



**PIMA COUNTY PROCUREMENT DEPARTMENT**  
150 W CONGRESS ST., 5<sup>th</sup> FLOOR, TUCSON, AZ 85701-1207  
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Terri Spencer  
Procurement Director

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**September 14, 2021**

**AMENDMENT NO. 01**

**SOLICITATION NO. RFP-PO-2200006 Specialized Professional Staffing**

Be advised of the following changes, clarifications and/or additions to the above-referenced Solicitation as stated in the following Amendment.

**SOLICITATION DUE DATE:**

Please note that the Solicitation due date remains unchanged.

**CHANGES AND/OR ADDITIONS:**

- 1 Replace RFP-PO-2200006, Specialized Professional Staffing in its entirety with Amendment No. 1 RFP-PO-2200006 Specialized Professional Staffing (35 Pages) attached herein.
- 2 Replace Attachment A: Rates in its entirety with Amendment No. 1 Attachment A: Rates (1 Page) attached herein.

**QUESTIONS/ANSWERS:**

Q. 1) Are the Rates on Attachment A actuals or proposed?

A. 1) The Rates are proposed rates.

Q. 2) Are the Proposed rates already fully loaded?

A. 2) The proposed Billing Rate must include the Labor Rate per hour (amount paid to employee) plus indirect cost, overhead and profit margin, as well as subcontractor's total costs, if appropriate.

Q. 3) What is the budget for the project?

A. 3) This will be determined as needed.

Q. 4) Will contractors have interaction with Minors?

A. 4) There will be a possibility of contact with minors in all positions.

Q. 5) Can the County release the transcript of this pre-proposal meeting?

A. 5) No, the questions submitted during the Pre-Proposal Conference are being answered via this Amendment.

Q. 6) The job titles/positions listed in the RFP -- are these fixed? Or can additional position(s) be added based on areas of need?

A. 6) These are the standard positions and are currently fixed. The County will consider additional position if such a need arises. These positions would be added via an amendment to the contract.

Q. 7) Under the MA, do the agencies retain day-to-day operational/direct supervision of our employees?

A. 7) The scope and responsibility will be with Pima County for daily operations while the vendor's employee is actively engaged in performing their duties for the County.

Q. 8) Is there an incumbent for this project, or is this new contract?

A. 8) These services are currently being fulfilled by several contractors. Please reference the following CTs: CT-CR-399, 417, 418, 419, 421, 422, 423, 424, 425 for further information. These contracts are active through 12/31/21 and are viewable in [OnBase](#)

Q. 9) What is the due date for raising the questions over the email?

A. 9) September 20<sup>th</sup>, eight (8) days before the bid due date.

Q. 10) What are the number of FTE's required?

A. 10) This will be determined as needed.

Q. 11) Is the interaction with Minors in person or over the phone?

A. 11) There is the potential for both.

Q. 12) Which positions do not interact in person with minors.

A. 12) None, all positions have the potential to interact with Minors.

Q. 13) Is replacement personnel allowed?

A. 13) Yes with County approval

Q. 14) Is there any Minimum Job Duration available for each position?

A. 14) The contract is for one year and may be extended for an additional four (4) one-year periods. Any position may be required in that time-frame.

Q. 15) The first year of the MA runs from when to when? Are we shifting to calendar years as opposed to fiscal years?

A. 15) The term will begin on January 1<sup>st</sup>. 2022 and will run the calendar year ending December 31, 2022.

Q. 16) Is County going to create a pool of Multiple Qualified Vendors, and if so, how many vendors; or is County going to award one company?

A. 16) The County intends to Award enough vendors to cover the County's needs, this may or may not require multiple vendors to be awarded. County will utilize awarded vendors on an as needed basis.

Q. 17) Does the County have any set subcontracting goals for this contract?

A. 17) No, there are currently no subcontracting standards in place for this contract.

Q. 18) Is it mandatory for the vendors to take subcontractors to bid on this?

A. 18) No, it is not mandatory to use subcontractors on this bid.

Q. 19) Does the Vendor cover all costs of Vacation and Paid Time Off, or is that billed back to the County?

A. 19) See answer for A.2) above.

Q. 20) The MA begins with one year and then is potentially renewed in one year increments thereafter, after the first year, are agencies able to increase the Billing Rate(s) to allow for cost of living increases, inflation, increased costs, etc.?

A. 20) Yes, contractors are able to submit rate changes for review. Rate changes may be submitted once a year and must be submitted at least 90 days before the renewal.

Q. 21) Does 'overhead' include vendor cost of paying PTO and Vacation?

A. 21) See answer for A.2) above.

Q. 22) What is the funding source, so the agency can understand if there are limitations based on the funding source?

A. 22) 78% of funding will come from the below listed sources. The rest is coming from General Fund.

**CFDA Grant Program**

17.258 U.S. Department of Labor (“DOL”), Arizona Department of Economic Security (“ADES”) Workforce Innovation and Opportunity Act (“WIOA”)-Adult  
17.278 DOL,ADES WIOA- Dislocated Worker  
17.259 DOL,ADES WIOA- Youth-Out of School  
17.259 WIOA-Youth  
17.278 DOL,ADES WIOA- RR  
17.259 WIOA- In School Youth  
17.259 WIOA- Youth WEX Work Experience In School  
17.259 WIOA-Youth WEX Work Experience Out School  
93.093 Health Profession Opportunity Grant (“HPOG”)  
14.267 U.S. Department of Housing and Urban Development (“HUD”) Project ADVENT- Admin  
14.267 HUD Project ADVENT- Supportive Services  
14.267 HUD Continuum of Care Homeless Program (“CoC”)- CASA Admin  
14.267 HUD CoC- CASA Supportive Services  
14.267 HUD CoC- La Casita Admin  
14.267 HUD CoC- La Casita Supportive Services  
14.267 City of Tucson Ending Chronic Homelessness (“ECHO”) Permanent Supportive Housing Program- Supportive Services  
14.267 City of Tucson ECHO Permanent Supportive Housing Program- Admin  
14.267 HUD CoC One-Stop Rehousing  
14.267 HUD CoC One-Stop Rehousing- Supportive Services  
N/A AZ Department of Housing – Pima County Links Rapid Re-Housing- Supportive Services  
93.569 ADES Community Action Services Program (CASP)- Community Services Block Grant (“CSBG”); Personnel/Fringe  
93.569 ADES Community Action Services Program (“CASP”)- CSBG; Vouchers  
17.805 DOL- Veterans Employment and Training Services (“VETS”) funding for Homeless Veterans Reintegration Program (“HVRP”)  
93.667 ADES Social Services Block Grant Title 20 (“SSBG”)

Q. 23) Actual candidate resumes or sample resumes or key staff member resumes?

A. 23) Please submit the Candidate Resumes.

Q. 24) Is this on-site, off-site, remote?

A. 24) There is the potential for all three depending on position, location, etc.

Q. 25) Are we able to bid on the positions we specialize in and exclude a position we do not focus?

A. 25) Vendors do not have to bid everything but if a vendor only bids in specific groups, they will need to bid on all three (3) levels in that group.

