PIMA COUNTY NOTICE OF REQUEST FOR PROPOSALS (RFP)

Solicitation Number: RFP-PO-2200006
Title: Specialized Professional Staffing

DUE IN AND OPENS: September 28, 2021 AT OR BEFORE 2:00 P.M. LOCAL TUCSON, AZ TIME (MST)

Submit Proposal to:
Pima County Procurement Department
150 West Congress, 5th Floor
Tucson, Arizona 85701

Pre-Proposal Conference:
September 9, 2021 A.M. @ 10:00 A.M. LOCAL TUCSON AZ TIME (MST)
MS TEAMS MEETING ONLY
MS Teams Meeting Link: Click here to join the meeting
Or call-in (audio only) 1-213-279-1657, Phone Conference ID:101703172#

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

GENERAL DESCRIPTION: Contractor to provide staffing able to perform career planning, case management, intake and eligibility determination, operational support, workshop curriculum and public office support activities, per specifications called for herein. Living Wage requirements shall apply.

You may download a full copy of this solicitation at https://vendors.pima.gov by selecting the solicitation number. Offerors are required to check this website for amendment(s) prior to the closing date and time of the solicitation to assure that the proposal incorporates all amendment(s). Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays, 8 A.M. to 5 P.M. LOCAL TUCSON ARIZONA TIME (MST), at the address listed above.

County will hold an MS-Teams Pre-Bid Meeting for the purpose of clarifying requirements and answering prospective Offeror questions. This meeting will be held via MS Teams Only. It is the responsibility of Prospective Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional but encouraged.

MS TEAMS PROPOSAL OPENING: County will publicly open bids via MS Teams at the date and time listed above or as subsequently changed by a solicitation amendment. The County will read each respondent’s name. County will avoid disclosure of the contents of any bid to competing Offerors during the process. To attend via MS Teams Meeting:
Click here to join the meeting

Offerors must submit proposals as defined in the Instructions to Offerors, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for County to reject a proposal as non-responsive.

Offerors must complete and return those documents identified in Section 6, Submission of Proposals of the Instructions to Offerors document.

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

Bonds are not required.

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

County will not accept verbal requests for clarifications or interpretations. Offerors must submit any questions requests in writing to County’s Procurement Department, Attention: Denise Waldo and Brandon Morgan @ email: Denise.Waldo@pima.gov and Brandon.Morgan@pima.gov

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

Deliver proposals to the following address: Pima County Procurement Department, 150 W. Congress, 5th Floor, Tucson, AZ 85701.
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.

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>MAXIMUM POINTS</th>
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<tbody>
<tr>
<td>A. Cost (&quot;Total Price Proposed&quot;)</td>
<td>30</td>
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<tr>
<td>B. Company Experience</td>
<td>35</td>
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<tr>
<td>C. Methodology</td>
<td>30</td>
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<tr>
<td>D. Sustainability</td>
<td>5</td>
</tr>
<tr>
<td><strong>Evaluation Total</strong></td>
<td><strong>100</strong></td>
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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 one firm, fixed, fully-loaded hourly rate per service category. The firm, fixed, fully-loaded hourly rate will include all direct cost, indirect cost, overhead and profit margin, as well as subcontractor’s total costs if appropriate.

The service category is as follows:

**Miscellaneous Staffing Positions**

**COST POINTS CALCULATION**
County Procurement Department will calculate points for the cost based on the Total Price Proposed (TPP) using the following formula: Lowest Total Price Proposed Amount (LTPP) will receive the maximum quantity of points. Other proposals will receive points using the following formula: (LTTP / Other TPP) x Maximum Points = Score

If the cost evaluation is based on SAVINGS, replace above with: County Procurement Department will calculate points for the cost criteria based on the Total Savings Proposed (TSP) using the following formula: Highest TSP will receive the maximum quantity of points. Other proposals will receive points using the following formula: (Other TSP / Highest TSP) x Maximum Points = 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 15: 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$fn=default.htm$s3.0$vid=amlegal:pimacounty_az$sanc=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.

END OF INSTRUCTIONS TO OFFERORS
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, 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.

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. PERFORMANCE BOND: Not applicable.

13. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:
Contractor acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

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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”.
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, restocking, reshipping, 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**
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.

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**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 casework 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.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>MINIMUM QUALIFICATIONS</th>
<th>COMPLIANCE YES/NO (SELECT ONE)</th>
<th>DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Contractor must have a minimum of three (3) consecutive years, including the current year, of providing Staffing Services.</td>
<td>☐ Yes ☐ No</td>
<td>Copy of Business License</td>
</tr>
<tr>
<td>2</td>
<td>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.</td>
<td>☐ Yes ☐ No</td>
<td>County reserves the right to request copies of cards for assigned staff at any time without notice</td>
</tr>
<tr>
<td>3</td>
<td>Contractor certifies that to its knowledge and belief, that it and its principals:</td>
<td>☐ Yes ☐ No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 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, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contractor must have and maintain an active registration with System for Award Management (SAM). Website: <a href="https://sam.gov">https://sam.gov</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SAM Entity ID: ____________________________________________

Expiration Date: ___________________________________________
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. Website: [https://importregistration.dnb.com/](https://importregistration.dnb.com/)

| 4 | Current D-U-N-S® number: |
|   | □ Yes □ No |
|   | Expiration Date: |

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
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)
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.

☐ 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

Exhibit D: Living Wage Certificate & Policy
Revised 10.02.20