



## Pima County Notice of Solicitation for Proposal

<b>Solicitation Number:</b>	SFP-CA-OSO-2021-01
<b>Solicitation Title:</b>	One-Stop Operator Services
<b>Solicitation Release Date:</b>	Wednesday, April 28, 2021, 10 a.m., Local Tucson, Arizona/Mountain Standard Time ("MST")
<b>Virtual Technical Assistance Session:</b>	<p>Wednesday, May 12, 2021, 10 a.m., MST          Microsoft Teams Virtual Meeting  <b>Join on computer or mobile app</b> - <a href="#">Click here to join the meeting</a>  <b>Or call in</b> (audio only) - <a href="#">+1 213-279-1657,,985064847#</a>  <b>Phone Conference ID:</b> <a href="#">985 064 847#</a></p>
<b>Solicitation Closing/Due Date:</b>	Wednesday, May 26, 2021, 10 a.m., MST
<b>Opening of Proposal Packages:</b>	<p>Wednesday, May 26, 2021, 10:15 a.m., MST          Microsoft Teams Virtual Meeting  <b>Join on computer or mobile app</b> - <a href="#">Click here to join the meeting</a>  <b>Or call in</b> (audio only) - <a href="#">+1 213-279-1657,,547740022#</a>  <b>Phone Conference ID:</b> <a href="#">547 740 022#</a></p>

**PROPOSAL SUBMISSION:** An authorized agent of the Proposer must sign proposal. Proposal must be submitted in a sealed envelope/package and no later than the Closing/Due Date and Time. The envelope/package must be labeled with the Proposer's organization name, and the Solicitation Number, Title, and Closing/Due Date and Time and be submitted to:

Anna M. Cunes, Pima County WIB  
 Pima County Economic Development Department  
 c/o Kino Service Center, 3<sup>rd</sup> Floor  
 2797 E. Ajo Way  
 Tucson, Az 85713

**SOLICITATION:** Pima County ("County") is soliciting proposals from qualified applicants, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

**GENERAL DESCRIPTION:** County is seeking a professional service provider to serve as the Pima County One-Stop Operator ("OSO") for the ARIZONA@WORK Pima County One-Stop Workforce Development and Delivery System ("One-Stop System"). The Workforce Innovation and Opportunity Act ("WIOA") requires a OSO to serve as a liaison between the One-Stop System required partners and the Local Workforce Development Board ("LWDB") known as the Pima County Workforce Investment Board ("WIB"). The OSO provides One-Stop System coordination, continuous One-Stop System improvement, coordinates cross-training for the required partners, identifies service gaps, and creates capacity building processes.

The estimated amount of award is \$24,000 per fiscal year.

Proposer may access the *Solicitation for Proposal* at the Pima County WIB's web page at <https://webcms.pima.gov/cms/One.aspx?portalId=169&pageId=18397> and <https://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=22593>. Proposer is required to check this web page for amendment(s) prior to the Solicitation Closing/Due Date and Time, to assure awareness of any proposal amendment(s).

County will provide a virtual **Technical Assistance Session** for the purpose of clarifying requirements and answering prospective Proposer's questions. Attendees must access the virtual Microsoft Teams Meeting using the link provided

above. It is the responsibility of prospective Proposer to familiarize themselves with all requirements of the solicitation and to address any issues during the Technical Assistance Session. Attendance is optional but encouraged.

**OPENING OF PROPOSALS:** County will publicly open proposals virtually and immediately after the Due Date and Time, during the virtual **Opening of Proposal Packages** or as subsequently changed by a solicitation amendment. The County will read aloud each Proposer's organization name. County will open proposals to avoid nondisclosure of any proposal contents to competing Proposers during the evaluation process.

Proposers must submit proposals as defined in the *Instructions to Proposers*, in accordance with all solicitation documents, including the SAMPLE contract, either referenced or included herein. Failure to do so may be cause for County to reject a proposal as *non-responsive*.

Proposers must complete those forms identified in *Instructions to Proposers*, Section 2, Proposal Documents; and submit those documents in accordance with Section 3. Proposal Submission Requirements.

Proposers may not withdraw proposals for sixty (60) days after opening except as allowed by Pima County.

