

PURCHASING DIVISION REPORT

June 5, 2024 Continued

CONTRACT AMENDMENTS:

The Board is requested to approve the following contract amendment:

 RFP 220226 – Specialty Legal Services - Recommended approval of Amendment No. 2 to exercise the optional extension period from July 1, 2024 through June 30, 2025 with the following suppliers:

Ballard Spahr LLP Jorden Law Firm, P.C.

Coppersmith Brockelman PLC Kaplan Kirsch & Rockwell LLP

Dickinson Wright PLLC Kutak Rock LLP

Greenberg Traurig LLP Leonard & Felker, P.L.C.

Gust Rosenfeld PLC Moyes Sellers & Hendricks Ltd.

Helm, Livesay & Worthington Ltd Pierce Coleman PLLC

Hinshaw & Cublertson LLP Sims Mackin Ltd.

Jackson Lewis PC Snell & Wilmer LLP

Jennings, Strouss & Salmon, P.L.C. Squire Patton Boggs LLP

Jones, Skelton & Hochuli Struck Love Bojanowski & Acedo, PLC

There is one (1) optional extension remaining. This contract is used by the County Attorney's Office.

COMPETITION IMPRACTICABLE PROCUREMENT OVER \$100,000:

The Board is requested to approve the following purchase request per Pinal County Procurement Code section PC1-350 governing competition impracticable purchases over \$100,000:

AMOUNT: \$500,000.00 SUPPLIER: Massive Blue Inc.

DESCRIPTION: Software for Anti-Human Trafficking

DEPARTMENT: Sheriff's Office



To: Pinal County Board of Supervisors

From: Brisna Canizalez, Procurement Officer

Date: June 19, 2024

Re: Contract Amendment for RFP #220226 Specialty Legal Services

It is requested the Board approve a term extension with the following suppliers who provide legal services for the County Attorney's Office:

Ballard Spahr LLP Jorden Law Firm, P.C.

Coppersmith Brockelman PLC Kaplan Kirsch & Rockwell LLP

Dickinson Wright PLLC Kutak Rock LLP

Greenberg Traurig LLP Leonard & Felker, P.L.C.

Gust Rosenfeld PLC Moyes Sellers & Hendricks Ltd.

Helm, Livesay and Worthington Ltd Pierce Coleman PLLC

Hinshaw & Culbertson LLP Sims Mackin Ltd.

Jackson Lewis PC Snell & Wilmer LLP

Jennings, Strouss & Salmon, P.L.C. Squire Patton Boggs LLP

Jones, Skelton & Hochuli Struck Love Bojanowski & Acedo, PLC

The County has spent approximately \$483,000.00 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on June 30, 2024. The new term, if approved, will begin on July 1, 2024, and will continue through June 30, 2025. After this extension, one (1) one-year optional extension will remain.

It is also requested the Board authorize the Director of the Office of Budget and Finance to approve and sign resulting purchase orders and related administrative documents. All other terms, conditions and pricing remain unchanged.

Respectfully submitted,

Brisna Canizalez

Brisna Canizalez Procurement Officer (520) 866-6223 Brisna.Canizalez@pinal.gov



The Office of Budget and Finance – Purchasing Division 31 N. Pinal Street, PO Box 1348 Florence, AZ 85132 (520) 866-6250

Contract: #220226 Amendment #2

Procurement Officer: Brisna Canizalez Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Ballard Spahr LLP

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. <u>Contract Term</u>. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended effective July 1, 2024 through June 30, 2025.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X June 19, 2024

Mike Goodman, Chairman

Pinal County Board of Supervisors



The Office of Budget and Finance – Purchasing Division 31 N. Pinal Street, PO Box 1348 Florence, AZ 85132 (520) 866-6250

Contract: #220226 Amendment #2

Procurement Officer: Brisna Canizalez Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Coppersmith Brockelman PLC

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. <u>Contract Term</u>. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended effective July 1, 2024 through June 30, 2025.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X June 19, 2024

Mike Goodman, Chairman



The Office of Budget and Finance – Purchasing Division 31 N. Pinal Street, PO Box 1348 Florence, AZ 85132 (520) 866-6250

Amendment #2
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Contract: #220226

Specialty Legal Services

Contractor Name: Dickinson Wright PLLC

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

- 1. <u>Contract Term</u>. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended effective July 1, 2024 through June 30, 2025.
- 2. <u>Modified Exhibit B Price Sheet of the Contract</u>. Exhibit B Price Sheet is modified and superseded in its entirety by the attached Exhibit B Price Sheet.