Q. 26) Are we able to bid with the exception of position that specifically interact with Minors?

A. 26) No, each position has the potential to interact with minors.

Q. 27) The RFP is due on September 28 @ 2:00 PM -- where again? And how many copies do we need to take?

A. 27) The RFP is due by September 28<sup>th</sup>, 2021 @ 14:00 Local Tucson, AZ time (MST). RFP must be a physical submission delivered to Procurement’s Front Desk at 150 West Congress Tucson AZ 85701. You will need to submit one (1) Original and six (6) Digital copies on USB Drive

Q. 28) Does the County have any plan to extend the due date?

A. 28) No, not at this time. Contracts need to be in place by January 1<sup>st</sup>, 2022.

Q. 29) Can the County amend the proposal delivery method from hard copy to email?

A. 29) No, we do not have the confidential means to secure such delivery at this time.

- Q. 30) All employees, regardless of where they are housed, would follow Pima County holiday schedule?  
 A. 30) Yes, to promote a healthy work/personal time schedule Professional Staff would be required to follow Pima County Holiday scheduling.
- Q. 31) If the lowest cost on the RFP gets the maximum points and we are using actuals and we have a large staff, which means a larger budget. Do we get penalized?  
 A. 31) No, cost evaluation will be done based on total price proposed per specialized profession.
- Q. 32) Are hourly rate ranges acceptable for proposed personnel?  
 A. 32) No, vendors must submit a hard cost per line item. That in itself would provide a "range" based on level of experience/cost to provide service per position. That's why we designed it as each position having three levels.
- Q. 33) Is the billing rate we enter on the rate form for one (1) position for each level or the actual usage quantity? Meaning multiple persons per level?  
 A. 33) The billing rate should be for the actual quantity.
- Q. 34) When an employee is at a county site, the county has operational control over that agency employee, the agency has administrative control. Will that be the same, who is liable?  
 A. 34) The individual is an employee of the agency not the County.
- Q. 35) What is the estimated budget of this RFP?  
 A. 35) Approx. \$5,000,000.00
- Q. 36) List of Pima County Holidays.  
 A. 36) See Below:

<b>Day</b>	<b>Holiday</b>
Monday	Martin Luther King, Jr. Civil Rights Day
Monday	Lincoln/Washington Presidents' Day
Monday	Memorial Day
Monday	Independence Day
Monday	Labor Day
Thursday	Veterans' Day
Thursday	Thanksgiving Day
Friday	Holiday (Resolution No. 2013 - 68)
Friday	Christmas Day
Friday	New Year's Day

All other requirements and terms of the Solicitation remain unchanged. Failure to include acknowledgment of all amendments may be cause for rejection.

This Amendment is a total of 40 pages including RFP document and Attachment A.

If any questions, please contact me via e-mail at [brandon.morgan@pima.gov](mailto:brandon.morgan@pima.gov).

*/s/ Brandon Morgan*

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Brandon Morgan, Procurement Officer

**INSTRUCTIONS TO OFFERORS****1. PREPARATION OF RESPONSES:**

Offerors must make all proposals using the forms contained in this solicitation. Offerors must print or typewrite all prices and notations. **No erasures are permitted.** Offerors may cross out errors and print in ink or typewrite corrections adjacent to the error and the person signing the proposal will initial any such correction. Pima County ("County") prefers typewritten responses.

All proposals will as appropriate indicate the registered trade name, stock number, and packaging of the items included in the proposal.

Any surety that this solicitation requires may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

**2. PRICING and PROPOSAL DOCUMENTS:**

Offerors must complete and submit their proposals utilizing the forms provided by this solicitation. Offerors must provide requested information and data in the precise manner that County requests. Product descriptions must provide sufficient information to precisely document the product being offered. Failure to comply may cause County to improperly evaluate the proposal or to deem it non-responsive.

Offeror must complete the proposal certification document, which an authorized representative of Offeror must sign certifying that the firm is willing and able to meet all requirements of the solicitation. Failure to do so may be cause for County to reject the proposal as non-responsive.

All unit prices will remain firm for the initial term of the executed agreement, with the exception that should Offeror during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to County, that Offeror will provide the same pricing to County effective on the date Offeror offered it to the other buyer. Offeror's Unit prices must include all costs required to implement and actively conduct and document cost control and reduction activities. Unit Prices must include all costs and, unless otherwise specified, must be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destinations"). Unit prices will prevail in the event of an extension error. Offeror must price each item separately. Delivery time if stated as a number of days' means "calendar" days. County reserves the right to question and correct obvious errors.

**3. GENERAL SPECIFICATIONS & DEVIATIONS:**

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 Offeror to provide the information needed for the development of consistent and comprehensive proposals.

Equipment brand names, models and numbers, when given, intend to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified in the solicitation.

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

Items included in Offeror's proposal must meet the specifications and requirements set forth by the solicitation.

Deviation requests must be submitted with proposal and 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.

**4. OFFEROR'S MINIMUM QUALIFICATIONS:**

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 on the **Exhibit B: Minimum Qualifications Verification Form (2 Pages)**. 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***.

## 5. **EVALUATION & AWARD CRITERIA:**

Pima County will evaluate proposals that are ***Responsive and Responsible*** as defined above. County will evaluate proposals according to the evaluation criteria set forth herein. County will evaluate cost without regard to applicable taxes.