The following licenses are required:

Must provide to County, State, and U.S. Department of Labor ("DOL"), a free license to any patentable or copyrightable technology, developed as a result of program activities.

The Arizona Revised Statutes require members of many professions to have an active fingerprint clearance card prior to or as a condition of licensure, certification, or employment. All One-Stop System staff must possess active level I fingerprint clearance cards issued by the Arizona Department of Public Safety.

Bonds are not required.

Proposers 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 must submit any questions or deviation requests in writing via email to [anna.cunes@pima.gov](mailto:anna.cunes@pima.gov). All inquiries must reference the Solicitation Number and Title and must be received on or before Monday, May 18, 2021, at 10 a.m.

**INSTRUCTIONS TO PROPOSERS**

**1. PREPARATION OF RESPONSES:**

Proposer must create proposal using the forms provided in this solicitation.

**2. PROPOSAL DOCUMENTS:**

Proposer must complete and submit proposal with the forms provided in this solicitation without modification other than adding pages as needed. Proposer 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 proposal as ***Non-Responsive and/or Non-Responsible***.

**NOTE:** Insurance certificate documents will be required from the winning Proposer within two (2) business days after the Notice of Recommendation for Award (“NORFA”) is posted on the Pima County WIB website. The following forms are required for proposal submission:

- 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 subrecipient, as registered with the Arizona Corporation Commission and Pima County Vendor Record, vendor contact information, acknowledgement of solicitation Amendments, Small Business Enterprise (“SBE”), and signature by an authorized representative.
- 2.2. Attachment 2: Minimum Qualifications Verification Form** (1 page). 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. Attachment 3: Questionnaire Form** (2 pages). Proposer must fully complete, and include all requested supporting documentation.
- 2.4. Attachment 4: Required 2 CFR 200 Items** (3). Proposer must submit items described on Page 7, Item 8. **COMPLIANCE WITH AGREEMENT:** Data Universal Numbering System (“DUNS”) Number; System for Award Management (“SAM”) active status verification or Registration Date; and Catalog of Federal Domestic Assistance (“CFDA”) Program Number.

**3. PROPOSAL SUBMISSION REQUIREMENTS:**

- 3.1. Submission:** Proposer must submit proposal that includes the required forms and supporting documents. The proposal must include all information requested in the solicitation, and include forms without modifications, other than added pages, provided in the solicitation. Proposer should organize proposal, forms, and supporting documents in the same order as indicated in section 2. Proposal Documents.
- 3.2. Signature:** An authorized agent of the Proposer must sign and submit proposal no later than the Due Date and Time specified.
- 3.3. Timely Receipt by the County:** County must receive proposals at the address provided and on or before the Due Date and Time. Each proposal will be “time stamped” with the receive date and time. The Opening of Proposals Date and Time is stated in the *Solicitation for Proposal*. The “time stamped” receive date and time will be the official time used to determine the timeliness of the submittal. County will not accept, and will return any unopened proposals or modifications, that County receives after the Due Date and Time, or Opening of Proposals Date and Time. County will open and record timely submittals promptly after the Due Date and Opening of Proposals Date and Time.
- 3.4. Subrecipient Record Maintenance:** By submitting a proposal for this solicitation, the Proposer agrees to establish and maintain a complete Pima County Subrecipient 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 Subrecipient 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 Subrecipient establishes and maintains email functionality. In addition to providing the means for a Subrecipient to create and maintain their own record, the portals also provide for email

notice to the Subrecipient regarding solicitations published by County for commodities of interest as defined by the Subrecipient 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 Proposer's 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 Subrecipient; 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 [anna.cunes@pima.gov](mailto:anna.cunes@pima.gov) either prior to or during the Technical Assistance Session, and prior to the Solicitation Due Date. Notice must be provided in writing via email and include 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) calendar 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 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** (1 page) 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. The evaluation panel will use the evaluation criteria when scoring the Proposer's answers to the questions contained in **Attachment 3: Questionnaire Form** (2 pages). Proposer should respond in the form of a thorough narrative to each specification as guided by the Questionnaire. 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:

