

SERIAL 170010 RFP SECURITY GUARD SERVICES

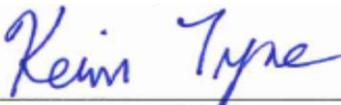
DATE OF LAST REVISION: November 02, 2016 CONTRACT END DATE: November 30, 2018

CONTRACT PERIOD THROUGH NOVEMBER 30, 2018

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **SECURITY GUARD SERVICES**

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 **November 02, 2018**.

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.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SA/mm
Attach

Copy to: Office of Procurement Services
James Brown, Facilities Management



CONTRACT PURSUANT TO RFP

SERIAL 170010-RFP

This Contract is entered into this 2nd day of November, 2016 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Blackstone Security Services, Inc., an Arizona corporation ("Contractor") for the purchase of Security Guard Services at various facilities throughout the County.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of two (2) years and one (1) month, beginning on the 2nd day of November, 2016 and ending the 30th day of November, 2018. The County shall issue a formal Notice to Proceed signed by the Director of the Facilities Management Department to initiate service under this agreement.
- 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) additional 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 sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. 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. Incomplete invoices will not be processed. 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 or
- County purchase order number
- Invoice number and date
- Payment terms

- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency 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 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 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.

3.4 APPLICABLE TAXES:

3.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.5 TAX (SERVICES):

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

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 may 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:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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.

Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

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 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.
- 6.2.7 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.
- 6.2.8 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, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.9 Automobile Liability:

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

6.2.10 Workers' Compensation:

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

Contractor, its contractors and its subcontractors waive all rights against Contract 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, its contractors and its subcontractors pursuant to this Contract.

6.2.11 Certificates of Insurance:

6.2.11.1 Prior to Contract **AWARD**, 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.

6.2.11.2 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.

6.2.11.3 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.

6.2.12 Cancellation and Expiration Notice:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

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 REQUIREMENTS CONTRACT:

6.4.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does

not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

6.4.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.4.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.5 **BACKGROUND CHECK:**

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.6 **SUSPENSION OF WORK:**

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.7 **STOP WORK ORDER:**

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.7.1 Cancel the stop-work order; or

6.7.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.7.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.8 TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.9 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.9.2 Make progress, so as to endanger performance of this contract; or

6.9.3 Perform any of the other provisions of this contract.

6.9.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

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 any 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 CONTRACTOR LICENSE REQUIREMENT:

6.11.1 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.

6.11.2 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.

6.12 SUBCONTRACTING:

6.12.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

6.12.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.13 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.

6.14 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials and services 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 or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.15 VALIDITY:

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 the Contract.

6.16 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.17 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.18 ISRAEL BOYCOTT:

By signing this Contract, the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 *et seq.*

6.19 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

- 6.19.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor
- 6.19.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 6.19.1.2 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;
 - 6.19.1.3 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
 - 6.19.1.4 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.
- 6.19.2 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.

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

- 6.20.1 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.
- 6.20.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.20.1 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.

6.21 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:

- 6.21.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy,
- 6.21.2 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.

6.22 UNIFORM ADMINISTRATIVE REQUIREMENTS:

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

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

- 6.23.1 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.
- 6.23.2 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.
- 6.23.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

6.24 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.

6.25 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 of the contract.

6.26 PUBLIC RECORDS:

Under Arizona law, 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 and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information, by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary 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 from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.27 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.

6.28 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.

6.29 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.30 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

6.31 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.

6.32 INCORPORATION OF DOCUMENTS:

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

6.32.1 Exhibit A, Pricing

6.32.2 Exhibit B, Scope of Work

NOTICES:

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

For County:

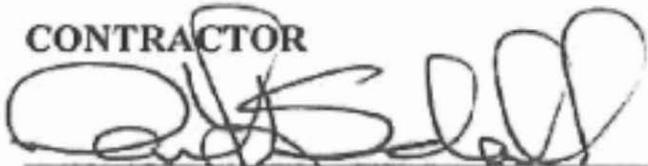
Maricopa County
Office of Procurement Services
Attn: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Blackstone Security Services, Inc.
Attn: Daniel Swindall
2400 West Dunlap Avenue, Suite 225
Phoenix, Arizona 85021