<b>EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>
<b>A. Cost ("Total Price Proposed")</b>	<b>30</b>
<b>B. Company Experience</b>	<b>35</b>
<b>C. Methodology</b>	<b>30</b>
<b>D. Sustainability</b>	<b>5</b>
<b>Evaluation Total Points</b>	<b>100</b>

The evaluation panel will use the evaluation criteria when scoring the Offeror's answers to the questions contained in **Exhibit C: Questionnaire (1 Page)**. Offeror 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. Offerors must not modify the forms in this RFP.

### **Evaluation Criteria**

The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria, unless otherwise indicated:

#### **A. Cost (0 to 30 points)**

Offerors must propose a Billing Rate per hour for each position and level. The proposed Billing Rate must include the Labor Rate per hour (amount paid to employee) plus indirect cost, overhead and profit margin, as well as subcontractor's total costs, if appropriate.

#### **COST POINTS CALCULATION**

County Procurement Department will calculate points for the cost based on the Total Price Proposed (TPP) for Specialized Profession 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:  $(LTPP / \text{Other TPP}) \times \text{Maximum Points} = \text{Score}$

#### **B. Company Experience (0 to 35 points)**

Offerors should include in their proposals documentation describing the extent of their experience and expertise for work related to providing specialized staffing.

Offerors should include in their proposals samples of work the Offeror has performed for previous clients.

County will base points for the company experience on documented successful experience on similar projects and engagements in response to answered provided for Exhibit C: Questionnaire.

#### **C. Methodology (0 to 30 points)**

Offerors should provide a thorough description of the proven methodologies used and any technology that is utilized for recruitment, retention and training as part of their implemented program.

Offerors must include in their proposal copies of current procedures to achieve a qualified workforce.

County will base points on the quality and thoroughness of the methods and/or programs proposed in response to Exhibit C: Questionnaire.

**D. Sustainability (0 to 5 points)**

Offerors should provide vendors' operating practices and materials handling directed at using less, recycling, and minimizing overall impact on the environment.

County will base points for sustainability philosophy and practices.

County reserves the right to request additional information and/or clarification. Any clarification of a proposal will be in writing. Recommendation for award will be to the responsible and responsive Offeror whose proposal County determines to be the most advantageous taking into consideration the evaluation criteria in this solicitation.

If County makes an award, it will enter into an agreement with the Offeror(s) that submitted the highest scoring responsive and responsible proposal(s) by executing and transmitting a Master Agreement ("MA") document that incorporates the Proposal without further action by the Offeror. The County may conduct discussions with the Offeror to clarify the Proposal and Agreement details provided that they do not substantially change the intent of the solicitation.

**6. SUBMISSION OF PROPOSALS:**

Offerors are to complete, execute and submit **one original and six (6) copies digital copies on thumb drives (USB)**. The submittal **MUST** include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation.

**A COMPLETE & SIGNED OFFER AGREEMENT MUST BE SUBMITTED: A complete offer agreement will consist of:**

- A. **Offer Agreement:** All (12) pages of the Offer Agreement (which includes Pima County's Standard Terms and Conditions), with the following sections and their requirements completed:
  - **Section 3: Contractor Minimum Qualification and supporting documents**
  - **Section 7: Compensation & Payment - Optional Early Payment Discount Percent**
  - **Section 13: Acknowledgement of Solicitation Amendments**
  - **Section 14: Bid/Offer Certification Page**
- B. **Exhibit B: Minimum Qualifications Verification Form:** fully complete, including the required documentation.
- C. **Exhibit C: Questionnaire:** fully complete, including all requested documentation.
- D. **Exhibit D: Living Wage Certification:** complete in its entirety, sign, and date.
- E. **Attachment A: Rates:** all Levels of each pertinent Specialized Profession complete.
- F. **Any other documents required by the solicitation.**

**NOTE: Insurance certification documents will be required from the winning Offeror within two (2) business days after the Notice of Recommendation for Award is posted on the Procurement website.**

Offeror will bind and index the proposal in the order as indicated above. Paperclips/Binder Clips preferable, stapling acceptable. Do not use 3-ring hard cover binders.

County must receive and time stamp proposals at the specified location at or before the Due Date and Time as stated in the *Request for Proposals*. The County's "time-stamp" will be the official time used to determine the timeliness of the submittal. County will not accept or will return unopened any proposals or modifications that County receives after the Due Date and Time. County will open and record timely submittals promptly after the Due Date and Time.

An authorized agent of the Offeror must sign proposals and Offeror must submit them in a sealed envelope marked or labeled with the Offeror's firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Due Date and Time specified in the *Request for Proposals*.

Failure to comply with the solicitation requirements may be cause for County to reject the Offeror's proposal as *non-responsive*.

**7. BEST and FINAL OFFER:**

County reserves the right to request additional information and/or clarification with responsible Offerors 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.

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 Offerors 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.

**8. COMPLIANCE WITH AGREEMENT:**

County will execute an agreement with the successful Offeror by issuance of a MA or PO.

**9. INQUIRIES and NOTICE OF RECOMMENDATION FOR AWARD (NORFA):**

County will not provide results of this procurement in response to telephone inquiries. Interested parties may attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent will notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the date set for receipt of the bid or proposal. County will respond by written amendment sent to all known potential respondents. County may not answer issues that are not submitted within 8 days prior to the closing date and time of the solicitation.

"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. VENDOR RECORD MAINTENANCE:**

By submitting a response to this solicitation, Offeror agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten (10) calendar days of the solicitation due date. Offeror also agrees to update the information within ten (10) calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that Offeror establish and maintain email functionality. In addition to providing the means for an Offeror to create and maintain its Vendor record, VSS also provides for email notice to Offeror regarding solicitations that County publishes for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

**11. 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 Offeror reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Offeror must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Offeror of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Offeror 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 Offeror agrees to waive confidentiality of any price terms in the event of an awarded contract.

**OFFER AGREEMENT****1. INTENT:**

This document is intended to establish a Master Agreement (“MA”) to be shared amongst multiple Contractors in order to provide Pima County (“County”) with specialized staffing on an “as required basis” by issue of Delivery Order (“DO”) or Delivery Order Maximo (“DOM”). County intends to award to multiple vendors.

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

This contract will conform to Pima County’s Living Wage ordinance, **Exhibit D** (4 pages).

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Amendments, Instructions to Offerors, Standard Terms and Conditions, and this Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS:**

The initial term of the MA will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties, effective on the date of issuance.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

Refer to Exhibit B: Minimum Qualifications Verification Form (2 pages).

