding VRI, Mr. Safir was Chief Operating Officer of SafirRosetti where he successfully directed the implementation of four acquisitions and all administrative aspects of SafirRosetti's organic growth. Mr. Safir’s previously worked as an attorney in Sony Music's Business Affairs department where he assessed and consummated business transactions on behalf of Columbia, Epic and 550 Records and as a banker in the Mergers & Acquisitions General Transaction group of Donaldson, Lufkin & Jenrette working in a variety of industries including telecommunications, manufacturing and consumer products.

Mr. Safir is admitted to practice law in the State of New York and holds a JD and BA from the University of Virginia, graduating With Distinction.

EXHIBIT C
Office of Procurement Services Travel and Per Diem Policy

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County shall 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 shall 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) shall be reimbursed. Under no circumstances shall the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County shall not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use shall 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 shall 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 shall 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 shall 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 shall reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking shall not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County shall 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 shall 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.

VIGILANT RESOURCES INTERNATIONAL, 45 ROCKEFELLER PLAZA – 20TH FLOOR, NEW YORK, NY 10111

PRICING SHEET: NIGP CODE 91832

Vendor Number: 2011004502 0

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2015.**