Except as otherwise expressly modified or amended herein, all other terms, and conditions contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to bilaterally amend the above referenced contract on this date.

Contractor hereby acknowledges receipt and understanding of the above amendment.	The above reference contract amendment is hereby executed this date by the County.		
BY: _ James T. Braselton	BY: Mike Goodman		
(Name)	(Name)		
Member, Dickinson Wright PLLC	Chairman, Pinal County Board of Supervisors		
(Title) Some	(Title)		
(Signature)	(Signature)		
Dickinson Wright PLLC	DATE: June 19, 2024		
(Contractor Name)			
DATE: May 21, 2024			



Exhibit B Pricing Document - Revised 06/19/2024

No charge shall be made for ordinary and customary services (i.e. mileage within the County, or within 75 miles of Florence, AZ, parking, telephone or fax charges, secretarial, clerical or administrative services, overtime, or for postal, parcel, courier or other delivery services). Such charges are considered overhead and are part of the hourly rates.

No charge shall be made for costs associated with the general expenses of legal research (Westlaw, LexisNexis, PACER or other print or electronic research tools).

Item	Description			Hourly Rate
1	Senior Partner			\$425
2	Partner			\$350
3	Associate			\$250
4	Paralegals			\$175
Item	Description	Est Quantity	Unit Price	Extended
5	Copies. Up to 2,500 copies per month. The lesser of the per page or the rate reimbursed by its "Most Favored Customer Pricing" client shall apply. Greater volumes to negotiated and agreed to in advance.	2500	\$ 0.10	\$ 250.00



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Contract: #220226 Amendment #2

Procurement Officer: Brisna Canizalez Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Greenberg Traurig LLP

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. <u>Contract Term</u>. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended effective July 1, 2024 through June 30, 2025.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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Pinal County Board of Supervisors



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Contract: #220226 Amendment #2

Procurement Officer: Brisna Canizalez Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Gust Rosenfeld PLC

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Mike Goodman, Chairman

Pinal County Board of Supervisors



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Contract: #220226 Amendment #2

Procurement Officer: Brisna Canizalez Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Helm, Livesay & Worthington, Ltd.

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. <u>Contract Term</u>. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended effective July 1, 2024 through June 30, 2025.

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X June 19, 2024
Mike Goodman, Chairman Date



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Contract: #220226 Amendment #2

Procurement Officer: Brisna Canizalez Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Hinshaw & Culbertson LLP

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Contract: #220226 Amendment #2

Procurement Officer: Brisna Canizalez Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Jackson Lewis P.C.

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Contract: #220226 Amendment #2

Procurement Officer: Brisna Canizalez Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Jennings, Strouss & Salmon, P.L.C.

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Contract: #220226 Amendment #2

Procurement Officer: Brisna Canizalez Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Jones, Skelton & Hochuli

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Contract: #220226 Amendment #2

Procurement Officer: Brisna Canizalez Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Jorden Law Firm, P.C.

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Contract: #220226 Amendment #2

Procurement Officer: Brisna Canizalez Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Kaplan Kirsch & Rockwell LLP

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Contract: #220226 Amendment #2

Procurement Officer: Brisna Canizalez Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Kutak Rock LLP

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Contract: #220226 Amendment #2

Procurement Officer: Brisna Canizalez Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Leonard & Felker, PLC

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Contract: #220226 Amendment #2

Procurement Officer: Brisna Canizalez Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Moyes Sellers & Hendricks

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Contract: #220226 Amendment #2

Procurement Officer: Brisna Canizalez Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Pierce Coleman PLLC

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Contract: #220226 Amendment #2

Procurement Officer: Brisna Canizalez Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Sims Mackin Ltd

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Mike Goodman, Chairman Date



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Contract: #220226 Amendment #2

Procurement Officer: Brisna Canizalez Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Snell & Wilmer LLP

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Mike Goodman, Chairman Date



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Contract: #220226 Amendment #2

Procurement Officer: Brisna Canizalez Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Squire Patton Boggs LLP

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Mike Goodman, Chairman Date



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Contract: #220226 Amendment #2

Procurement Officer: Brisna Canizalez Brisna.Canizalez@pinal.gov

Specialty Legal Services

Contractor Name: Struck Love Bojanowski & Acedo, PLC

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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X June 19, 2024
Mike Goodman, Chairman Date