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

CONTRACTOR



AUTHORIZED SIGNATURE

Daniel L Swindall, President & CEO
PRINTED NAME AND TITLE

2400 W Dunlap Ave, #225, Phoenix, AZ 85021
ADDRESS

October 7, 2016
DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

NOV 02 2016
DATE

ATTESTED:



CLERK OF THE BOARD

NOV 02 2016
DATE

APPROVED AS TO FORM:



DEPUTY COUNTY ATTORNEY

October 21, 2016
DATE

EXHIBIT A

PRICING

SERIAL 170010-RFP
 NIGP CODE: 99046
 RESPONDENT'S NAME: Blackstone Security Services, Inc.
 COUNTY VENDOR NUMBER : VC0000006538
 ADDRESS: 2400 W Dunlap Ave, Suite 225
Phoenix, AZ 85021
 P.O. ADDRESS: _____
 TELEPHONE NUMBER: 602-265-6160
 FACSIMILE NUMBER: 602-265-6170
 WEB SITE: http://www.blackstonesecurity.com/
 CONTACT (REPRESENTATIVE): Bobby Holley, Quality Assurance Manager
 REPRESENTATIVE'S E-MAIL ADDRESS: bobby@blackstonesecurity.com

	<u>YES</u>	<u>NO</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	[X]
PAYMENT TERMS: NET 30 DAYS		

1.0 PRICING:

Site #	Site Name	# of Unarmed Officers	# of Hours per Week/Site (Total for all Officers)	Regular Rate per Hour per Officer	Overtime Rate per Hour per Officer	Holiday Rate per Hour per Officer	Average Markup
3310	Administration Building	2	100	\$ 14.48	\$ 21.72	\$ 21.72	30.94%
4137	Security Center Building	5	240	\$ 14.48	\$ 21.72	\$ 21.72	30.94%
3315/3315PK	Jackson Clerk of the Court/Parking Garage	5	270	\$ 14.48	\$ 21.72	\$ 21.72	30.94%
3320	Forensic Science Center	2	80	\$ 14.48	\$ 21.72	\$ 21.72	30.94%
3856	Vital Records	1	40	\$ 14.48	\$ 21.72	\$ 21.72	30.94%
3846	Public Health	2	80	\$ 14.48	\$ 21.72	\$ 21.72	30.94%
4060	Luhrs	2	80	\$ 14.48	\$ 21.72	\$ 21.72	30.94%
1513	Durango Command/Parking Garage	6	168	\$ 14.48	\$ 21.72	\$ 21.72	30.94%

2.0 ADDITIONAL PRICING:

Title	Qty	Unit of Measure	Regular Rate per Hour	Overtime Rate per Hour	Holiday Rate per Hour	% Markup per Hour
Guard - Unarmed	1	hour	\$ 14.48	\$ 21.72	\$ 21.72	30.94%
Guard - Armed	1	hour	\$ 18.39	\$ 27.59	\$ 27.59	23.87%
Sergeant - Unarmed	1	hour	\$ 15.48	\$ 24.56	\$ 24.56	28.94%
Sergeant - Armed	1	hour	\$ 19.39	\$ 30.59	\$ 30.59	22.64%
Captain - Unarmed	1	hour	\$ 17.48	\$ 29.06	\$ 29.06	25.63%
Captain - Armed	1	hour	\$ 21.39	\$ 35.09	\$ 35.09	20.52%
On-site Supervisory Personnel (per Section 2.8)	1	hour	\$ 19.48	\$ 41.06	\$ 41.06	23.00%

***All hourly rates should include all equipment, uniforms and testing requirements to be provided by the Contractor per the specifications.**

EXHIBIT B

SCOPE OF WORK

1.0 INTENT:

The purpose of this contract is to provide the Maricopa County Facilities Management Department, Protective Services Division (County) with licensed, unarmed, uniformed security officer services at various facilities throughout the County. The services are to be performed to the expectations published in this contract with expertise, knowledge and capability with cooperative effort and monitoring by the County.

