



Pima County Notice of Solicitation for Proposals

Solicitation Number: SFP-CWD-PVHS-2022-03

Solicitation Title: Pima Vocational High School (PVHS) Substitute Teacher

Solicitation Release Date: Friday, May 20, 2022 at 8:00 A.M. LOCAL TUCSON, AZ TIME

Solicitation Closing/Due Date: Monday, June 20, 2022 at or before 11:59 P.M. LOCAL, TUCSON, AZ TIME

Submit Proposal Online via email or in person to the attention of Irene Moreno:

Irene.Moreno@pima.gov

175 W. Irvington Rd.

Tucson, AZ 85714

SOLICITATION: Pima Vocational High School within Pima County ("County") is soliciting proposals from Offerors qualified, responsible and willing to provide the following Goods and/or Services, fee for services in compliance with all solicitation specifications and requirements contained or referenced herein. The period to be funded is July 1, 2022 to June 30, 2023 and may be extended for four additional years, if funds are available; the awarded program has performed to acceptable standards; and upon the approval of the Board of Supervisors.

GENERAL DESCRIPTION: Pima Vocational High School (PVHS) within Pima County ("County") is requesting a qualified vendor to provide substitute-teaching services on an as-needed basis in the academic areas of Mathematics, English, Social Studies, and Elective in an applied academic setting. Our comprehensive programs are provided within a small school learning community utilizing best practices for reconnecting out-of-school youth.

Respondents may download a full copy of this solicitation at the [Pima County CWD](#) website by selecting the solicitation number. Proposer(s) are required to check this website for amendment(s) prior to the closing date and time of the solicitation to assure that the proposal incorporates all amendment(s).

Respondents must contact Irene.Moreno@pima.gov to receive communications related to this solicitation.

Proposer(s) must submit proposals online or in person indicated above and as defined in the Instructions to Proposer(s), in accordance with all solicitation documents, including the contract, either referenced or included herein. Failure to do so may be cause for County to reject a proposal as *non-responsive*.

Proposer(s) must complete the forms identified in Instructions to Proposer(s), Section 2, Proposal Documents; and submit those documents in accordance with Section 3. Proposal Submission Requirements.

Proposer(s) may not withdraw proposals for thirty (30) days after opening except as allowed by Pima County Procurement Code.

OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY ARE WILLING AND ABLE TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR PROPOSAL.

County will not accept verbal requests for clarifications or interpretations. Proposer(s) must submit any questions or deviation requests in writing to CWD, Irene.Moreno@pima.gov

All submittals must reference the Solicitation Number and Title. County may not answer any Questions that Offerors submit within 8 days of the solicitation Due Date/Time.

Proposal Timeline

Friday, May 20, 2022 Solicitation Release Date
8:00 A.M.

Monday, June 20, 2022 Proposals submitted online via email at Irene.Moreno@pima.gov or in person at 175 W.
at or before 11:59 P.M. Irvington Rd., Tucson, AZ. 85714

Friday, June 24, 2022 Selection Date

Monday, June 27, 2022- Protest Period
Friday, July 1, 2022

INSTRUCTIONS TO PROPOSERS

1. PREPARATION OF RESPONSES:

Proposals must be submitted in accordance with the solicitation instructions. The application will be reviewed and approved if all requirements are met. The application deadline is **Monday, June 20, 2022** at or before 11:59 P.M. LOCAL, TUCSON, AZ TIME.

2. PROPOSAL DOCUMENTS:

Proposer(s) must complete and submit their proposals utilizing the forms provided by this solicitation without modification. Proposer(s) must provide requested information, supporting documents and data in the precise manner that County requests. Failure to comply may cause County to improperly evaluate the proposal or to reject the Proposer(s) proposal as **Non-Responsive and/or Non-Responsible**. This solicitation contains a sample Professional Services Contract that the selected Proposer(s) will enter into with County. By submission of an Offer, Proposals will be certifying to County that the contract is acceptable as written, unless exceptions are taken and specific alternate language proposed. County may consider proposed changes and negotiate terms or conditions if deemed in the interest of County. However, County reserves the right to reject any Offer that takes exceptions or proposes alternate language unacceptable to County.

