



PIMA COUNTY NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP Solicitation Number: RFP-CWD-2020-02-TA

RFP Title: Workforce Programs Consultant and Technical Assistance

Issue Date: September 29, 2020

DUE DATE: October 13, 2020 at or before 12:00 P.M. LOCAL TUCSON, AZ TIME (MST)
(No late, faxed, nor emailed submissions, modifications, or revisions will be accepted.)

Submit Proposal to

Pima County Community & Workforce Development Department
Kino Service Center
3rd Floor Reception Desk
2797 E. Ajo Way, Tucson, AZ 85713

SOLICITATION: Pima County ("County") is soliciting proposals from Offerors who are qualified, responsible and willing to provide Technical Assistance to assist the Pima County Workforce Investment Board ("WIB") and the ARIZONA@WORK Pima County One-Stop Workforce Development and Delivery System to continue to implement the Workforce Innovation and Opportunity Act ("WIOA") regulations in the provision of workforce development services to Pima County residents in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: The Pima County Community & Workforce Development ("CWD") Department is requesting proposals from respondents who are qualified, responsible, and willing to provide fee for services in compliance with all specifications and requirements contained in this Request for Proposal ("RFP"). Addendums to this RFP may be issued at any time subsequent to the publishing of a solicitation.

Respondents may download a full copy of this solicitation at [Pima County CWD](#) by selecting the solicitation number. Offeror(s) are required to check this website for amendment(s) prior to the closing date and time of the solicitation to assure that the proposal incorporates all amendment(s). Prospective Offeror(s) may also pick up a copy, Monday through Friday excluding legal holidays, 10 A.M. to 4 P.M. LOCAL TUCSON ARIZONA TIME (MST), at the address listed above.

A **TECHNICAL ASSISTANCE SESSION** will be held for the purpose of clarifying requirements, answering prospective respondent questions, and to provide any updated information. Any changes to the RFP, as well as all questions and answers, will be posted on the CWD website referenced above. It is the responsibility of prospective respondents to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional, but encouraged.

Respondents must contact star.romero@pima.gov to receive communications related to this RFP.

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

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

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

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

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

INSTRUCTIONS TO OFFERORS

1. PREPARATION OF RESPONSES:

Offeror(s) must make all proposals using the forms contained in this solicitation. Offeror(s) must print or typewrite all notations. **No erasures are permitted.** Offeror(s) 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. County prefers typewritten responses.

2. PROPOSAL DOCUMENTS:

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

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

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

2.2. Attachment 2: Questionnaire Form (1 page), fully complete, and include all requested supporting documentation.

2.3. System for Award Management (SAM) this will be required from the winning Offeror within two (2) weeks after the Notice of Recommendation for Award is posted on the [Pima County CWD](#) website.

3. PROPOSAL SUBMISSION REQUIREMENTS:

3.1. Submission: Offeror(s) must be written in 12-point type and submit **one (1) original and three (3) copies on thumb drives or four (4) digital copies on thumb drives** (one copy per thumb drive) of the required forms and supporting documents. The submittal must include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation. Offeror should bind and index (tab) the proposal in the order as indicated above (see section 2. Proposal Documents).

3.2. Signature: An authorized agent of the Offeror must sign proposal documents and submit them in a sealed package/envelope marked or labeled with the Offeror(s) firm name, solicitation number, title, solicitation due date and time, to the location and no later than the Due Date and Time specified in the Request for Proposal document.

3.3. Timely Receipt by the County: County must receive and time stamp proposals at the specified location at or before the Due Date and Open date and time as stated in this RFP. 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 Open date and time. County will open and record timely submittals promptly after the Due Date and Open date and time.

3.4. Contractor Record Maintenance: By submitting a response to this solicitation, the Offeror agrees to establish and maintain a complete Pima County Contractor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), prior to the solicitation's Due Date. The Offeror also agrees to update the information within ten (10) calendar days of any changes made and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Vendor Self Service (VSS) portal.