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Refer to Exhibit A: Scope of Work (9 Pages).

**5. OFFER ACCEPTANCE & ORDER RELEASES:**

County will accept offer(s) and execute this shared contract by issue of a MA (recurring requirements) to be effective on the document’s date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the services defined herein will issue a DO to the Contractor. Department(s) will furnish the DO to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) business days of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor’s own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the 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.

**6. ACCEPTANCE OF GOODS & SERVICES:**

The County Department designated on the issued order (DO) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

**7. COMPENSATION & PAYMENT:**

The MA or PO issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors, Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

See Attachment A: Rates.

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

Price Warranty. Contractor will give County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage (See **Exhibit D**: Living Wage).

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously defined unit pricing.

**Standard Payment Term Net (30)** is effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 Section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Optional Early Payment Discount Percent: \_\_\_\_\_ % if payment tendered within \_\_\_\_\_ Days as above.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's DO document.

All Invoice documents will reference the County's DO number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

**8. DELIVERY:**

As defined by the Standard Terms, "On-Time" delivery is an essential part of the consideration Contractor will give County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) referenced on the DO or Contract.

**9. TAXES, FEES, EXPENSES:**

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

**10. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. RFP-PO-2200006 including the Request for Proposal, Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Proposal, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Minimum Scope and Limits of Insurance:**

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

**Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, personal/advertising injury and products – completed operations.

**Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

**Workers' Compensation (WC) and Employers' Liability** – Arizona Statutory requirements and Employer's Liability coverage with policy limits of \$1,000,000 and each accident and each person - disease.

**Claim-Made Insurance 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.

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:  
Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

**Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium.**

**Verification of Coverage:**

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Pima County Procurement Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

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, or 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.

**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 Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**Worker' Compensation Insurance – Waiver:**

CONTRACTOR is a sole proprietor. CONTRACTOR is performing work as an independent CONTRACTOR for the COUNTY. CONTRACTOR is not the employee of COUNTY for workers' compensation purposes and, therefore, the CONTRACTOR is not entitled to workers' compensation benefits from COUNTY. The CONTRACTOR understands that if there are any employees, paid, unpaid or paid-in-kind, working for the CONTRACTOR, the CONTRACTOR must maintain workers' compensation insurance.

**12. GRANT COMPLIANCE:**

Contractor agrees to comply with all requirements as attached in **Exhibit E** (2 pages).

**13. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:**

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

Amendment #	Date	Amendment #	Date	Amendment #	Date

**14. BID/OFFER CERTIFICATION:**

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

By signing and submitting these Offer Agreement 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. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement will constitute a firm offer and upon the issuance of a MA or PO document 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 and materials 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 Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's ["Other Documents"] section.

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

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

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

**County Attorney Contract Approval "As to Form".**

**PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**1. OPENING:**

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the **evaluation** process. County invites all interested parties to attend the bid opening.

**2. EVALUATION:**

County will evaluate responses to determine which are most advantageous to County considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

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 pre-tax pricing proposed by Contractor.

**3. AWARD NOTICE:**

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. County reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each Offeror, by submission of a proposal, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein will govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

**7. INTERPRETATION AND APPLICABLE LAW:**

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

Contractor warrants goods or services to be satisfactory and free from defects.

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without written permission from County in the form of a properly executed Master Agreement ("MA"), Purchase Order ("PO"), Delivery Order ("DO"), or Delivery Order Maximo ("DOM") revision or amendment as the County's Procurement Code requires. All quantities are estimates and County provides no guarantee regarding actual usage.

**10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all at no cost to County. County reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

**12. SPECIFICATION CHANGES:**

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**13. INSPECTION:**

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless the contract specifies otherwise.

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.



**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item that Contractor furnishes in the performance of the contract should fail to conform to the specifications thereof, or to the sample that Contractor submitted, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the MA, PO or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by County in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor 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 Contractor 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, Contractor 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 Contractor 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.

**19. 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>, under the Vendor Information tab, by selecting the link titled *County Cooperative Agreements – Authorized Agencies*.

**20. PATENT INDEMNITY:**

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

**21. INDEMNIFICATION:**

Contractor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders. Contractor warrants

that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

**22. UNFAIR COMPETITION AND OTHER LAWS:**

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

**23. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

**24. ASSIGNMENT:**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

**25. CANCELLATION FOR CONFLICT OF INTEREST:**

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**26. NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, Contractor must 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.

**27. NON-APPROPRIATION OF FUNDS:**

County may cancel this contract pursuant to A.R.S. § 11 251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received..

**28. PUBLIC RECORDS:**

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.

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.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

**30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101 336, 42 USC 12101 12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**31. NON-EXCLUSIVE:**

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

**32. 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.

**33. TERMINATION:**

County reserves the right to terminate any MA, PO, Delivery Order, DOM or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**34. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents.

**35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

**36. BOOK 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 at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**37. COUNTERPARTS:**

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

**39. FULL AND COMPLETE PERFORMANCE:**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, 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.

**40. 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 Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. 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.

**41. SEVERABILITY:**

Each provision of this Contract stands alone, and any provision of this Contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's 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.

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.

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 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.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 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 ensure 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."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