NOTE: Insurance certificate documents will be required from the winning Proposer(s) within two (2) business days after the *Notice of Recommendation for Award* is posted on the [Pima County CWD](#) website.

2.1. Attachment 1: Proposal Certification Form (1 page), complete and provide the requested information which may include, but not be limited to, legal name of the contractor (as registered with the Arizona Corporation Commission and Pima County Vendor Record), vendor contact information, acknowledgement of solicitation Amendments and signature by an authorized representative.

2.2. Attachment 2: Minimum Qualifications Verification Form (2 pages): Proposer must certify that they possess the qualifications specified in this form and provide the information and/or supporting documentation stipulated by these Minimum Qualifications to substantiate meeting the qualifications and for the County to determine responsibility.

2.3. Proposer must be registered on the System for Award Management (“SAM”) official U.S. government website at [sam.gov](#), in order to do business with the U.S. government. Winning Proposer must provide registration or active status verification within two (2) weeks after the Notice of Recommendation for Award is posted on the [Pima County CWD](#) website.

3. PROPOSAL SUBMISSION REQUIREMENTS:

3.1. Submission: Proposers will be required to submit proposals in a sealed envelope addressed to Irene Moreno, Pima Vocational High School, on or before the Proposal Deadline. The envelope should be clearly marked on the outside with the solicitation number, title, due date, time and Proposer’s organization or first and last name. Please submit original, size 12 font, Times New Roman, three-hole punched and no staples.

Proposal Delivery Location:

**Pima Vocational High School
Attention: Irene Moreno
175 W. Irvington Rd.
Tucson, AZ 85714
Call (520) 724-9745 for building access**

3.2. Signature: An authorized agent of the Proposer must sign proposal documents and submit with the Proposer(s) firm name, Solicitation number, title, due date and time and **no later than the Due Date and Time specified in the Request for Proposal document.**

- 3.3. Timely Receipt by the County:** County will only accept the in-person submittals of proposals completed and the Proposer(s) will receive a confirmation email upon submission. County will not accept any late, faxed nor emailed submissions, modifications, or revisions.
- 3.4. Contractor Record Maintenance:** By submitting a response to this solicitation, the Proposer agrees to establish and maintain a complete Pima County Contractor record, including the provision of a properly completed and executed Form W-9 *Request for Taxpayer Identification Number and Certification*, prior to the Solicitation Due Date.

The Contractor also agrees to update the information within ten (10) calendar days of any changes made and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Vendor Self Service (“VSS”) portal at <https://vendors.pima.gov/webapp/VSSPROD1/AltSelfService>.

The registration requires that the Contractor establishes and maintains email functionality. In addition to providing the means for a Contractor to create and maintain their own record, the portals also provide for email notice to the Contractor regarding solicitations published by County for commodities of interest as defined by the Contractor record.

- 3.5. Unfair Competition and other Laws:** Proposals must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.
- 3.6. General Specifications:** Items and Questionnaire responses included in proposal must meet the specifications and requirements set forth by the solicitation. The specifications included in this solicitation intend to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and to allow Proposer to provide the information needed for the development of consistent and comprehensive proposals.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the Proposer's sole risk.

- 3.7. Waiver:** Each Proposer, by submission of a proposal or bid waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.
- 3.8. Fraud and Collusion:** Each Proposer, by submission of a proposal, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Proposer in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Proposer over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Proposer will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Proposer has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.
- 3.9. Documents Marked Confidential: Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to this solicitation, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Proposer reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Proposer must prominently mark those records “CONFIDENTIAL.” In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Proposer of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Proposer has, within that period, secured an appropriate order from a court of competent jurisdiction enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Any information marked as CONFIDENTIAL must be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and will not include any information considered confidential.

The Proposer agrees to waive confidentiality of any price terms in the event of an awarded contract.