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

The Vendor Self Service (VSS) portal link is <https://vendors.pima.gov/webapp/VSSPROD1/AltSelfService>

- 3.5. Unfair Competition and other Laws:** Proposals must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.
- 3.6. General Specifications:** Items and Questionnaire responses included in Offeror(s) proposal must meet the specifications and requirements set forth by the solicitation. The specifications included in this solicitation intend to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and to allow Offeror to provide the information needed for the development of consistent and comprehensive proposals.
- Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the Offeror(s) sole risk.
- 3.7. Waiver:** Each Offeror, by submission of a proposal or bid waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.
- 3.8. Fraud and Collusion:** Each Contractor, by submission of a proposal, 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.
- 3.9. Documents Marked Confidential: Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to this solicitation, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If 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.

4. INQUIRIES AND DEVIATION REQUESTS:

- 4.1. Inquiries:** 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 Community & Workforce Development department either prior to or during the Pre-Proposal Conference, but prior to the date set for receipt of the bid or proposal. Notice will be provided in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution. County will respond by written amendment sent to all known potential respondents. County may not answer questions or address deviation requests that are not submitted within 8 days prior to the closing date and time of the solicitation.
- 4.2. Deviation Requests:** Requests for changes submitted with proposal must specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain

the requested deviation's impact on the end performance of the item. Acceptance or rejection of deviation request is at the sole discretion of County in accordance with the Pima County Procurement Code.

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

5. **EVALUATION & AWARD CRITERIA:**

5.1. Evaluation: County staff and the Pima County Workforce Investment Board ("WIB") will evaluate proposals to determine which are most advantageous to County considering conformity to the specifications, evaluation criteria stated in the RFP. The Pima County WIB RFP Review Committee will evaluate proposals according to the evaluation criteria set forth below. The WIB RFP Review Committee will use the evaluation criteria when scoring the Offeror(s) answers to the questions contained in **Attachment 2: Questionnaire Form one (1 pages)**. 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.

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

<u>Criteria</u>	<u>Criteria Detail</u>	<u>Criteria Maximum Points</u>
A. Cost	Hourly cost for research, analysis and preparation of options. Hourly cost for cost for delivered group training, workshops and/or focus groups. Cost for a block of hours of delivered group trainings, workshops and/or groups.	30
B. Quality and relevance of experience to area in Scope	Contractor should provide a narrative discussion of experience in community and workforce programs. The discussion should show knowledge of these programs and their evolution, as well as resources available for research. Points will be based on Offeror(s) responses to the questions as guided by the Questionnaire (Attachment 2).	40
C. Key Personnel	Experience working with Pima County Workforce Investment Board and Pima County One-Stop. Points will be based on Key Personnel qualifications, specific relevant experience in relation to the role that will be performed for this Contract, special competencies, required license(s), certifications, and/professional credentials as documented by responses to Questionnaire (Attachment 2).	10
D. Quality of the discussion as to how specific activities will be approached	Technical Assistance experience with collaborative efforts between partners. Evaluation of federal and state policies and make recommendations regarding program implementation. County will base points for the quality of the discussion as to how specific activities will be approached on the quality and thoroughness and Offeror(s) responses to the questions as guided by the Questionnaire (Attachment 2)	20

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

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

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

5.5. Award Criteria: If County makes an award, County will enter into the **attached Professional Services Contract (18 pages)** with one Contractor that submitted the highest scoring proposal which County determines to be responsible and responsive for providing the required goods or services. County will enter into agreements by executing and transmitting a Contract ("CT") document and executed Professional Services contract that incorporates the Proposal by reference.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre tax pricing proposed by Contractor.

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

6. AWARD AUTHORITY:

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

7. AWARD NOTICE:

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

8. COMPLIANCE WITH AGREEMENT:

County will execute the Professional Services Contract with the successful Offeror(s).

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

END OF INSTRUCTIONS TO OFFEROR

ATTACHMENT 1: PROPOSAL CERTIFICATION FORM (1 PAGE)

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: _____

ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:

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

Amendment #	Date	Amendment #	Date	Amendment #	Date

INSURANCE CERTIFICATE documents will be required from the winning Offeror within two (2) business days after the Notice of Recommendation for Award is posted on the Community & Workforce Development website.

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

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

SIGNATURE: _____ **DATE:** _____

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: _____

ATTACHMENT 2: QUESTIONNAIRE (1 PAGE)

OFFEROR'S NAME: _____

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

A. Cost: (0 to 30 points)

Hourly cost for research, analysis and preparation of options. Hourly cost for cost for delivered group training, workshops and/or focus groups. Cost for a block of hours of delivered group trainings, workshops and/or groups.