Criteria	Criteria Detail	Criteria Maximum Points
<b>A. Cost</b>	<p>Proposer must propose one firm, fixed, fully-loaded hourly rate [or unit price] per service category. The firm, fixed, fully-loaded hourly rate will include all direct cost, indirect cost, overhead and profit margin, as well as subrecipient's total costs if appropriate. The service categories are as follows:</p> <ol style="list-style-type: none"> <li>1. Professional and Outside Services</li> <li>2. Communications</li> <li>3. In-State Travel</li> <li>4. Other Operating Expenses</li> </ol> <p><b><u>SMALL BUSINESS ENTERPRISE ("SBE"):</u></b> Any contract funded in any amount with federal funds is not eligible. For professional services, proposals whose costs does not exceed \$500,000 per contract year, County will assign up to 10% of the total evaluation points for the participation of certified SBE or joint venture of SBE and non-SBE firms.</p>	20
	<p><b><u>COST POINTS CALCULATION:</u></b> 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: <math>LTPP / Other TPP \times \text{Maximum Points} = \text{Score}</math></p>	
<b>B. Organization Experience</b>	<p>Proposer should include in proposal, documentation describing the extent of their experience with, and expertise for work related to, the One-Stop System.</p> <p>Proposer should include in proposal, samples of work the Proposer has performed for previous clients, and provide example of past and/or current change and innovation, for growing staff and the organization.</p>	30

	<p>County will base points for the company experience on documented successful experience on similar projects and engagements. Describe experience with collaborating with key stakeholders and delivering employer, worker, and job seeker services efficiently.</p> <p>Points will be based on Proposer's responses to the questions as guided by the Attachment 3 – Questionnaire.</p>	
<b>C. Key Personnel</b>	<p>Proposer should include in proposal, a list of all Key Personnel assigned to the performance of services under the terms and conditions for this contract. For each of the Key Personnel listed, include a brief experience narrative.</p> <p>Points will be based on Key Personnel qualifications, specific relevant experience in relation to the role that will be performed for this contract, special competencies, required license(s), certifications, and/professional credentials as documented by responses to Attachment 3 – Questionnaire.</p>	25
<b>D. Project Plan</b>	<p>Proposer must provide a thorough project plan that includes a milestone chart, tasks to be performed, timeline for completion and implementation, and proposed staff member designated for the completion of each task.</p> <p>County will base points for the project plan on the quality and thoroughness of the project plan and Proposer's responses to the questions as guided by the Attachment 3 – Questionnaire.</p>	15
<b>E. References</b>	<p>Proposer should include a minimum of three (3) professional references, documenting the ability and expertise in satisfactorily providing similar services to those requested in this solicitation for the past three (3) years.</p> <p>Points will be based on the reporting by clients of their satisfaction receiving similar investment broker-dealer services required by the County. The County reserves the right to contact references and to use any such information obtained to evaluate the responsibility of the Subrecipient.</p>	10
	<b>Total Points</b>	100

**5.3. 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.

**5.4. 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.

**5.5. Award Criteria:** If County makes an award, County may enter into a similar Professional Services contract as the SAMPLE contact with one or more Subrecipient(s) 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 agreement by executing and transmitting a document and executed Professional Services contract that incorporates the proposal for reference. An invoice template will be provided for the Subrecipient's use.

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; and
- 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 Subrecipient.

**5.6. Recommendation for Award:** If County makes an award it will be to the responsible and responsive Proposer whose proposal, as determined by the County, is 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 Pima County Board of Supervisors will approve the recommended contract award in accordance with the Pima County Procurement Code.

**7. AWARD NOTICE:**

County will post a NORFA for this solicitation on the Procurement website available for review by interested parties. The Procurement Department 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 the successful Proposer.

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.

The Proposer must submit the required 2 CFR 200 items as indicated below:

DUNS Number. The Data Universal Numbering System ("DUNS") number is a proprietary system developed and managed by Dun & Bradstreet that assigns a unique numeric identifier, referred to as a "DUNS number" to a single business entity.

SAM Registration Date. The System for Award Management ("SAM") is a Federal Government- owned and operated free web site that consolidates the capabilities in Central Contractor Registration ("CCR")/FedReg, Online Representations and Certifications Applications ("ORCA") and the Excluded Parties List System ("EPLS"). SAM registration is required by several federal agencies in order to work with the agencies.