4. INQUIRIES AND DEVIATION REQUESTS:

4.1. Inquiries: No oral interpretations or clarifications made to any Proposer as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective Proposer believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the Proposer will notify the Pima County Procurement department either prior to or during the Pre-Proposal Conference, but prior to the Solicitation Due Date. Notice must be provided in writing that includes the Solicitation Number, page and paragraph number, and a clear statement of the issue and suggested solution. County will respond with written amendment sent to all known potential Proposers. County may not answer questions or address deviation requests that are not submitted within eight (8) days prior to the Solicitation Due Date and Time.

4.2. Deviation Requests: Requests for changes submitted with proposal must specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Acceptance or rejection of deviation request is at the sole discretion of County in accordance with 2 CFR Part 200 and the Pima County Procurement Code.

County may consider conditional proposals that do not conform to or that request exceptions to the published solicitation and amendments as non-responsive and County may not evaluate them.

5. EVALUATION & AWARD CRITERIA:

5.1. Evaluation: County will evaluate proposals to determine which are most advantageous to County considering conformity to the specifications, evaluation criteria stated in the solicitation, minimum qualifications, and other factors. Proposer must certify that they possess the qualifications specified in **Attachment 2: Minimum Qualifications Verification Form (2 pages)** and provide the information and/or supporting documentation stipulated by these Minimum Qualifications to substantiate meeting the qualification's and for the County to determine *responsibility*.

Pima County will evaluate proposals that are ***Responsive and Responsible*** as defined by the Minimum Qualifications. County will evaluate proposals according to the evaluation criteria set forth below. Proposer should respond in the form of a thorough narrative to each specification as guided by the solicitation. Fill out **Attachment 3: RFP Application**. The evaluation panel will evaluate the narratives along with required supporting materials and award points accordingly.

- 5.2. Evaluation Criteria:** The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria, unless otherwise indicated:

<u>Criteria</u>	<u>Criteria Detail</u>	<u>Criteria Maximum Points</u>
A. Scope of Work	Provide a short narrative (no more than three (3) pages), which details timeliness of services offered and basic qualifications of all personnel.	30
B. Cost	State the cost for one hour of delivered service, see sample budget in Exhibit B. The annual contract funding will not exceed \$20,000, and this contract may be extended up to four (4) additional years.	20
C. Staff Credentials	Summarize the credentials of substitutes. Describe ongoing training and support. Attach a sample of credentials, certifications, and resumes of substitutes.	20
D. Past performance and Experience	Summarize the past performance and experience of substitutes.	30
Total Points		100

5.3. Cost Points Calculation: (Preferred Method)

County Procurement Department will calculate points for the cost based on the Total Price Proposed (TPP) using the following formula: Lowest Total Price Proposed Amount (LTPP) will receive the maximum quantity of points. Other proposals will receive points using the following formula: $(LTPP / Other TPP) \times \text{Maximum Points} = \text{Score}$

If the cost evaluation is based on SAVINGS, replace above with: County Procurement Department will calculate points for the cost criteria based on the Total Savings Proposed (TSP) using the following formula: Highest TSP will receive the maximum quantity of points. Other proposals will receive points using the following formula: $(Other TSP / Highest TSP) \times \text{Maximum Points} = \text{Score}$

- 5.4. Evaluation Discussions/Clarifications of Proposals:** The County may conduct discussions with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements and to clarify the Proposal and Agreement details provided that they do not substantially change the intent of the solicitation.

County reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing.

- 5.5. Best and Final Offer:** In the event that County holds discussions and requests clarifications, County will issue a written request for best and final proposals. The request will set forth the date, time, and place for the submission of best and final proposals. If Proposers fail to respond to the request for best and final proposal or fail to submit a notice of withdrawal, County will consider their immediate previous proposal as their best and final proposal.

- 5.6. Award Criteria:** If County makes an award, County will enter into the **attached Professional Services Contract with one or more Contractor(s) (8 pages)** that submitted the highest scoring proposal(s) which County determines to be responsible and responsive for providing the required goods or services. County will enter into agreements by executing and transmitting a Contract ("CT") document and executed Professional Services contract that incorporates the Proposal by reference.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code

Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pretax pricing proposed by Contractor.