B. Quality and relevance of experience to area in Scope: (0 to 40 points)

1. How many years of experience?
2. What is your experience with locating potential grant opportunities?
3. Provide examples of how you have analyzed existing programs. What were those programs goals and outcomes?

C. Key Personnel: (0 to 10 points)

1. Do you have experience working with Pima County Workforce Investment Board and/or the ARIZONA@WORK Pima County One-Stop?
2. Do you have experience researching best practices and grant opportunities?
3. Do you have experience with facilitating focus groups?

D. Quality of the discussion as to how specific activities will be approached: (0 to 20 points)

1. Please provide your Technical Assistance experience in regards to evaluation of federal and state policies. What were the outcomes of implementation?
2. Provide examples of research and execution on providing services to job seekers and employers. In regards to recruiting, retaining and transitions of Out-of-School Youth in the workforce.
3. How would you develop new models/approaches to train employers for best methods of utilizing interns?

SIGNATURE: _____

DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

REMAINDER OF PAGE INTIALLY LEFT BLANK

ATTACHMENT 3: SAMPLE PROFESSIONAL CONTRACT (18 PAGES)

Pima County Community & Workforce Development	
Project:	Workforce Programs Consultant and Technical Assistance
Contractor:	
Amount:	\$45,000.00
Contract No.:	CT-CR-XX-XXX
Funding:	U.S. Department of Labor (“DOL”)/Arizona Department of Economic Security (“ADES”) Workforce Innovation and Opportunity Act (WIOA) and Pima County General Funds

DUNS No.:		SAM Registration Date:	
Research or Development:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Federal or State Contract No.:		DI21-002286	Award Date: 2020
Required Match:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Match Amount:	0%
Indirect Cost Rate:	<input type="checkbox"/>	<input type="checkbox"/> NICR	<input type="checkbox"/> de minimis <input type="checkbox"/> None
Status of Agency:	<input type="checkbox"/> Subrecipient	<input checked="" type="checkbox"/> Contractor	

CFDA	Grant Program	Federal Funding	Pima County Award
17.258	U.S. Department of Labor (“DOL”)/Arizona Department of Economic Security (“ADES”) Workforce Innovation and Opportunity Act (WIOA)-Adult	\$854,649,000.00	\$3,183,523.00
17.278	WIOA-Dislocated Worker	\$1,322,912,000.00	\$4,353,722.00
17.259	WIOA-Youth	\$913,130,000.00	\$3,167,684.00

1. PARTIES, BACKGROUND, PURPOSE AND AUTHORITY.

- 1.1. Parties. This Agreement is entered into by and between Pima County (“County”), a body politic and corporate of the State of Arizona, and (“Contractor”).
- 1.2. Background.
 - 1.1.1. County, as Grantee, receives federal WIOA grant funds and provides them to subrecipients, including Contractor, to provide eligible workforce development services. The WIOA grant ends June 30, 2023.
 - 1.2.1. Pursuant to DOL guidelines, Agency is a “Contractor” of these WIOA funds and will conduct all activities under this Agreement accordingly.
- 1.3. Purpose. Contractor will provide technical assistance to help the Workforce Investment Board (“WIB”) and ARIZONA@WORK Center System implement the WIOA regulations in the provision of workforce development services to residents.
- 1.4. Authority.

- 1.4.1. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.
- 1.4.2. County previously issued Solicitation No. RFP-CWD-2020-02-TA for services eligible for United States Department of Labor Grant funding (the "Solicitation").
- 1.4.3. Contractor submitted an advantageous response to the Solicitation.

2. TERM AND EXTENSIONS.

- 2.1. Original Term. This Agreement will commence on January 1, 2021 and will terminate on December 31, 2021 (the "Initial Term"). "Term," when used in this Agreement, means the Initial Term plus any exercised Extension Options. If the commencement date of the Initial Term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Agreement for four (4) additional periods of up to one (1) year (the "Extension Option"). An Extension Option only with execution by the parties of a formal written amendment.
- 2.3. The terms of this Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. Any amendments to the Agreement must be approved by the County and, where applicable, by the Federal sponsoring agency, before any services under the amendment commences.
- 2.4. Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Community & Workforce Development Department ("**CWD**") or designee. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of County under this Agreement.
- 2.5. Notwithstanding paragraphs 2.1 and 2.2 above, the term of this Agreement will survive and remain in effect during any period that Contractor has control over grant funds, including program income.