**43. CONTROL OF DATA PROVIDED BY COUNTY:**

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

**44. 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.

***END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS***

**EXHIBIT A: SCOPE OF WORK (9 PAGES)**

1. Contractor will:
  - 1.1 Provide County with specialized professional staff for services which may include, but not limited to the positions described on pages 2-9 of this Exhibit A: Scope of Work.
  - 1.2 Employ suitable trained and skilled personnel to perform eligibility review services and who have the experience and knowledge to provide quality services to a job seeker and to enhance their customer experience with the ARIZONA@WORK Pima County One-Stop system.
  - 1.3 Provide current Arizona Identify Verified Prints (“IVP”) Fingerprint Clearance Card issued by the Arizona Department of Public Safety for each hire within 10 days of start date.
  - 1.4 Require that hires obtain and maintain all licenses, permits, and authority required for performance under the MA.
  - 1.5 Certify that no individual or agent has been employed or retained to solicit or secure the contract for commission, percentage, brokerage or contingent fee, except a bona fide employee whose job duties include securing business.
2. Unless otherwise provided for herein, the personnel delivering services under this contract will:
  - 2.1. Be employees or volunteers of Contractor.
  - 2.2. Satisfy any qualifications set forth herein.
  - 2.3. Be subject to County personnel policies and procedures.
  - 2.4. May be required to have a valid Arizona Class D Driver’s License at time of application for travel between locations.
  - 2.5. Perform its duties:
    - 2.5.1 In a humane and respectful manner and in accordance with County rules of conduct and other policies.
    - 2.5.2 To the satisfaction of County; and
    - 2.5.3 In compliance with all terms and conditions applicable to the funds being provided under the Master Agreement (“MA”).
3. Confidentiality. Contractor:
  - 3.1. Will provide access to client and applicant files only to persons properly authorized to view and utilize the information to perform the contracted services set forth in the MA.
  - 3.2. Will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contracted services.
4. No federally funded program funded under a MA may impair existing agreements for services or collective bargaining agreements, or be inconsistent with the terms of a collective bargaining agreement, without the written concurrence of the labor organization and employer concerned.
5. All staffing positions have 3 levels based on years of experience. Pay will differ based on these levels:
  - I = 0 – 5 years
  - II = 5 – 10 years
  - III = 10+ years
6. Employees of contractor may apply and be hired for any vacant County position without penalty to County.

**Education Coordinator**

**SUMMARY:** Under supervision by County, carries out instruction to students enrolled in the County's vocational school, alternative or adult education program as a high school teacher, academic skills instructor, and/or school-to-work vocational instructor. Implements a curriculum program developed and approved by County supervisory staff, consistent with the mission and objectives of the applicable County education program.

**Qualifications:** A valid, current Arizona Teacher Certification, with Highly Qualified Teacher Status according to the Arizona State Department of Education required for Charter School assignment

**DUTIES/RESPONSIBILITIES:** (Work assignments may vary depending on the department's needs and will be communicated to the applicant or incumbent by the supervisor.)

- Participates in the development of teaching strategies that meet the learning styles of students as they prepare to meet State requirements for high school graduation, General Educational Development ("GED®") attainment and/or other applicable requirements;
- Assesses the needs of students and develops, implements and evaluates daily lesson plans for students including scheduled activities and materials;
- Plans and modifies program instruction to meet the needs of individual students;
- Evaluates the performance of students regarding achievements in curriculum and activities and makes necessary provisions to meet learning needs;
- Ensures students and parents are informed of methods of evaluation utilized in the classroom; Participates as a member of an instructional team to promote learning activities consistent with the program's mission and objectives;
- Notifies administration of the special needs of students who display characteristics which vary from the norm;
- Collaborates with specialists to assist students;
- Maintains partnerships with parents, school staff, and partners;
- Maintains appropriate records and files required reports in a timely manner;
- Ensures that Arizona Department of Education and other applicable reports and documents are compiled accurately and submitted in a timely manner;
- Performs on-going research of trends and innovations in the respective academic content areas and in strategies to reconnect out-of-school youth;
- Plans lessons that are relevant to County-defined learning objectives; relatable for students; and connect learning and behavior to current needs of the general workforce;
- Collaborates with Pima County One-Stop staff to assist students with acquiring additional training, education and/or employment opportunities after graduation; and
- May monitor the activities of a teacher's aide or classroom volunteers.

**End of Education Coordinator**

**Intake Specialist**

**SUMMARY:** Under supervision by County Intake Supervisor, interviews applicants and gathers data and documentation for potential eligibility factors for a variety of County community services related programs including, but not limited to, training, educational assistance, employment placement, assistance with paying for/obtaining food, utilities, clothing, housing and home appliance/vehicle repair. County will retain responsibility for recruitment of applicants and final determination of eligibility.

**DUTIES/RESPONSIBILITIES:** Work assignments may vary depending on the department's needs and will be communicated to the applicant or incumbent by the supervisor.

- Interviews applicants to collect personal data such as earnings, expenses, family size, employment and education, and completes application packet;
- Reviews for potential applicant eligibility for training, educational assistance and/or employment placement or monetary assistance based upon appropriate federal, state or county assistance program guidelines;
- Reviews documentation submitted by applicants to ensure program eligibility requirements are met;
- Verifies gross earnings and length of employment by contacting applicants' previous employers;
- Responds to public inquiries and serves as a resource to contracted agencies providing information about programs, application procedures, and eligibility requirements for federal, state or county assistance programs;
- Prepares routine correspondence, memos, reports, and other documents;
- Researches files and automated information systems to gather or verify data needed for processing activities;
- Initiates, updates, processes, and maintains manual client file/documentation and ensures compliance with program guidelines;
- Performs data entry of client information into specialized databases and maintains, inputs and retrieves data to produce computer reports for management review and/or submission to applicable agencies/grant sources;
- Maintains appropriate security and confidentiality of information created or encountered in the performance of assigned duties;
- Copies and distributes documentation to appropriate County supervisory staff for eligibility determination;
- May conduct participant, employer, and community agencies outreach and customer satisfaction surveys;
- Contacts community agencies and vendors to make payment arrangement of utilities/home appliance/vehicle repair, clothing, mortgage, or rent
- Initiates and documents client referrals to other community/public agencies and programs; and
- May conduct visits to schools, subcontractors' work sites and homes to conduct interviews.

**End of Intake Specialist**



### **Office Support**

**SUMMARY:** Under supervision by County, performs a variety of clerical support tasks with some instructions regarding details of the assignment.

**DUTIES/RESPONSIBILITIES:** Work assignments may vary depending on the department's needs and will be communicated to the Contracted staff by the supervisor.

May be assigned to one or more of the following task areas or may work as a generalist:

**Interaction with the Public:**

- Responds to public and staff by providing general information pertaining to departmental or program activities;
- Answers single- and multi-line telephones, routes calls, and relays messages;
- Resolves routine problems in person, by phone and through correspondence with complainant;
- Requests specific information by telephone; and
- Checks documents for completeness and accuracy and issues licenses and permits.

**Keyboarding:**

- Types and word processes a variety of documents such as correspondence, reports, forms, contracts, requisitions and claims;
- Edits documents for grammar, punctuation, spelling and format;
- Codes, confirms, enters, updates, and retrieves data using automated filing systems; and
- Verifies accuracy of data entered into the system and corrects information by making updates, additions or deletions as required, and prints reports.