5.7. Recommendation for Award: If County makes an award it will be to the responsible and responsive Proposer(s) whose proposals County determines to be the most advantageous taking into consideration the evaluation criteria, discussions, and Best and Final Offers in this Solicitation.

6. AWARD AUTHORITY:

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code.

7. AWARD NOTICE:

County will post a *Notice of Recommendation for Award* (NORFA) for this solicitation on the [Pima County CWD](#) website available for review by interested parties. Community & Workforce Development will maintain a tabulation of the bids or ranking of proposals. County will not provide results of this procurement in response to telephone inquiries.

8. COMPLIANCE WITH AGREEMENT:

County will execute a Professional Services Contract with successful Awardee(s).

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

9. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through [http://library.amlegal.com/nxt/gateway.dll/Arizona/pimacounty_az/title11pimacountyprocurementcode/chapter1120protests?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:pimacounty_az\\$anc=JD_Chapter11.20](http://library.amlegal.com/nxt/gateway.dll/Arizona/pimacounty_az/title11pimacountyprocurementcode/chapter1120protests?f=templates$fn=default.htm$3.0$vid=amlegal:pimacounty_az$anc=JD_Chapter11.20). The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of Offerors and Proposers to check the website.

10. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms, and conditions defined by the County MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of County Contracts*.

END OF INSTRUCTIONS TO PROPOSER

ATTACHMENT 1: PROPOSAL CERTIFICATION FORM (1 PAGE)

BUSINESS LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: _____

PHONE: _____ **FAX:** _____

CONTACT PERSON EMAIL ADDRESS: _____

EMAIL ADDRESS FOR ORDERS & CONTRACTS: _____

CORPORATE HEADQUARTERS ADDRESS: _____

WEBSITE: _____

INSURANCE CERTIFICATE documents will be required from the winning Proposer(s) within two (2) business days after the Notice of Recommendation for Award is posted on the Procurement website.

By signing and submitting proposal documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation.

Conditional offers that modify the solicitation requirements may be deemed non-responsive and County may not evaluate them. Contractor’s signature below constitutes a firm offer and upon the execution of the Professional Services Contract issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes *Instructions to Proposers*, the sample Professional Services Contract, and related attachments or exhibits.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: _____

ATTACHMENT 2: MINIMUM QUALIFICATIONS VERIFICATION FORM (2 Pages)**OFFEROR'S NAME:** _____

In order for County to evaluate and consider proposals for award, they must be **Responsive and Responsible**. **"Responsive"** means that the submitted proposal documents conform in all material respects to the requirements in the solicitation. **"Responsible"** means that Offerors document and substantiate their capability to fully perform all requirements of the solicitation. Factors include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and any other matter necessary to provide the performance that the solicitation requires.

Offeror must certify that they possess the minimum qualifications contained herein. Offeror must provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate responsibility may be cause for County to reject the Offeror's proposal as **Non-Responsive and/or Non-Responsible**.

Offeror certifies that they possess the following minimum qualifications and will provide the requested documents that substantiate their satisfaction of the Minimum Qualifications.

Provide documented and verifiable evidence that your firm satisfies the following Minimum Qualifications, and indicate what/if attachments are submitted.

ITEM NO.	MINIMUM QUALIFICATIONS	COMPLIANCE YES/NO (SELECT ONE)	DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT
1	Applicant Articles of Incorporation, if applicable	Yes / No	
2	License, certification, accreditation, etc.	Yes / No	
3	If Corporation, proof of up to date Corporate Commission records	Yes / No	
4	Auditor's letter from most recent audit opinion, if applicable	Yes / No	
5	Agency Mission Statement	Yes / No	
6	List of Board of Directors, if applicable, listing gender, race/ethnicity, and additional characteristics relevant to the proposed target population	Yes / No	

7	Area (s) of Pima County where services will be offered	Yes / No	
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SIGNATURE: _____ **DATE:** _____