CFDA Program Number. The Catalog of Federal Domestic Assistance ("CFDA") provides a full listing of Federal programs that are available to organizations, government agencies (state, local, tribal), U.S. territories, and individuals who are authorized to do business with the government. A CFDA program can be a project, service, or activity. Each CFDA program has a unique, 5-digit number in the form of XX.XXX. The first two digits represent the funding agency. The last three digits represent the program.

Research & Development. Not applicable.

**9. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or NORFA. 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 at [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 (5)-day period to file a protest of the award will be measured from the date the NORFA 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 Proposer 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 Subrecipient with requests to provide services and products pursuant to the pricing, terms, and conditions defined by the County contract. Minor adjustments are allowed subject to agreement by both Subrecipient 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. Subrecipient will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Subrecipient 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 PROPOSERS**



**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: \_\_\_\_\_

**ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:**

Subrecipient acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date

**INSURANCE CERTIFICATE** documents will be required from the winning Proposer(s) within two (2) business days after the NORFA is posted on the Procurement website.

By signing and submitting proposal documents, the undersigned certifies that they are legally authorized to represent and bind Subrecipient to legal agreements, that all information submitted is accurate and complete, that Subrecipient has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Subrecipient is qualified and willing to provide the items requested, and that Subrecipient 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. Subrecipient'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 Subrecipient 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 SUBRECIPIENT REPRESENTATIVE EXECUTING OFFER**

PHONE AND EMAIL: \_\_\_\_\_

**ATTACHMENT 2: MINIMUM QUALIFICATIONS VERIFICATION FORM (1 PAGE)****PROPOSER ORGANIZATION 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 Proposers’ 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.

Proposer must certify that they possess the minimum qualifications contained herein. Proposer 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 Proposer’s proposal as **Non-Responsive and/or Non-Responsible**.

Proposer 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 (“MQ”)	COMPLIANCE YES/NO (Highlight One)	DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT
1	MQ of the Proposers’ business	Yes / No	SAM Registration Date:
2	MQ of the Proposers’ business	Yes / No	DUNS Number:
3	MQ of the Proposers’ business	Yes / No	CFDA Program Number:
4	License, certification, accreditation, etc.	Yes / No	

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_**PRINTED NAME & TITLE OF AUTHORIZED SUBRECIPIENT REPRESENTATIVE EXECUTING OFFER**

**ATTACHMENT 3: QUESTIONNAIRE (2 PAGES)**

**PROPOSER ORGANIZATION NAME:** \_\_\_\_\_

The evaluation committee will assign points to each answer submitted on the basis of the following evaluation criteria unless otherwise indicated.

**A. Cost: (20 points)**

Proposer must provide a proposal for the services described in this solicitation by completing Exhibit B: Compensation and Payment. This section will be evaluated and scored by Procurement.

**B. Organization Experience: (30 points)**

1. How many agreements has your firm completed as a Subrecipient for the past 3 years for identical or similar projects described in this solicitation? Please include a list of up to five (5) of each of most recent agreement description(s), dollar amount(s), and verifiable information.
2. Please describe your organization’s ability to successfully meet similar project timelines and outcomes within budget requirements?
3. If a subcontractor, will perform the work on the project, include and provide full details as indicated above.

**C. Key Personnel: (25 points)**

1. Submit resumes of all proposed key personnel who will be performing services under the contract. Experience narratives must be attached that describe the specific relevant experience of the key personnel in relation to the role that personnel will perform for this contract.
2. Identify key personnel special competencies that will be valuable in completing the contract. Include and provide copy of certification or other professional credential.
3. Identify any of your firm’s personnel who have worked in the local area previously.

If a subcontractor will perform the work on the project, include and provide full details as indicated above.

**D. Project Plan: (15 points)**

Proposer must provide a thorough project plan that includes a milestone chart, tasks to be performed, timeline for completion and implementation, and proposed staff member designated for the completion of each task.

**E. References: (10 points)**

Proposer should complete the information below, list current contact information of three (3) clients, document the length of time services have been provided and dollar value of the contract with the client.

County reserves the right to contact each of the Proposer’s clients listed below to determine responsibility, ability, and expertise in providing similar investment broker-dealer services required by the County.