**Filing:**

- Establishes and maintains filing systems and retrieves documents from files as required; and
- Researches document files and automated records for specific information.

**Other Clerical:**

- Copies and distributes materials and acts as key operator for copy machine;
- Reads, screens and directs mail and composes answers to routine correspondence;
- Calculates fees, records payments, and balances routine accounts; and
- Operates various office equipment such as computer terminals and personal computers, facsimile machines, photocopiers, and calculators.

**Specialized Work Assignments May Include:**

- Performing moderately complex word processing activities such as preparation of charts, graphs and tables;
- Transcribing a variety of correspondence, reports, and documents from dictating equipment;
- Scheduling and arranging meetings, conferences, interviews and other appointments;
- Training other staff members in office procedures and clerical activities; and
- Assigning and reviewing the work of staff performing typing, filing, and other routine clerical activities.

### **End of Office Support**

**Program Coordinator**

**SUMMARY:** Under supervision by County staff, coordinates, monitors and participates in day-to-day administrative and operational mentoring County activities. Coordinates and facilitates appropriate matches between participants and industry sector mentors. Performs community relations activities for the program. A "Program" is a single, specific purpose/activity and is ancillary to the main function of the organization.

**DUTIES/RESPONSIBILITIES:** (Work assignments may vary depending on the department's needs and will be communicated to the Contracted staff by the supervisor.)

- Coordinates mentoring activities for enrollees in County programs;
- Reports ongoing quantitative and qualitative results to the County Program Manager or department director;
- Follow appropriate County policy and procedures to adequately screen and select mentors;
- Design and match a youth preparing to enter a career pathway with an employer/mentor who aligns with the industry;
- measures and reports on program success for County's evaluation of program effectiveness and continuous improvement;
- Conducts structured activities approved by County where the mentors offer guidance, support and encouragement to develop the competence and character of the participant;
- Trains staff to become mentors, facilitates the mentor/mentee match and observes mentoring activities,
- Answers questions from the public as a County program representative, makes program-related presentations to the general public, assists County with preparation of news releases and other media materials and participates in County community awareness programs;
- On behalf of County maintains liaison relationships with other departments, public and private agencies, organizations and groups;
- Disseminates guidance for each workplace mentor to act as a coach for the intern by helping the intern understand the ethics of work and the language of the occupation and industry they are working in;
- Analyzes data, and prepares program activity reports and statistical materials for County management review; and
- May access or maintain specialized databases containing program-specific information to record activity or generate reports.

**End of Program Coordinator**

**Program Specialist**

**SUMMARY:** This classification is responsible for performing specialized support activities, under supervision by County staff, for a functional program or work unit. It is distinguished from the Program Coordinator classification by its focus on participating in the specialized support activities of a single functional program or work unit rather than coordinating a variety of activities for a program. It is distinguished from administrative classifications by the type of specialized support activities that are performed.

**DUTIES/RESPONSIBILITIES:** (Work assignments may vary depending on the department's needs and will be communicated to the applicant or incumbent by the supervisor.)

- Participates in specialized support activities of a functional program or work unit in conjunction with program management staff;
- Provides specialized support activities essential to the completion of program objectives;
- Represents the program or work unit in meetings with county personnel and/or outside agencies;
- Serves as a liaison with various outside agencies, groups and concerns regarding specialized program activities;
- Conducts program specific surveys to gather information or data for specialized studies, analysis or research;
- Participates in the development of specialized program activities goals and objectives; Researches, analyzes and reports on specialized program activities;
- May facilitate trainings and discussions for staff and volunteers on specialized program topics;
- May utilize computer graphic programs and other equipment and tools for specialized program activities.

**End of Program Specialist**

**Program Support Specialist**

**SUMMARY:** Provides professional administrative support to a department or specialized program. It is distinguished from the Program Specialist classification by its focus on participating in the day-to-day activities of a single functional program or work unit.

**DUTIES/RESPONSIBILITIES:** (Work assignments may vary depending on the department's needs and will be communicated to the applicant or incumbent by the supervisor.)

- Supports the unit manager with administrative duties
- Prepares and processes accounting documentation such as payment requests, requisitions, purchase orders, receivables, and claims
- Makes travel arrangements for unit personnel and prepares related travel documentation for approval and processing
- Works cooperatively with program case managers to provide vendor/client payment data

**End of Program Support Specialist**

### **Workforce Development Specialist**

**SUMMARY:** Under supervision by County, counsels, evaluates, trains and assists One-Stop System customers requiring assistance in gaining initial employment or re-employment by giving them access to needed community services. Additionally, the Workforce Development Specialists participate in County-led internal and external activities to market One-Stop System program services. Carry out services designed and managed by County to assist One Stop customers and participate in this classification specification is defined as both the general public seeking employment related services and the public/private sector employers.

**DUTIES/RESPONSIBILITIES:** Work assignments may vary depending on the department's needs and will be communicated to the Contracted staff by the supervisor.

- Counsels One-Stop System customers regarding the labor market, availability of jobs, and skill and educational requirements;
- Interviews and counsels One-Stop System customers to determine short- and long-term career goals, barriers to employment, and need for additional training and education;
- Evaluates needs of One-Stop System customers for additional services such as mental and behavioral health, health-related issues, and emergency housing, and coordinates referrals with appropriate agencies;
- Provides career and academic counseling as well as crisis intervention;
- Provides individual and group counseling related to job loss and reemployment;
- Develops and conducts employability skills classes and workshops to address general and specific workforce career and job search issues;
- Coordinates referrals with appropriate agencies and schools;
- Administers and interprets standardized tests such as career interest inventories and aptitude and personality tests and conveys results to clients;
- Reviews job orders and matches One-Stop System customers with job requirements using manual or computerized file search;
- Refers customers to companies, in response to company job orders;
- Continues job referrals until job placement occurs;
- Instructs clients individually and through workshops in resume writing, job search and interviewing techniques as well as entrepreneurial skills;
- Develops on-the-job training contracts, including specifications for wage levels and length and content of training;
- Presents program orientation sessions for One-Stop System customers; and
- Refers One-Stop System customers to training for occupational skills upgrading.