This contract may also be used for armed security officers if a need arises from the using agency.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, make multiple awards, re-assign buildings after award, or add/delete locations after award, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF WORK:

2.1 CONTRACTOR RESPONSIBILITIES:

Contractor employees shall adhere to all work policies, procedures, and standards established by the County. The Contractor's employees shall conform in all respects with regard to physical, fire and security/safety regulations while on the County's premises. Contractor shall be responsible for obtaining all County developed rules, regulations, policies, etc. from the County, and shall be responsible to obtain and comply with all applicable State/Federal rules, regulations, policies, statutes, etc. from the respective governmental entity and furnish copies to the County.

Contractor shall be responsible for the following:

- 2.1.1 Recruiting, hiring, evaluating, assigning, disciplining, and when necessary, releasing, Contractor employees assigned to the County contract.
- 2.1.2 Maintaining a recruiting and hiring program that is in compliance with applicable federal and state employment laws and their implementing rules and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), and the Arizona Employment Protection Act ("AEPA").
- 2.1.3 Performing background screening on all Contractor employees assigned to the County, to include screening of credentials, licensure, personal history, qualifications, work history, and references, as well as criminal background checks and fingerprinting as provided herein. Contractor shall ensure that all Contractor employees possess all certifications, licenses, and qualifications necessary to enable them to perform their assignments.
- 2.1.4 Ensuring Contractor employees adhere to the policies and procedures of the County when assigned to work on this contract. Contractor shall promptly notify the County of any conduct by, or complaint regarding, any Contractor employee that may affect the County, including but not limited to threats of violence, harassment, discrimination or retaliation, or other unprofessional conduct.

- 2.1.5 Providing Contractor employees assigned to this Contract all of County's safety, drug/alcohol, work policies, anti-harassment, anti-discrimination and anti-retaliation policies and informing them that they are required to adhere to such policies.
- 2.1.6 Providing harassment, discrimination, and retaliation training for all Contractor employees provided under this contract. Contractor shall maintain a record of all such training.
- 2.1.7 Informing Contractor employees in writing and receiving acknowledgment from the employees that they are employed by Contractor, not the County.
- 2.1.8 Notifying Contractor employees in writing and receiving acknowledgment from the employees that the only employment benefits and compensation they will receive will be from Contractor, and that they are not entitled to any employment benefits or compensation from the County.
- 2.1.9 Informing Contractor employees in writing that job-related illness/injury reports are to be made to Contractor. Contractor and/or its designee shall notify the County within 24 hours of receipt of any such reports of injury or illness occurring while performing duties under this contract.
- 2.1.10 Being solely responsible for, and holding County harmless from, all administrative employment matters regarding Contractor employees including, but not limited to, all payroll and payroll income tax withholding matters; payment of workers' compensation premiums; funding of appropriate fringe benefit programs; and taking responsibility for and complying with (including offering coverage, if required) the Affordable Care Act with respect to its employees.
- 2.1.11 Paying Contractor employees in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Arizona Labor Code. Contractor shall maintain complete and accurate records of all wages paid to its employees assigned to provide services to County. Contractor shall be solely responsible for and will comply with applicable law governing the reporting and payment of wages, and payroll-related and unemployment taxes attributable to wages paid to its employees assigned to provide services to County.

2.2 ASSIGNMENT OF CONTRACTOR PERSONNEL:

The County reserves the right to verify the qualifications of any Contractor employee assigned to work under this contract.

2.3 TRAINING:

Contractor assigned personnel shall be immediately productive, requiring minimal training and orientation.

2.4 HOURS OF OPERATION:

Work hours and holidays will vary dependent upon the County and position. Normal working hours are 7:00 a.m. to 7:00 p.m. Monday through Friday, excluding County holidays.

There are requirements for evening, weekend, and overtime work. Weekend work shall be defined as Saturday and Sunday during the same week. Weekend work shall not be considered overtime unless in excess of forty (40) hours.

Overtime shall be defined as hours worked in excess of forty (40) per week. Should a Contractor employee work on a County holiday, regular pay shall apply to all hours under forty (40), and time and a half shall apply for hours over forty (40). Overtime must be approved in writing, in advance, by the County in order to be reimbursable.

Proposals shall outline how coverage will be provided during lunch/breaks, and all excused or unexcused absences.

All proposals shall include an initial start-up plan with timeline.