County’s verification process may include but not be limited to ascertaining Proposer’s satisfactorily performance of contractual obligations, to include but not be limited to effective communications, efficient resolving of issues, timely completion of tasks, accurate record keeping and billing.

<b>Client 1</b>				
<b>Company Name:</b>				
<b>Contact First, Last Name:</b>			<b>Title:</b>	
<b>Phone Number:</b>			<b>Email Address:</b>	
<b>Indicate the period services have been provided to the Client</b>	<b>From (MO/YR)</b>		<b>To (MO/YR)</b>	
<b>Indicate the dollar value of the contract with the Client</b>			<b>\$</b>	
<b>Client 2</b>				
<b>Company Name:</b>				
<b>Contact First, Last Name:</b>			<b>Title:</b>	
<b>Phone Number:</b>			<b>Email Address:</b>	
<b>Indicate the period services have been provided to the Client</b>	<b>From (MO/YR)</b>		<b>To (MO/YR)</b>	
<b>Indicate the dollar value of the contract with the Client</b>			<b>\$</b>	
<b>Client 3</b>				
<b>Company Name:</b>				

<b>Contact First, Last Name:</b>		<b>Title:</b>	
<b>Phone Number:</b>		<b>Email Address:</b>	
<b>Indicate the period services have been provided to the Client</b>	<b>From (MO/YR)</b>	<b>To (MO/YR)</b>	
<b>Indicate the dollar value of the contract with the Client</b>		<b>\$</b>	

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_  
**PRINTED NAME & TITLE OF AUTHORIZED SUBRECIPIENT REPRESENTATIVE EXECUTING OFFER**

**ATTACHMENT 4: SAMPLE Professional Services Contract (12 PAGES)**

<b>Pima County</b>	<b>Department of Economic Development</b>
<b>Project:</b>	One-Stop Operator Services
<b>Subrecipient:</b>	awardee legal name awardee address awardee city, st zip
<b>Amount:</b>	\$24,000.00 maximum per fiscal year
<b>Contract No.:</b>	-##-###
<b>Funding:</b>	WIOA-Adult Admin Funds; 2042-3379-GCR20007-OT2022 WIOA-Dislocated Worker Admin Funds; 2042-3377-GCR20000-OT2022 WIOA-Youth Admin Funds; 2042-3367-GCR20003-OT2022

**SAMPLE PROFESSIONAL SERVICES CONTRACT****1. Parties, Background and Purpose.**

- 1.1. Parties. This SAMPLE 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 ("Subrecipient").
- 1.2. Purpose. The Pima County Economic Development Department requires the OSO to assist the Pima County Community & Workforce Development Department ("CWD") with meeting the needs of employers, workers, and job seekers in Pima County; improving best practices to assist clients with achieving required and self-determined goals; working with partners of the CWD; and utilizing best practices that are in place for a coordinated referral process used to connect all types of populations to the CWD resources.
- 1.3. Authority. County selected Subrecipient pursuant to and consistent with County's Procurement Code 11.12.020 Competitive Sealed Proposals;
- 1.4. Solicitation and Other Documents. County previously issued Solicitation No. SFP-CA-OSO-2021-01 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 Subrecipient in response to the Solicitation, are incorporated into this contract by reference.
- 1.5. Subrecipient's Response. Subrecipient submitted the most advantageous response to the Solicitation.

**2. Term.**

- 2.1. Initial Term. The Initial Term of this contract commences on July 1, 2021 and will terminate on June 30, 2022. When "Term" is used in this contract, it 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 three (3) additional periods of up to 1 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.** Subrecipient will provide County with the services described in **Exhibit A**, at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.

4. **Key Personnel.** Subrecipient 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, Subrecipient will obtain the approval of County. The key personnel include the following staff:

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

5. **Compensation and Payment.**

5.1. Rates; Adjustment. County will pay Subrecipient at the rates set forth in **Exhibit B**. Those rates will remain in effect during an Extension Option period unless Subrecipient, at least 90 days before the end of the then-existing Term, or at the time the County informs Subrecipient 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. Not-to-Exceed (“NTE”) Amount. The NTE Amount is \$24,000.00 per fiscal year and County’s total payments to Subrecipient under this contract, including any sales taxes, may not exceed this amount. The NTE Amount can only be changed by a formal written amendment executed by the Parties. Subrecipient is not required to provide any services, payment for which will cause the County’s total payments under this MA to exceed the NTE Amount; if Subrecipient does so, it is at the Subrecipient’s own risk.