3. SCOPE OF SERVICES.

- 3.1. Contractor will:
 - 3.1.1. Provide County with the services described in the attached Exhibit A.
 - 3.1.2. Employ suitable trained and skilled personnel to perform all services under this Agreement.
 - 3.1.3. Perform its duties:
 - 3.1.3.1. In a humane and respectful manner and in accordance with any applicable professional standards;
 - 3.1.3.2. To the satisfaction of County; and
 - 3.1.3.3. In compliance with all terms and conditions applicable to the grant funds being provided under this Agreement.
 - 3.1.4. Obtain and maintain all licenses, permits and authority required for performance under this Agreement.
- 3.2. Unless otherwise provided for herein, the personnel delivering services under this Agreement will:
 - 3.2.1. Be employees or volunteers of Contractor;
 - 3.2.2. Satisfy any qualifications set forth herein; and

- 3.2.3. Be covered by personnel policies and practices of Contractor.
- 3.3. Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
- 3.4. Confidentiality. Contractor:
- 3.4.1. 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 this Agreement.
- 3.4.2. 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.
- 3.5. Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
- 3.6. No program funded under this Agreement 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.

4. COMPENSATION AND PAYMENT.

- 4.1. In consideration for services specified in **Exhibit A** of this Agreement, County agrees to pay Contractor **up to \$XX** (the Maximum Allocated Amount”).
- 4.2. Payment will be made from federal and state grants received from various sources (collectively “the Awarding Agency”). Anticipated expenditures from each source are as follows:

Funding Source	Maximum Amount Allocated January 1, 2021 – December 31, 2021
U.S. Dept. of Labor/AZ Dept. of Economic Security	
Pima County General Funds	
Allocated Amount	

- 4.3. Payment of the full Maximum Allocated Amount is subject to the Awarding Agency allocating and making available to County the amount set forth above for this Agreement. The Maximum Allocated Amount may be amended at any time due to reduction, termination, or any other change in the grant funding being provided to County. **Unexpended funds will not be carried over into another fiscal year.**
- 4.4. Contractor **must submit a request for reimbursement every month**, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

Contract Month	Due date for Request for Reimbursement
January through May and July through December	15 calendar days from end of month
June	July 7

- 4.5. Each monthly Request for Reimbursement must be submitted to County by the 15th working day of each month for the previous month of services and must:
- 4.5.1. Reference this contract number.

- 4.5.2. Be approved and signed by both the person(s) that prepared the request and an authorized manager, supervisor or executive of the Contractor to insure proper internal financial controls.
- 4.5.3. Be for services and costs as identified in **Exhibit A**.
- 4.5.4. Be accompanied by documentation which must include, but is not limited to:
 - 4.5.4.1. A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of the Agreement.
 - 4.5.4.2. Copies of invoices and checks (front and back) to support all purchases of goods or services.
 - 4.5.4.3. Travel and Incidental Expenses (IE): If reimbursement is authorized, detailed travel reports to support all travel expenses.
 - 4.5.4.4. Any other documentation requested by County.
- 4.5.5. If reimbursement is authorized for personnel costs, be accompanied, at a minimum by the following documentation for each pay period:
 - 4.5.5.1. Time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that specify the days, hours per day and total hours worked on the grant(s); and
 - 4.5.5.2. Accounting system report(s) specifying rate of pay and costs of employer-paid benefits. Fringe benefits must be calculated at the rate shown in the budget in **Exhibit A**.
- 4.5.6. Be only for authorized expenses which are not paid or reimbursed by another Federal, State or Local grant revenue source.
- 4.6. If Contractor is required to provide matching funds under the terms of the Awarding Agency, Contractor must also provide the documentation described in Paragraph 4.5 for the matching funds.
- 4.7. **Contractor must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** Contractor may not bill County for costs which are paid by another source. Contractor must notify County within ten days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 4.8. If each request for payment includes adequate and accurate documentation, County will generally pay Contractor within 30 days from the date invoice is received. Contractor should budget cash needs accordingly.
- 4.9. County may, at its sole discretion:
 - 4.9.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 4.9.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Contractor.
 - 4.9.3. **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 4.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 4.10. Pursuant to A.R.S. § 11-622, County **will deny reimbursement completely** for requests for payment made later than six months after the last item of the account accrues.
- 4.11. **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred must be submitted to the County within **15 working days after the end of the contract term**

on invoices that meet the requirements set forth in Paragraph 4.5 above.