2.5 TRANSPORTATION AND PARKING:

It will be the Contractor or the Contractor employee's responsibility to provide transportation to and from the required locations. Reasonable parking accommodations will be provided for all locations, with the exception of the Security Center Building and the Luhrs Building.

2.6 CONTRACTOR PERSONNEL EXPENSES:

Contractor shall be responsible for all personnel expenses. Contractor may bill for certain travel expenses on a case-by-case basis. Contractor shall seek County approval before billing for any travel expenses. If approved by the County, travel expenses shall be reimbursed in accordance with the County's Travel Policy. Original receipts for travel must be submitted for reimbursement of allowable direct costs (lodging, communications, etc.).

2.7 CONTRACTOR SERVICE LOCATION:

Contractor shall have an office within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying additional personnel resources at immediate notice. Minimum office hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

2.8 CONTRACTOR SINGLE POINT OF CONTACT:

Contractor shall designate a coordinator as a single, local point of contact (SPOC), as well as a backup, that will be accessible during normal work hours 8:00 a.m. until 5:00 p.m. Monday through Friday, with the exception of the designated County holidays to receive employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, reports, and problem solving. Contractor's SPOC shall be available via a toll free telephone number or email. However, the Contractor shall provide the County with a communication plan that permits the County to reach the Contractor 24 hours per day, 7 days per week, and 365 days per year for any issue related to this contract or the performance of the contract.

Contractor shall maintain a supervisory presence on site from 7:00 a.m. until 5:00 p.m. Monday through Friday, and an on-call Supervisor for all other hours during the week and on Saturday, Sundays and Holidays.

As noted in Sections 2.4 and 2.15, all proposals shall describe how the Contractor will provide coverage for all shifts and locations if Contractor personnel do not report as scheduled.

2.9 CONTRACTOR EMPLOYEE REQUIREMENTS:

2.9.1 Background Check:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the Contractor.

Certain Contractor employees based on location assignment may be subject to various additional criminal background checks, fingerprinting, or other background checks. The County reserves the right to not approve any Contractor employee to perform duties under this contract.

2.9.2 Drug Testing:

All Contractor employees shall be required to complete a pre-employment drug screening, at the Contractor's cost. If, during the period of performance of this contract, a Contractor's employee fails a Contractor administered drug screening, the Contractor employee will not be assigned work under this contract.

2.9.3 Additional Certifications:

All Contractor employees assigned under this contract shall have and maintain AED, First Aid and CPR certifications. Contractor employees shall have these certifications prior to being assigned duties under this contract. Contractor employees shall maintain and recertify these certifications at the Contractor's or their own expense.

2.9.4 Dress and Equipment:

Contractor employees shall report to job assignments dressed as required by the County and with the equipment specified by the County as being required to perform work in the service categories covered under this contract.

Contractor shall supply at its expense, all-weather gear (jackets), flashlights, cell phones, and other equipment as is mutually agreed upon between the County and the Contractor.

Specific uniform requirements are as follows. The Contractor shall provide a uniform that mirrors their organizational look as it pertains to color, style, etc.; however, the County would require the following modifications:

- Polyester-blend trousers, plain pocket, flat front style (non-cargo pants) with a more finished/polished look.
- A polyester blend polo shirt (example: "511" style polo) with an embroidered badge is acceptable if not utilizing a short-sleeved dress shirt (example: Flying Cross uniform items) utilizing a metal or embroidered badge.
- A wind-breaker style polyester-blend jacket conforming to the Contractor's requirements with or without a liner.
- Sock color to match the color of the trousers.
- Black shoes or boots commonly utilized in law enforcement agencies for patrol purposes.

Additional Notes:

- Wearing a sweatshirt or other type of undergarment beyond a t-shirt is not permissible if it extends beyond the sleeves of the uniform shirt.
- If long-sleeved shirts are available, officers would be permitted to wear long-sleeved shirts that conform to the Contractor's uniform requirements (color, composition, manufacturer, etc.).
- The wearing of hats is prohibited.
- All uniform attire must be identical in its appearance. The only permissible option is the wearing of a long-sleeved shirt versus a short-sleeved shirt.