5.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Subrecipient may invoice County for sales taxes that Subrecipient is required to pay under this contract. Subrecipient will show sales taxes as a separate line item on invoices.

5.4. Timing of Invoices. Subrecipient will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than thirty (30) days after the end of the billing period in which Subrecipient delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Subrecipient 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 six (6) months late.

5.5. Content of Invoices. Subrecipient will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

5.6. Invoice Submittal. Invoices must be submitted to:

Pima County Finance & Risk Management – Accounts Payable  
P.O. Box 791  
Tucson, AZ 85701

5.7. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 24 below, question any payment under the contract. If County raises a question about the propriety of a past payment, Subrecipient will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Subrecipient under this or any other contract between County and Subrecipient. Subrecipient will promptly pay to County any overpayment that County cannot recover by set-off.

- 6. Insurance.** Subrecipient will procure and maintain at its own expense insurance policies (the “**Required Insurance**”) satisfying the below requirements (the “**Insurance Requirements**”) until all of its obligations under this contract have been met. The below Insurance Requirements are minimum requirements for this contract and in no way limit Subrecipient’s indemnity obligations under this contract. The County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this contract. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
- 6.1. Insurance Coverages and Limits. Subrecipient will procure and maintain, until all of 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 cover for liability arising from premises, operations, independent subrecipients, personal injury, bodily injury, broad form contractual and contract 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.
- 6.1.5. In the event that the Professional Liability insurance required by this contract is written on a claims-made basis, Subrecipient shall warrant that continuous coverage will be maintained as outlined under “Additional Insurance Requirements – Claims-Made Coverage” located in the next section.
- 6.2. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.
- 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 Subrecipient 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 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 Subrecipient.
- 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 County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Subrecipient.

- 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. Required Insurance Policies. May not obligate the County to pay any portion of a Subrecipient's deductible or Self Insurance Retention ("SIR"). Insurance provided by the Subrecipient shall not limit the Subrecipient's liability assumed under the indemnification provisions of this contract.
- 6.2.6. Subcontractor. Subrecipient 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, subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor's request to modify the Insurance Requirements as to that subcontractor.
- 6.3. Notice of Cancellation. For each insurance policy required by the insurance provisions of this contract, the Subrecipient must provide to County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the County Contracting Representative. Notice shall include County's project or contract number and project description.
- 6.4. Verification of Coverage.
- 6.4.1. Subrecipient must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include County's project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
- 6.4.2. Subrecipient must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least ten (10) days before work under this contract commences. Subrecipient 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.
- 6.4.3. County may at any time require Subrecipient to provide a complete copy of any Required Insurance policy or endorsement. Note: Subrecipients for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 6.4.4. All insurance certificates must be sent directly to the appropriate County Department.
- 6.5. Approval and Modifications. County's 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 Subrecipient, 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, Subrecipient will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") 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 Subrecipient or any of Subrecipient'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 Subrecipient to conform to any federal,



state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Subrecipient from and against any and all Claims. Subrecipient 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. Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. Licensing. Subrecipient warrants that it is appropriately licensed to provide the services under this MA 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 Subrecipient.** Subrecipient is an independent subrecipient. Neither Subrecipient, nor any of Subrecipient's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Subrecipient is responsible for paying all federal, state and local taxes on the compensation received by Subrecipient under this contract and will indemnify and hold County harmless from any and all liability that County may incur because of Subrecipient's failure to pay such taxes.

10. **Subcontractor.** Subrecipient 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 Subrecipient 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.** Subrecipient 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.** Subrecipient 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 subcontractor. During the performance of this contract, Subrecipient 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.** Subrecipient 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.** Subrecipient 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 Subrecipient 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 Subrecipient, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient 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 Subrecipient to be in default of any provision of this contract.

17.3. Non-Appropriation. Notwithstanding any other provision in this MA, County may terminate this MA 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 MA. In the event of such termination, County will have no further obligation to Subrecipient, other than to pay for services rendered prior to termination.