4.12. **No payments will be made to Contractor, until all of the following conditions are met:**

4.12.1. Contractor has completed and submitted a W-9 Taxpayer Identification Number form;

4.12.2. Contractor has submitted all agency core documents detailed:

4.12.3. Contractor has registered as a Pima County Vendor through the Pima County Procurement website;

4.1.1. This Agreement is fully executed; and

4.1.2. Adequate and accurate documentation is provided with each request for payment or invoice.

4.2. Changes between budget line items. Changes between budget line items of no more than 15% may be granted by and at the sole discretion of the Director of CWD or designee. The following provisions apply:

4.2.1. The change may not increase or decrease the maximum allocated amount.

4.2.2. Agency must submit a written request for the line item change on or before May 15 of the contract year. The written request must contain a detailed explanation of:

4.2.2.1. The reason the change is necessary; and

4.2.2.2. How the specified purpose, program(s), metrics, or outcomes set forth in this Agreement will continue to be met, despite the requested change.

4.2.3. The change must be for future expenditures that are not part of the current existing and approved budget(s). The change may not be to cover unbudgeted expenditures incurred by Contractor prior to receiving the written approval for a budget line item change.

4.2.4. **If the Director of CWD or designee approves the request for the budget line item change, the change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval.**

4.3. Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require an amendment to this Agreement. **Such change will not be effective, nor will compensation under the change be provided, until the amendment is fully executed by both parties.**

4.4. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 4.13 and 4.14 above will be at Contractor’s own risk.

4.5. Pursuant to Disallowed Charges or Cost principles will be as follows:

4.5.1. The cost principles set forth in 2 CFR part 200, Subpart E, as may be modified by amendments and additions, will be used to determine whether an incurred cost will be reimbursed under this Agreement as modified by the funding source:

Grant Title	Federal Agency	Applicable Modification to 2 CFR § 200, Subpart E
WIOA	Department of Labor	As supplemented by 2 CFR part 2900

4.5.2. **Contractor must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.**

4.6. For the period of record retention required under SECTION 23 - BOOKS AND RECORDS County reserves the right to question any payment made under this Section 4 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the

Agreement or law.

5. PROGRAM INCOME

- 5.1. County does not anticipate that program income, as defined by the Awarding Agency, will be generated under the activities of this Agreement.
- 5.2. In the event that activities under this Agreement do generate program income or program income is authorized, Contractor must:
 - 5.2.1. Report to County all program income generated and received as a result of activities carried out with the grant-funds provided pursuant to this Agreement. These reports are due quarterly.
 - 5.2.2. Return program income to County within 15 days of the end of each month, unless otherwise specified in **Exhibit A**.

6. **INSURANCE.** Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations under this Agreement. County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Agreement. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.1. Insurance Coverages and Limits:

- 6.1.1. Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.
- 6.1.2. Business Automobile Liability: Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.
- 6.1.3. Workers' Compensation (WC) and Employers' Liability:
 - 6.1.3.1. Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.
 - 6.1.3.2. Note: The Workers' Compensation requirement does not apply if Contractor is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

- 6.2. Additional Insurance Requirements: The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Contractor must maintain such coverage for a period of not less than three years following Agreement expiration, termination or cancellation.
- 6.2.2. Insurer Financial Ratings: Coverage must be placed with insurers acceptable to County with A.M. Best rating of not less than A- VII, unless otherwise approved by County.
- 6.2.3. Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect

to liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

- 6.2.4. Waiver of Subrogation: Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Contractor.
- 6.2.5. Primary Insurance: The Required Insurance policies, with respect to any claims related to this Agreement, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR).
- 6.2.6. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Verification of Coverage:

- 6.3.1. Insurer or Broker of Contractor must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:
 - 6.3.1.1. The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate,
 - 6.3.1.2. A notation of policy deductibles or SIRs relating to the specific policy, and
 - 6.3.1.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.
- 6.3.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Agreement. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Agreement.
- 6.3.3. County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 6.3.4. Cancellation Notice: Contractor's insurance policies and endorsements shall not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without 30 days advance written notice to County of the policy cancellation, suspension or material change. Contractor must provide written notice to County within two business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten days prior to cancellation of policy.