Specific duty belt/equipment requirements are as follows:

- A duty belt is to be worn to carry various non-lethal equipment items, and can be black nylon or black basket-weave in its design as will all carrying holsters for various equipment such as a small flashlight, OC Spray, handcuffs, expandable baton, etc.). All Contract personnel shall be equipped identically as it pertains to the style of belt (black nylon or black basket-weave). All belt-keepers shall match the finish of the belt worn.
- Prior to assignment for work under this contract, all Contractor employees will be trained in proper use of handcuffs and OC spray and are authorized to carry this equipment.
- All Contract officers with training in the use of a compact expandable baton are authorized to carry this equipment.
- A small black flashlight (6 inches or less in length), though not specifically required, is authorized for carry.

2.9.5 Communication Skills:

Unless otherwise requested, all Contractor employees must be able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position description. Contractors that provide Contractor employees that are unable to read, write, speak and comprehend the English language in accordance with the County's determination will refund any costs incurred by the County for such services.

2.9.6 Courtesy and Cordiality:

Contractor employees shall be respectful of all people with whom they interact, including County employees and customers of the County.

2.9.7 Additional Assignment Acknowledgment:

The Contractor will be given between four (4) business hours to confirm availability of a Contractor employee to fill a request outside primary scope of the contract. In the event that Contractor is unable to fill the request, the County may fill the requirement from other sources.

2.10 PERFORMANCE:

Policies, procedures, and standards established by the County as applicable to this contract shall be followed by Contractor employees assigned to the County at all times. The Contractor's employees shall conform in all respects with regard to physical, fire and security/safety regulations while on the County's premises. Contractor shall be responsible for obtaining applicable rules, regulations, policies, etc. from the County. The County retains the right to remove immediately from assignment or service any of Contractor's employees who violates any law or County policy or procedure in the performance of duties under this contract. In such event, County will notify the Contractor SPOC who shall make immediate arrangements for the replacement of such personnel at that assignment.

2.11 CONFIDENTIALITY OF COUNTY INFORMATION:

Contractor's employees may have access to confidential County information. Under no circumstance will this information be given out to anyone without the express permission of County management.

- 2.11.1 The Parties acknowledge and agree that regardless of any provision in the Contract or this SOW to the contrary, the services to be provided by Contractor do not involve any access, use or disclosure by Contractor of any of the County's protected health information ("PHI"), as that term is defined in the Health Insurance Portability and

Accountability Act of 1996 (“HIPAA”). Contractor is not a “business associate” of the County, as defined in HIPAA. In the event PHI is inadvertently transmitted to Contractor, Contractor shall immediately inform the County and the Parties shall work cooperatively to take all necessary action to address compliance with HIPAA and state privacy laws.

- 2.11.2 County shall provide Contractor a list identifying HIPAA covered departments of the County. For Contractor’s employees assigned to any such department, employees will be required not to disclose or in any way reveal or disseminate PHI to Contractor or any other unauthorized parties. County shall instruct Contractor’s employees concerning the confidentiality of medical information of County’s patients, standard precautions, and the County’s HIPAA policies and procedures. The Parties acknowledge and agree that for purposes of compliance with HIPAA, Contractor’s employees shall be considered part of County’s workforce as that term is defined in HIPAA, but shall otherwise not be considered workforce or employees of County for any other purposes, including by and not limited to tax or employment law.

2.12 REMOVAL OF CONTRACTOR EMPLOYEES FROM COUNTY PROPERTY:

In the event any Contractor employee fails to adhere to the County’s directions or security/safety regulations, demonstrates that they are not qualified to perform the required duties, or for any reason the County deems appropriate, the County shall notify the Contractor who shall replace the employee immediately or as directed by the County at no cost to the County (including, but not limited to, training time, background checks, ID badges, drug testing, etc.).

When a Contractor employee leaves, at any time, the Contractor shall return to the County all keys, ID badges, or other property provided by the County. If such items are not returned to the County within five (5) working days the County shall send an invoice to the Contractor for the exact replacement cost, including the cost of any rekeying. The Contractor shall pay this invoice within fourteen (14) days.

2.13 MINIMUM WAGE, LIVING WAGE AND MANDATORY HEALTH AND WELFARE BENEFITS:

Contractor must comply with all federal, state and local requirements regarding minimum wage, living wage and any mandatory health and welfare benefits.