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

RFP APPLICATION		
Legal name of the entity (or individual) submitting this application:		
Address:		
City:	State:	Zip Code:
Mailing Address if different from above:		
Telephone number:	Fax number:	
Name of contact person (for this application):		
E-mail address (for contact person):		
Legal Status of entity (individual, incorporated?)	Last Audit (date)	
Has this entity ever claimed bankruptcy?	When?	
Are you registered with Pima County as a vendor?	As MWBE?	(see below)
Optional Information: Pima County has a Minority Women Business Enterprise (MWBE) Program. Please provide information as appropriate.		
Are you a Women-Owned business?		
Minority-Owned Business?		
To the best of my knowledge and belief, all of the information in this application is true and correct. The document has been authorized by the governing body of the applicant and the applicant will comply with the attached assurances if funding is awarded.		
Typed name of President, Chief Executive Officer or Individual Applicant		
Authorized Signature of President or Chief Executive Officer		Date signed:

Pima County Department of Community & Workforce Development

Project:

Contractor:

Amount: \$

Contract No.:

Funding: Pima County General Funds

PROFESSIONAL SERVICES CONTRACT

1. Parties and Background.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona (“County”), and [Legal Name as documented by the ACC or individual’s name for sole proprietorship] (“Contractor”).
- 1.2. Authority. County selected Contractor pursuant to and consistent with Procurement Code D29.6.
- 1.3. Solicitation. County previously issued Solicitation No. SFP-CWD-PVHS-2022-03 for certain services (the “Solicitation”). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.
- 1.4. Contractor’s Response. Contractor submitted the most advantageous response to the Solicitation.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on July 1, 2022 and will terminate on June 30, 2023 (“Initial Term”). “Term,” when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to four additional periods of up to one year each (each an “Extension Option”). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with the services described in **Exhibit A** (2 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no

dates or times, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.

4. **Key Personnel.** Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following individuals:

[List staff]

5. **Compensation and Payment.**

- 5.1. Rates; Adjustment. County will pay Contractor at the rates in **Exhibit B** (2 pages). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
- 5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$_____ [per year] (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 5.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is included in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period in Section 22 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements")

until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.1. Insurance Coverages and Limits: Contractor will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.

6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

6.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

6.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

6.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

6.2. Additional Coverage Requirements:

6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

6.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

- 6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - 6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
 - 6.2.5. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).
 - 6.2.6. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 6.3. Notice of Cancellation: Contractor must notify County, within two business days of Contractor's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.
- 6.4. Verification of Coverage:
- 6.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
 - 6.4.2. County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
 - 6.4.3. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.
 - 6.4.4. All insurance certificates must be sent directly to the appropriate County Department.

6.5. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. **Laws and Regulations.**

- 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
10. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is

responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will 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.
13. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
17. **Termination by County.**
 - 17.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
 - 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
 - 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no

further obligation to Contractor, other than to pay for services rendered prior to termination.

- 18. Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Contractor:

[Department Director Name/Address]

[Name, legal address, fax/phone of Contractor Officer submitting bid]

- 19. Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

- 20. Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

- 21. Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

- 22. Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

- 23. Public Records.**

23.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

23.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order,

nor will County be in any way financially responsible for any costs associated with securing such an order.

24. Legal Arizona Workers Act Compliance.

24.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

24.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.

24.3. Remedies for Breach of Warranty. Any breach of Contractor’s or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

24.4. Subcontractors. Contractor will advise each subcontractor of County’s rights, and the subcontractor’s obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

“Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to

Subcontractor’s employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor’s books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

25. Grant Compliance. Not Applicable.

26. Israel Boycott Certification. Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

- 27. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
- 28. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.
- 29. **Effective Date.** This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