- 6.4. Approval and Modifications: The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Agreement amendment, but the approval must be in writing. Neither County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance

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

7. INDEMNIFICATION.

- 7.1. To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless County, and any related taxing district, and the officials and employees and each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees)(collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. Contractor is responsible for primary loss investigation, defense and judgement costs for any claim to which indemnity applies. This indemnity will survive the expiration or termination of this Agreement.
- 7.2. Contractor warrants that services provided under this Agreement are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this Agreement or from the provision, license, transfer or use for their intended purpose of any products provided under this Agreement.

8. LAWS AND REGULATIONS.

- 8.1. Compliance with Laws; Changes. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County.
- 8.4. Use of Funds. Contractor warrants that funds provided for personnel employed in the administration of the activities funded under this Agreement will not be used for:
- 8.4.1. Political activities;
 - 8.4.2. Inherently religious activities;
 - 8.4.3. Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (see Federal Standard Form LLL, "Disclosure of Lobbying Activities);
 - 8.4.4. Political patronage; or
 - 8.4.5. Nepotism activities.
- 8.5. Compliance with Federal Law, Rules and Regulations. Contractor will comply with the applicable provisions of:
- 8.5.1. Arizona Department of Economic Security Special Terms and Conditions;
 - 8.5.2. Davis-Bacon Act (Pub. L.107-217), (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as amended;
 - 8.5.3. Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);

- 8.5.4. Arizona Address Confidentiality Program (A.R.S. § 41-161 *et seq.*);
- 8.5.5. Fingerprinting, certification, and criminal background checks including, but not limited to the applicable provisions of: A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141;
- 8.5.6. Clean Air and Clean Water Act (42 U.S.C.1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
- 8.5.7. Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- 8.5.8. Debt Collection and Audit Resolution (Pub. L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D,E and G; 20 CFR Part 667 Subparts D – H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21; 2 CFR 200 and all subparts; Federal Acquisition Regulation 97-03 Part 31; ADES Policies 1-47-01 and 1-47-08.);
- 8.5.9. Child Labor Laws (A.R.S. §23-230 *et seq.*);
- 8.5.10. Debarment and Suspension Drug Free Workplace (29 CFR Part 98 and Executive Order 12549);
- 8.5.11. Drug-Free Workplace (41 U.S.C. 702 *et seq.* and 2 CFR 182);
- 8.5.12. Environmental Tobacco Smoke (Pub. L. 103-227, Part C);
- 8.5.13. Workforce Innovation and Opportunity Act, Pub.L.113-128; and
- 8.5.14. All rules and regulations applicable to the Acts set forth above.

8.6. Cooperation. Contractor will fully cooperate with County, Arizona Department of Economic Security, and any other federal agency in the review and determination of compliance with the above provisions.

9. INDEPENDENT CONTRACTOR.

- 9.1. Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.
- 9.2. Contractor is responsible for paying all federal, state and local taxes on the compensation by Contractor under this Agreement 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.
- 9.3. Contractor will be solely responsible for its program development, operation, and performance.

10. SUBCONTRACTOR.

- 10.1. Except as provided in 10.2, Contractor will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Contractor must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.
- 10.2. Prior written approval is not required for the purchase of supplies that are necessary and incidental to Contractor's performance under this Agreement.
- 10.3. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts, any of them, may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create 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.

- 10.4. Contractor must include the provision set forth in Section 4 in all contracts between Contractor and its subcontractors providing goods or services pursuant to this Agreement. Contractor will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.
- 11. ASSIGNMENT.** Contractor cannot assign its rights or obligations under this Agreement, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
- 12. NON-DISCRIMINATION.**
- 12.1. Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors.
- 12.2. During the performance of this Agreement, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- 12.3. Unless exempt under federal law, Contractor will comply with:
- 12.3.1. Titles VI and VII of the Civil Rights Act of 1964 as amended;
- 12.3.2. The Age Discrimination in Employment Act;
- 12.3.3. Section 504 of the Rehabilitation Act of 1973, as amended; and
- 12.3.4. The requirements of the Fair Labor Standards Act of 1938, as amended.
- 13. AMERICANS WITH DISABILITIES ACT.** Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If Contractor is carrying out a government program or services on behalf of County, then Contractor will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.
- 14. AUTHORITY TO CONTRACT.** Contractor warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Agreement.
- 15. FULL AND COMPLETE PERFORMANCE.** The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as 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 will not be construed as an accord and satisfaction.
- 16. CANCELLATION FOR CONFLICT OF INTEREST.**
- 16.1. This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 16.2. Contractor agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the awarding agency including 24 CFR 84.42 and 570.611.