2.14 SECURITY GUARD SERVICE REQUIREMENTS:

Required Uniformed Security Services:

- 2.14.1 UNARMED SECURITY GUARD REQUIREMENT: Must be in possession of a valid State of Arizona security guard license as an unarmed security guard. A copy of this license shall be available for review by the County at all times.

- 2.14.2 ARMED SECURITY GUARD REQUIREMENTS: Must be in possession of a valid State of Arizona security guard license as an armed security guard. A copy of this license shall be available for review by the County at all times.

- 2.14.3 Contractor shall provide ALL uniforms required, and shall be pre-approved by the County. No athletic shoes are permitted. Uniform shall be in compliance with Arizona Revised Statutes Title 32, Chapter 26, Section 32-2601 et seq. and the SECURITY OFFICERS AGENCY UNIFORM GUIDELINES as published by the Arizona Department of Public Safety Licensing Unit. Uniforms shall be continuously cleaned, pressed and maintained in excellent condition.

- 2.14.4 Contractor employees shall be clean-shaven, with the exception of a neatly trimmed mustache, and neat in appearance, projecting a professional image to County employees and patrons who visit County properties.

- 2.14.5 Complete daily activity reports and monthly reports and provide to the County accordingly.
- 2.14.6 Conduct internal and external patrols, as required. Spot check building for safety hazards, monitor secured areas and be knowledgeable of staff access, as required.
- 2.14.7 Escort visitors and vendors if directed.
- 2.14.8 Contractor employees shall report to Admin Command any non-functioning or broken equipment, as well as any life safety hazards.
- 2.14.9 Contractor employees must be able to effectively work with a diverse population in a professional and courteous manner and have experience with conflict resolution.
- 2.14.10 Assist staff with any related security issues that arise, including any difficult situations relating to staff and customers.
- 2.14.11 All costs associated with uniforms, duty belts and other required equipment shall be at the sole cost of the Contractor.
- 2.14.12 General Security Duties:

The following are a list of Standard Operating Procedures to be performed by Contractor personnel. All Contractor personnel shall become familiar with procedures and authorized persons associated with the location they are assigned to. The County shall provide all screening equipment necessary for these procedures.

- 2.14.12.1 Protect the safety of all persons on site.
- 2.14.12.2 Be polite, courteous, respectful, and responsive to all individuals.
- 2.14.12.3 Prohibit entry into secure areas by anyone other than authorized individuals as directed.
- 2.14.12.4 Prevent fire, theft, vandalism, and trespassers on the property.
- 2.14.12.5 Contractor for guard services will follow County procedures for medical emergencies, bomb threats, riots, fires, disruptive persons, and other emergencies.
- 2.14.12.6 Monitor security consoles (i.e. employee access control and alarm computer, CCTV video monitors, DVR's, etc.) at the Jackson Parking Garage, Forensic Science Center Garage, Durango Parking Garage and the Security Center Building.
- 2.14.12.7 Report to Admin Command any intrusion alarms, fire alarms, panic alarms, and be able to take appropriate action to assist occupants to exit the building and prevent additional persons to enter the building as directed.
- 2.14.12.8 Be familiar with the required means of egress and the County building evacuation plan.
- 2.14.12.9 Be familiar with and implement emergency intrusion alarm procedures including the use of computer programs, closed circuit television monitors, voice intercom systems, alarms and alarm enunciator panels and other equipment required for monitoring and control of building access at the Security Center Building, Jackson Clerk of the Court, Forensic Science Center and Durango Command.