#### **Outreach:**

- Works with community employers to promote and develop job opportunities for One-Stop System customers in the Tucson community;
- Acts as a representative for the One-Stop System programs to community agencies such as the Chamber of Commerce, business associations, and economic development organizations;
- Represents the One-Stop System before groups, including employers and community agencies, through speaking engagements and individual meetings;
- Assists in various One-Stop System program activities, as well as business retention, entrepreneurial start-up, business expansion, and new business recruitment.
- Advises businesses of available tax incentive programs for employing program customers;
- Works with client organizations to develop and plan short- and long-term layoff activities;
- Coordinates pre-layoff activities for employers;
- Conducts follow-up contact with employers to determine status of job referrals and employment of One-Stop System customers.

**Workforce Development Specialist - continued**

General:

- Maintains required confidentiality and security of information created or encountered in the course of assigned duties;
- Maintains comprehensive manual and computer-based records, databases, and files, including individual client case files;
- Reports on customer job placement outcomes;
- Prepares and submits routine, recurring and special reports on activities to management; and
- Under County supervision, may oversee the work of temporarily assigned personnel from outside the department.

**End of Workforce Development Specialist**

**End of Exhibit A**

**EXHIBIT B: 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.

ITEM NO.	MINIMUM QUALIFICATIONS	COMPLIANCE YES/NO (SELECT ONE)	DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT
1	Contractor must have a minimum of three (3) consecutive years, including the current year, of providing Staffing Services.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Copy of Business License
2	Contractor certifies that any and all employees and/or volunteers, assigned to this Pima County contract, have and will maintain current and active IVP fingerprint clearance cards issued through the AZDPS.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>County reserves the right to request copies of cards for assigned staff at any time without notice</i>
3	Contractor certifies that to its knowledge and belief, that it and its principals: <ul style="list-style-type: none"> <li>• Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency</li> <li>• Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the following offenses: fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft,</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No	SAM Entity ID: <hr/> Expiration Date: <hr/>

	<p>forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.</p> <p>Contractor must have and maintain an active registration with System for Award Management (SAM). Website: <a href="https://sam.gov">https://sam.gov</a></p>		
<p>4</p>	<p>Contractor must have a current, active Data Universal Numbering System (D-U-N-S®) number for the purpose of receiving payment funded by federal monies.</p> <p>Website: <a href="https://importregistration.dnb.com/">https://importregistration.dnb.com/</a></p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>	<p>Current D-U-N-S® number:</p> <hr/> <p>Expiration Date:</p> <hr/>

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

\_\_\_\_\_  
 PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

**END OF EXHIBIT B**



**EXHIBIT C: QUESTIONNAIRE (1 PAGE)**

**OFFEROR'S NAME:** \_\_\_\_\_

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

**A. Cost (0 to 30 points)**

Will be evaluated and scored by the Procurement Department.

**B. Company Experience (0 to 35 points)**

1. What types of skills, knowledge, and tools are utilized by organization/staff in order to offer seamless services, carry out activities that benefit customers/clients, and to serve a diverse population? (10)
2. Describe previous general organizational experience and past performance. (10)
3. How many years has the organization been providing professional staffing services? (5)
4. Describe the functions of career planning, social and support services, behavioral health, and services to individuals with barriers to employment. (10)

**C. Methodology (0 to 30 points)**

1. Describe best practices for working with vulnerable job seekers. (10)
2. How do you coordinate referral processes to achieve client goals? (10)
3. Provide written formal or informal procedures in place for recruitment, retention, and training of staff. (5)
4. Describe how you recruit and maintain a diverse and inclusive workforce (5).

**D. Sustainability (0 to 5 points)**

Offeror must provide information regarding company's philosophy and/or policies on waste prevention, reduction, recycling and/or reuse of your company's material resources.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

**END OF EXHIBIT C**

**EXHIBIT D: LIVING WAGE CERTIFICATE & POLICY (4 PAGES)****Living Wage Requirement**

In bid preparation, Contractors will need to consider the possibility of increased administrative costs. The following is a brief description of key Living Wage reporting requirements. These are not limited to but include:

**One time reports:** Due at the beginning term of each contract/renewal

- Payroll calendar
- Certificate of Living Wage Payments Form
- Master Listing of employees eligible to work on Pima County jobs
- Listing of Subcontractors to be used (if applicable)

**Staffing Plans, Including Subcontractors (work schedules):** Due ***prior*** to work performed to enable the Compliance Officer to rate check and interview employees (*If there is not sufficient time prior to performing work, then a plan must be submitted as soon as possible after work is performed*)

- Name of employee(s) who will be working
- Where work is performed
- Approximate time-frame work will be performed
- Total approximate hours to be worked
- Revised plan IF any information changed from the original staffing plan

**Payroll Reports:** Must be provided to the Compliance Officer 7 days after EVERY pay period

- Statement of Compliance
- Payroll Summary Reports:
  - *Name of all employees on a Pima County job*
  - *Total hours worked/rate of pay/gross pay/paycheck number*
  - *Support documentation for this information*
  - *Signed "Statement of Compliance" even if no payroll performed*

**Subcontracted Labor (if applicable):** Required packets are to be submitted to Pima County's Compliance Officer as soon as the Subcontractor is issued payment. This includes:

- A letter signed by subcontractor indicating that laborers associated with the work billed on their attached invoice were paid at or above the Living Wage required rate
- The check # and date which this invoice was paid should be noted
- Attach the appropriate staffing plans (work schedules) of the subcontractor to this invoice. The subcontractor employee payroll check# needs to be noted beside their employee (s) name

**Chapter 11.38 - PIMA COUNTY LIVING WAGE****Sections:****11.38.010 - Conditions for use.**

Employees of contractors entering into eligible contracts with Pima County for covered services shall be paid a living wage by said contractors for the hours expended providing services to the county as provided in this chapter.

(Ord. 2002-1 § 1 (part), 2002)

**11.38.020 - Eligible contract.**

An eligible contract shall be a contract awarded by the county having an estimated cost in excess of the bid threshold, the aggregate dollar amount, provided for in ARS §§ 11-254.01 and 41-2535 for covered services except for the following:

- A. Contacts under which federal or state regulations preclude the applicability of a living wage;
- B. Contracts involving programs where the county shares management authority with other jurisdictions, and intergovernmental and cooperative agreements

- C. Contracts impacted by bond covenants, grant restrictions, governmental regulations; and
- D. Contracts for job training and youth or summer employment programs.