17. TERMINATION/SUSPENSION.

- 17.1. Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 17.2. With Cause: County or Contractor may terminate this Agreement at any time without advance notice and without further obligation if either party is in default of any provision of this Agreement.
- 17.3. Insufficient Funds: Notwithstanding Paragraphs 17.1 and 17.2 above, if any state or federal grant monies used for payment or for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide 15 days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to Contractor for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Contractor will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 17.4. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Contractor, other than for services rendered prior to termination.
- 17.5. Suspension: County reserves the right to suspend Contractor's performance and payments under this Agreement immediately upon notice delivered to Contractor's designated agent in order to investigate Contractor's activities and compliance with this Agreement. In the event of an investigation by County, Contractor will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within 45 days, whichever is sooner, Contractor will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

18. NOTICE.

- 18.1. Contractor must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within 15 days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.
- 18.2. Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

County:

Director
Pima County Community & Workforce Development
2797 E. Ajo Way
Tucson, AZ 85713

Contractor:

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

20. OTHER DOCUMENTS.

- 20.1. In entering into this Agreement, Contractor and County have relied upon information provided in Contractor's response to the County's solicitation for Workforce Program services RFP-CWD-2020-02-TA.
- 20.2. The documents set forth in Paragraph 20.1 are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Contractor will promptly bring any provisions which Contractor believes are inconsistent to County's attention, and County will provide Contractor with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

21. REMEDIES. Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

22. SEVERABILITY. Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

23. BOOKS AND RECORDS.

- 23.1. Contractor must keep and maintain proper and complete books, records and accounts, which must be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- 23.2. Contractor must retain all records relating to this agreement at least five years after Contractor submits its single or last expenditure report or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 5-year period, whichever is later.

24. AUDIT REQUIREMENTS

- 24.1. Contractor will:
- 24.1.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
- 24.1.2. **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement.** The accounting must record all expenditures which are used to support invoices and requests for payment from County.
- 24.1.3. Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
- 24.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 24.1.5. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 24.1.6. Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six months of completion of the audit required pursuant to this Section 24, unless a different time is

specified by County. The audit submitted must include Contractor responses, if any, concerning any audit findings.

24.1.7. Pay all costs for any audit required or requested pursuant to this Section 24, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the Contractor grant budget approved by County.

24.2. Contractor status:

24.2.1. If Contractor is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Contractor will comply with the applicable audit requirements set forth in A.R.S. §11-624, "Audit of Non-Profit Corporations Receiving County Monies."

24.2.2. If Contractor meets or exceeds the single audit threshold set forth in 2 CFR Part 200, Contractor will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within 90 days following the end of Contractor's fiscal year.

24.3. Contractor must timely submit the required or requested audit(s) to:

Director
Community & Workforce Development
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

- 25. COPYRIGHT.** Neither, Contractor nor its officers, agents or employees will copyright any materials or products developed through contracted services provided or contracted expenditures made under this Agreement without prior written approval by County. Upon approval, County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.
- 26. NO JOINT VENTURE.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between Contractor and any County employees, or between Contractor and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 27. NO THIRD PARTY BENEFICIARIES.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 28. PROPERTY OF THE COUNTY.**
- 28.1. Contractor is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of County.
- 28.2. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of County. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor will not use or release these materials without the prior written consent of County.