CONTRACTOR

Authorized Officer Signature

Printed Name and Title

Date

APPROVED AS TO CONTENT

Daniel Sullivan, Director
Community & Workforce Development

Exhibit A (2 pages)
Scope of Services

1. **Program Overview.** Pima Vocational High School (PVHS) is a public charter school that welcomes youth ages 16 to 21 who want to meet Arizona State requirements for a high school diploma and obtain a sustainable job through career oriented work experience in an applied academic setting. Our comprehensive programs are provided within a small school learning community utilizing best practices for reconnecting out-of-school youth.
 - 1.1. **COVID-19 Restrictions:**
 - 1.1.1. All in person and group program services must be provided in compliance with Centers for Disease Control and Prevention (“CDC”), State and County guidelines for operating, during the COVID-19 pandemic.
 - 1.1.2. If Contractor’s performance of the services, as set forth in this Agreement, must be modified or curtailed to comply with public health restrictions, Related to COVID-19, Contractor must immediately report the situation to County. County and Contractor will confer, at least monthly, to determine appropriate performance requirements and activities, until services can be resumed in full.
2. Each substitute teacher assigned to PVHS shall meet the following minimum qualifications:
 - 2.1. Possess a Bachelor’s Degree, or higher;
 - 2.2. Possess a Fingerprint Clearance Card, issued in the state of Arizona;
 - 2.3. Have undergone routine drug testing, pursuant to CONTRACTOR’s policy and applicable law;
 - 2.4. Be familiar with Family Educational Rights and Privacy Act (FERPA); and
 - 2.5. Possess the work ethic, skills and education presented to CONTRACTOR, prior to hire.
3. When assigned to teach at PVHS, each substitute shall:
 - 3.1. Report to the requesting campus’ office, at least thirty minutes prior to the requested start time;
 - 3.2. Adhere to daily class schedule;
 - 3.3. Maintain accurate student attendance records;
 - 3.4. Follow class outline and lesson plans, when provided;
 - 3.5. At the end of the school day or requested time of service, return attendance forms, students’ work, and summary of class progress.

- 3.6. Each substitute teacher shall conduct himself/herself in accordance with the following:
- a. Always be present in the classroom for supervision;
 - b. Dress in business attire;
 - c. Calmly address student off-task behavior and redirect activities; and
 - d. Leave teacher classroom neat and tidy.

End of Exhibit A

**Exhibit B (2 pages)
Rates**

A. Cost: (0 to 20 points) Budget Narrative

Budget Line Item	Amount allocated for 7/1/22 through 6/30/2023
Personnel: Salary and Fringe (No overtime)	\$
Travel Mileage	\$
Equipment	\$
Supplies	\$
Space	\$
Communications	\$
Contractual	\$
Other Operating	\$
Subtotal	\$
TOTAL	\$

1. **Personnel:** Show salary and fringe benefits to be paid for one sample full-time equivalent staff who will delivery services. Include programmatic supervision and/or staff support costs, if any, by detailing the cost and FTE portion of supervision and staff support. For fringe benefits indicate the rate and amount of fringe benefits. Explain what expenses make up employee benefit costs.
2. **Travel-mileage:** Indicate the amount requested for staff travel. Pima County will not reimburse mileage costs in excess of the County-approved rate (\$0.445/mile revised 02/28/2018) as defined in [Pima County Administrative Procedure 22-1](#).
3. **Equipment:** Indicate the cost of non-expendable personal property that has a useful life of more than one year with a per unit cost of \$1,000 or more. Include a detailed description of equipment to be purchased with price information. Explain the purpose of the equipment as it relates to the proposed program.
4. **Supplies:** Include the cost of consumable supplies and materials to be used during the program period. Describe types of supply items to be purchased and justify the need for the items. All purchases should be made through competitive bid, state or local award or established purchasing procedures.
5. **Space:** Break down the rates and percentages for this project for rent, utilities, security, janitorial.
6. **Communications:** Budgeted costs of phone use by the staff person.
7. **Contractual:** If professional consultant's/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the project. This category includes evaluation services and should include who will be performing the evaluation, the type of work to be performed and how the rates are determined.

8. **Operating Costs:** Operating costs may include direct charges for: financial, accounting, auditing, contracting or general legal services; internal evaluation, including overall organization's management improvement costs; and general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. If you use an indirect costs state here and provide the letter.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

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