(Ord. 2003-36 § 1, 2003; Ord. 2002-1 § 1 (part), 2002)

### **11.38.030 - Covered services.**

Covered services are:

- A. Facility and building maintenance
- B. Refuse collection and recycling
- C. Temporary employee services
- D. Janitorial and custodial
- E. Landscape maintenance and weed control
- F. Pest control
- G. Security
- H. Moving services

(Ord. 2003-36 § 1, 2003; Ord. 2002-1 § 1 (part), 2002)

### **11.38.040 - Eligible employee.**

Any person employed by a contractor holding an eligible contract with the county who:

- A. Is not a person who provides volunteer services that are uncompensated except for reimbursement of expenses such as meals, parking, or transportation.
- B. Expends chargeable time providing services to the county and on county property; and
- C. Is at least sixteen (16) years of age.

(Ord. 2002-1 § 1 (part), 2002)

### **11.38.050 - Wages.**

- A. Eligible employees shall receive a wage of not less than nine dollars (\$9.00) per hour.
- B. This rate shall be automatically adjusted each successive year based upon Consumer Price Index, Western Region.
- C. If the contract is subject to a prevailing wage requirement or union agreement, the higher wage shall apply.
- D. A contractor may request that it be allowed to pay its eligible employees a wage of no less than eight dollars (\$8.00) per hour if the contractor provides health benefits with a monthly value at least as high as the difference between a monthly wage based on nine dollars (\$9.00) per hour and the requested monthly wage of no less than eight dollars (\$8.00) per hour. Proof of said benefits shall be provided at the time of bid or proposal submission, or, as the county may require, in accordance with notification by the county of its intent to award a contract.

(Ord. 2002-1 § 1 (part), 2002)

### **11.38.060 - Compliance.**

The county procurement director shall monitor compliance, including the investigation of claimed violations, and promulgate administrative rules and regulations to implement and enforce this article. In the event of any violation of the provisions set forth in this chapter, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and shall pay the eligible employee any amounts underpaid. The provisions in eligible contracts may allow any one or more of the following remedies in the event of a written determination of a noncompliance:

- A. A penalty imposed by the county in the amount of \$50.00 for each incidence of a noncompliance for each day of noncompliance and/or each day it continues.
- B. Suspension of further payments on the contract until the violation has ceased.
- C. Suspension and/or termination of the contract for cause.
- D. Debar or suspend the contractor or subcontractor from future county contracts pursuant to Chapter 11.28.

Protests or appeals of the remedies for noncompliance shall be handled under Chapter 11.20.

(Ord. 2002-1 § 1 (part), 2002)

**11.38.070 - Records.**

- A. The contractor or subcontractor shall make its records available for inspection, copying, or transcription by authorized representatives of the county procurement department, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or make them available, the county procurement director may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to Chapter 11.28.
- B. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period for three years thereafter for all eligible employees. Such records shall contain the name, address, and social security number of each eligible employee, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- C. The contractor shall submit a payroll record for all eligible employees to the procurement director within seven days from the end of the payroll period. The payrolls submitted shall set out accurately and completely all the information required to be maintained under subparagraph (b) of this section.

(Ord. 2002-1 § 1 (part), 2002)

**11.38.080 - Reporting.**

On or about December 1, 2002, and every year thereafter, the county procurement director shall file an annual report on compliance with the county administrator and the board of supervisors.

(Ord. 2002-1 § 1 (part), 2002)



**PROCUREMENT**  
150 W. CONGRESS ST., 5th FLOOR  
TUCSON, ARIZONA 85701-1317  
TELEPHONE (520) 724-8161, FAX (520) 222-1484

**CERTIFICATION OF LIVING WAGE PAYMENT**  
**EFFECTIVE UPON SIGNED 2021 OFFER AGREEMENT**

This firm certifies that it will meet all specifications, terms, and conditions contained in the Living Wage Contract Ordinance; **AND** that if labor is subcontracted, subcontractors will be held to the exact terms that are required of this firm.

Yes \_\_\_\_\_ No \_\_\_\_\_ If no, you must explain all deviations in writing.

Company Name: \_\_\_\_\_

Description of Services: \_\_\_\_\_

Job Location: \_\_\_\_\_

**(PLEASE CHECK ALL THAT APPLY)**

I do hereby agree to pay all eligible employees working on the above listed contract at least thirteen dollars and thirty-three cents (\$13.33) per hour.

**AND/OR**

I do hereby agree to pay all eligible employees working on the above contract a wage of no less than twelve dollars and fifteen cents (\$12.15) per hour **and** provide health benefits with a monthly value at least as high as the difference between a monthly wage based on thirteen dollars and thirty-three cents (\$13.33) per hour and the requested monthly wage if no less than twelve dollars and fifteen cents (\$12.15) per hour. In essence, the **employer paid portion** of benefits must have a *monthly* value of two-hundred four dollars and fifty-three cents (\$204.53). This equals the one dollar and eighteen cents (\$1.18) per hour difference.

Providers Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Plan or Program Number: \_\_\_\_\_ Type of Benefit: \_\_\_\_\_

Total premium paid per month: \_\_\_\_\_

Amount paid by employee: \_\_\_\_\_

(Attach pages if needed for additional providers)

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE OF AUTHORIZED

**End of Exhibit D**

**EXHIBIT E:****Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (2 PAGES)**

In addition to other provisions required by the Federal agency or non-Federal entity, County is required to include the following additional provisions, as applicable, under 2 C.F.R. Pt. 200, Appendix II.

(A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with [Executive Order 11246](#), “[Equal Employment Opportunity](#)” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(B) Davis–Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis–Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(C) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations (29 CFR Part 5). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(D) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(E) Clean Air Act ([42 U.S.C. 7401–7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non–Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(F) [Debarment and Suspension \(Executive Orders 12549 and 12689\)](#)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement [Executive Orders 12549 \(3 CFR part 1986 Comp., p. 189\)](#) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(G) Byrd Anti–Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

(H) See [§ 200.323](#), Procurement of recovered materials.

(I) See [§ 200.216](#), Prohibition on certain telecommunications and video surveillance services or equipment.

(J) See [§ 200.322](#), Domestic preference for procurements.

**END OF EXHIBIT E**