- 29. DISPOSAL OF PROPERTY.** Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.
- 30. COORDINATION WITH AWARDING AGENCY.** On matters relating to the administration of this Agreement, County will be Contractor's contact with all Federal, State and local agencies that provide funding for this Agreement.
- 31. ACCOUNTABILITY.** To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the State of Arizona, the U.S. Department Housing and Urban Development and the Comptroller of the United States will at all reasonable times have the right of access to Contractor's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Contractor's performance and Contractor's compliance with this Agreement. This provision must be included in all contracts between Contractor and its subcontractors providing goods or services pursuant to this Agreement. Contractor will be responsible for subcontractors' compliance with this provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with this provision.
- 32. PUBLIC INFORMATION.**
- 32.1. Disclosure. Pursuant to Arizona Public Records law, 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 an award of this Agreement, 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.
- 32.2. Records Marked Confidential; Notice and Protective Order.
- 32.2.1. If Contractor reasonably believes that some of the records described in paragraph 32.1 above contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL."
- 32.2.2. In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Contractor of the request as soon as reasonably possible.
- 32.2.3. County will release the records ten business days after the date of that notice provided pursuant to paragraph 32.2.2, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records.
- 32.2.4. 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.
- 33. ELIGIBILITY FOR PUBLIC BENEFITS.** Contractor will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, and any Federal sponsoring agency requirements, which are hereby incorporated as provisions of this Agreement.
- 34. 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 Agreement has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement 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.

35. LEGAL ARIZONA WORKERS ACT COMPLIANCE.

- 35.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Agreement 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 agreement likewise complies with the State and Federal Immigration Laws.
- 35.2. Books and Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 35.3. Remedies for Breach of Warranty. Any breach of Contractor's, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 35, is a material breach of this Agreement subjecting Contractor to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 35.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 35 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

36. ENTIRE AGREEMENT.

- 36.1. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and supersedes all prior or contemporaneous agreements and understandings, oral or written.
- 36.2. No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreements are unofficial information and in no way binding upon County.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

PIMA COUNTY:

AWARDEE:

Mary Jo Furphy, Procurement Director

Authorized Officer Signature

Date:

Printed Name and Title

ATTEST:

Date:

Clerk of the Board Date:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Deputy County Attorney

Director, Community & Workforce Development

Date:

Date:

EXHIBIT A**1. PROGRAM OVERVIEW.**

- 1.1. Contractor will provide County with assistance in the interpretation and implementation of federal and states rules, regulations, and policies under the federal Workforce Innovation and Opportunities Act (“WIOA”), P.L. 113-128 to increase the economic and employment opportunities of Pima County residents.
- 1.2. Contractor will assist the Workforce Investment Board (“WIB”) in developing strategies to meet WIB responsibilities under WIOA.
- 1.3. Contractor will assist Pima County’s Community & Workforce Development (“CWD”) in grant writing, strategic planning, research and project evaluations.

2. PROGRAM ACTIVITIES – Contractor will work with County staff in the area of workforce and community development as follows:

- 2.1. Review the structure and duties of WIB committees and recommend appropriate practices for effective meetings and results.
- 2.2. Develop partnerships, and leverage various funding sources, among local communities in Pima County, Pima Community College and workforce stakeholders to develop Partnerships and leverage various funding sources.
- 2.3. Facilitate and develop Strategic Plans for projects as determined by CWD Director.
- 2.4. Research and provide reports on:
 - 2.4.1. Best practices for providing services to job seekers and employers.
 - 2.4.2. Best practices for recruiting, retaining, and transitioning of Out-of-School Youth into the workforce.
 - 2.4.3. Potential grant opportunities.
- 2.5. Prepare and deliver technical assistance and group training to community advisory groups, County management and staff, the WIB, and subcontractors.
- 2.6. Evaluate federal and state legislation and policies related to workforce development and make recommendations regarding program implementation and service delivery.
- 2.7. Assist in collaborative efforts between workforce development partners, including those in other Counties.
- 2.8. Upon request, work with federal and state agencies to assure the successful implementation of Pima County programs.
- 2.9. Assist with other projects as requested by the CWD Director.

3. OUTCOME/GOALS.

- 3.1. Provide best practices for WIB committee structures and duties.
- 3.2. Interpret state policies for Local One-Stop Delivery System service delivery mandates and changes.
- 3.3. Research best practices for partnerships to provide workforce development services to under-resourced populations.

4. BUDGET.

Budget Item	Funding Source	Amount allocated for January 1, 2021 – December 31, 2021
	WIOA - Adult	

Group trainings, workshops and/or focus groups	WIOA – Dislocated Worker	
	WIOA - Youth	
Research, analysis, and preparation of reports	Pima County General Funds	
TOTAL		

5. **REPORTS.** By the tenth working day of each month, Contractor will provide County with a written report of work done pursuant to this Contract. The reports must include, but are not limited to: findings, recommendations, hours worked, and groups, communities, partners and stakeholders contacted.

END OF EXHIBIT A