- 2.14.12.10 Be responsible for all building and systems keys and access control cards in their possession and ability to account for the whereabouts of keys at all times. Should keys be lost or stolen, Responsible Manager shall be notified immediately. Contractor is responsible for the cost of replacement of lost, stolen or damaged keys and access cards, including the re-keying of facilities as necessary.
- 2.14.12.11 Screening Duties:
 - 2.14.12.11.1 Screen all individuals seeking access to County property for any type of prohibited weapon.
 - 2.14.12.11.2 Advise non-employees that they cannot bring food or drink in to County facilities.
 - 2.14.12.11.3 Report any unusual incidents or hazardous conditions.
 - 2.14.12.11.4 Report all lost and found items to Admin Command.
- 2.14.12.12 Maintain a daily log for each shift in accordance with all policies for the site (i.e. sign in and sign out requirements for visitors).
- 2.14.12.13 Must have the ability for electronic tracking of hours by employee, facility or other criteria as requested by the County.
- 2.14.12.14 Maintain a log of all security violations and report occurrences to the on-site Contractor Supervisor as quickly as possible considering the nature of the violation. Immediate concerns will be directed to the location Command Center.
- 2.14.12.15 Be familiar with procedures for receiving and forwarding requests for maintenance.
- 2.14.12.16 County will provide radios as the County deems appropriate and Contractor must comply with all County and FCC rules and regulations when using assigned communication devices.
- 2.14.12.17 The use of personal cell phones during working hours is strictly prohibited, except as required to perform assigned duties.
- 2.14.12.18 Personal electronic devices, portable electronic devices or reading materials not related to assigned duties are prohibited.
- 2.14.12.19 Engaging in or conducting any personal business or business outside of the assigned responsibilities is strictly prohibited.
- 2.14.12.20 Socializing is prohibited. No visitors are allowed in the building before or after work hours. Conversations with staff and customers are to remain cordial and brief. Contractor employees may not bring children, other family members or friends to the work site.

2.15 SERVICE LOCATIONS:

The following are a list of locations, along with the number of hours and number of personnel needed at each County facility.

- 2.15.1 Administration Building (Bldg. #3310) - 301 W. Jefferson St. Phoenix, AZ would consist of two (2) officers from 7:00AM - 5:00PM Monday through Friday (100 hrs.)

Total: 100 hours a week

- 2.15.2 Security Center Building (Bldg. #4137) - 222 N. Central Ave. Phoenix, AZ would consist of three (3) officers from 7:00AM - 7:00PM Monday through Friday (120 hrs.), one (1) officer from 7:00PM - 7:00AM Monday through Friday (60 hrs.), and one (1) officer from 7:00 PM on Friday through 7:00AM on Monday (60 hrs.)

Total: 240 hours a week

- 2.15.3 Jackson Clerk of the Court/Parking Garage (Bldg. #3315/3315PK) - 601 W. Jackson St. Phoenix, AZ would consist of three (3) officers from 7:00AM - 7:00PM Monday through Friday (150 hrs.), one (1) officer from 7:00PM - 7:00AM Monday through Friday (60 hrs.) and one (1) officer from 7:00PM on Friday through 7:00AM on Monday (60 hrs.)

Total: 270 hours a week

- 2.15.4 Forensic Science Center (Bldg. #3320) - 701 W. Jefferson St. Phoenix, AZ would consist of two (2) officers from 6:00AM - 7:00PM Monday through Friday (80 hrs.)

Total: 80 hours a week

- 2.15.5 Vital Records (Bldg. #3856) - 3221 N. 16th St. Phoenix, AZ would consist of one (1) officer working from 8:00AM - 5:00PM Monday through Friday (40 hrs.)

Total: 40 hours a week

- 2.15.6 Public Health (Bldg. #3846) - 1645 E. Roosevelt St. Phoenix, AZ would consist of two (2) officers working from 7:00AM - 7:00PM Monday through Friday (80 hrs.)

Total: 80 hours a week

- 2.15.7 Luhrs (Bldg. #4060) - 11 W. Jefferson St. Phoenix, AZ would consist of two (2) officers working from 7:00AM - 7:00PM Monday through Friday (80 hrs.)

Total: 80 hours per week

- 2.15.8 Durango Command/Parking Garage (Bldg. #1513) - 3220 W. Gibson Ln. Phoenix, AZ would consist of six (6) officers working 24/7 coverage for a total of 168 hours per week

The minimum total number of contract services hours that would need to be filled (based on current required staffing numbers) would be:

1058 hours at eight (8) total locations

**BLACKSTONE SECURITY SERVICES, INC., 2400 WEST DUNLAP AVENUE, SUITE 225,
PHOENIX, ARIZONA 85021**

PRICING SHEET: NIGP CODE 99046

Terms: NET 30

Vendor Number: VC0000006538

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2018.**