Competition Impracticable Justification Form

(In accordance with Pinal County Procurement Code PC1 - 349-351)



Requestor and Vendor Information				
Requestor Name DEANNE PEOBLE	Request Date 05/20/2024			
Requestor Email DEANNE.PEOBLE@PINAL.GOV	Requestor Extension OR Phone #* 5238			
Department Name SHERIFF	Requisition # 170233			
Suggested Vendor* MASSIVE BLUE, INC.				
Estimated Yearly Amount * \$500,000.00				
Item/Service to be Purchased:* Software for anti-human trafficking				
REQUESTOR: Reason for Requesting Competition Impracticabl	e (Check All Applicable):			
☐ Item or service has been determined as a County-wide standard:				
☐ Must match existing item or service to ensure uniformity where costs to manage variations would be prohibitive:				
Use of "certified" or specifically approved vendors of service equipment is required to maintain warranty of equipment:				
Specifications of a particular item or service is such that there is not a comparable product on the market that could provide similar results or quality. Other manufacturers of this type of product or service do not meet our minimum requirements. For example, manufacturer & reason:				
Explain:* This program provides the following that no other vendor can provide: 1) RADAR Recon Program – 24/7 monitoring of numerous web and social media platforms to provide reports of conversations, associated contact info and social profiles, prioritized leads, suspicious activity, sentiment analysis and keyword detection, 2) RADAR Virtual Task Force: development, deployment, monitoring, and reporting on a virtual task force of up to 50 AI personas across 3 investigative categories, 3) Community Connector: deployment of AOI ALLY via a custom website for text, video, image and audio submissions through a conversational interface, supplementing existing phone based tip lines.				
Other (includes course-specific material):				
Supporting Documents Attachment (0)				
FIN Purchasing Supporting Documents (Document Name - Max. 75 Characters)				

Administration Approval Section **Department Director Approval** Dept Director Approval Name **MATTHEWT Dept Director Response** Approved **Dept Director Approval Date** 05/21/2024 **Dept Director Approval Comments** APPROVED AS SUBMITTED **Dept Director Denied Comments** Procurement Officer - Review & Recommendation **Procurement Officer Approval Name RILEYB Procurement Officer Response** Approved **Procurement Officer Approval Date** 05/22/2024 **Procurement Officer Review** COMPETITION IMPRACTICABLE JUSTIFICATION IS ADEQUATE AND PURCHASE TO BE AUTHORIZED WITHOUT COMPETITIVE BIDDING. **Procurement Officer Approval Comments** THIS IS A SOFTWARE THAT IS COMPATIBLE WITH OTHER JURISDICTIONS ALLOWING THE SEPARATE ENTITIES TO SHARE INFORMATION. **Procurement Officer Denied Comments Procurement Manager Approval** Procurement Mgr Approval Name **ANGELINE WOODS Procurement Mgr Response** Approved **Procurement Mgr Approval Date** 05/22/2024 **Procurement Mgr Approval Comments**

Procurement Mgr Denied Comments

Finance Director – Under \$100K
Finance Director Approval Name
Finance Director Response
Finance Director Approval Date
Finance Director Approval Comments
Finance Director Denied Comments
Procurement FINAL
Procurement FINAL Approval Name
Procurement FINAL Approval Date
Contract # - if applicable
Vendor #
Vendor Name
Execution Date
Retention Date
enied Information Section
rocurement Officer Denied Queue Comments
luna 10, 2024
June 19, 2024

Date

Mike Goodman, Chairman



Overwatch Licence Fee Invoice

Date: April 26th, 2024

Invoice Number: 018

Bill To:

Pinal County Sheriff's Office

971 N. Jason Lopez Circle,

Florence, AZ 85132

Attn: Lt. Leos L23,

Description of Services:	Annual Subscription to Overwatch Platform RADAR Recon Program RADAR Virtual Task Force Community Connector VIPS (Virtual Investigator Protection Service)
License Period:	May 1st, 2024 to April 30th, 2025
Total Annual Prepaid License Fee:	• \$360,000.00
Payment Terms:	Payment due upon receipt
Remit to:	Massive Blue, Inc

3172 N Rainbow Blvd PMB 11525 Las Vegas, NV 89108

Wire Details:

Massive Blue Inc.

Bank of America

Account Number: 483100965264

Routing Number: 021000322

EIN: 93-1503145

If you have any questions regarding this invoice, please contact:

Mike McGraw

mike@massiveblue.ai

917-657-0040

Thank you for your business!