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

County:	Subrecipient:
Contact, Title	_____
Pima County Department	_____
Address	_____
Telephone Email	_____

**19. Non-Exclusive Contract.** Subrecipient 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. Use of County Data.** Unless it receives County's prior written consent, Subrecipient: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted contract services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Subrecipient's other customers, except subcontractors, who are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Subrecipient may disclose County Data as required by applicable law or by proper legal or governmental authority. Subrecipient shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the contract, Subrecipient will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Subrecipient by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

**23. Books and Records.** Subrecipient 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, Subrecipient 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.

**24. Public Records.**

- 24.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., 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.
- 24.2. Records Marked Confidential; Notice and Protective Order. If Subrecipient reasonably believes that some of its records contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL" before submitting them to County. In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Subrecipient of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction in Arizona, 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.

**25. Legal Arizona Workers Act Compliance.**

- 25.1. Compliance with Immigration Laws. Subrecipient 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"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this MA likewise complies with the State and Federal Immigration Laws.
- 25.2. Books & Records. County has the right at any time to inspect the books and records of Subrecipient and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 25.3. Remedies for Breach of Warranty. Any breach of Subrecipient's or any subcontractors'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 Subrecipient to penalties up to and including suspension or termination of this contract. If the breach is by a subcontractor, and the subcontractor is suspended or terminated as a result, Subrecipient will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontractor 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 Subrecipient.
- 25.4. Subcontractor. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 26 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."

**26. Grant Compliance.** Subrecipient will comply with all requirements attached in **Exhibit C**.

**27. Written Orders.** County will order services under this contract by issuing a Delivery Order ("DO") document. Order documents will be furnished to Subrecipient via e-mail.

Subrecipient must not perform services pursuant to the contract that are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for services not documented by a County DO.

Subrecipient will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Subrecipient will not provide services other than those described in this contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a contract amendment properly executed and issued by County, as provided below. Any services provided in excess of that stated in this contract are at Subrecipient's own risk.

- 28. Counterparts.** The parties may execute the contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.
- 29. Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this contract has a value of \$100,000.00 or more, Subrecipient 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. The 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.
- 30. Amendment.** The parties may modify, amend, alter or extend this contract only by a written amendment signed by the parties.
- 31. 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.

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK***

**SAMPLE ONLY**

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 and party's signature).

IN WITNESS WHEREOF, the parties have approved this Professional Services contract and agree to be bound by the terms and conditions of the contract on the dates indicated below.

**PIMA COUNTY**

**SUBRECIPIENT**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

**PIMA COUNTY**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Workforce  
Investment Board

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

**APPROVED AS TO CONTENT**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Department Head

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A: SCOPE OF SERVICES (1 PAGE)**

1. Collaborate with Pima County to perform a critical component of WIOA implementation: Coordination of all One-Stop partners and direct service providers.
2. Carry out a unique coordination of service delivery within and across the One-Stop System, convene with One-Stop partners, and determine continuous improvement processes for delivery of services to customers at the ARIZONA@WORK Pima County One-Stop Job Centers.
3. Assist CWD with making decisions, implementing, and coordinating activities for professional development and cross-training sessions for One-Stop partners and direct service providers' staff.
4. Review the One-Stop System customer flow system and recommend efficiencies to CWD, the WIB, and One-Stop partners.
5. Distribute Federal and State guidelines (i.e., Training and Employment Guidance Letters) to One-Stop partners.
6. Assist the WIB and One-Stop partners with Memorandum of Understanding ("MOU") revisions.
7. Provide monthly updates to the WIB Director and for inclusion in the WIB Director's Monthly Report to the WIB.
8. Provide the WIB with items for the Annual Report and Local Plan.
9. OSO must meet performance accountability measures and expectations against performance indicators during the fiscal program year 2021-2022; and if contract is renewed, during 2022-2023, 2023-2024, and 2024-2025 fiscal program years. The proposer should propose specific performance benchmarks that align with WIOA requirements.
10. OSO must meet performance measures based on performance indicators.

**EXHIBIT B: Compensation and Payments - Rates**

**Exhibit C: Grant Conditions**