



Contract Number: MA-CS-14 \* 25  
Effective Date: 7-1-13  
Term Date: 7-31-14  
Cost: \$103,099.70  
Revenue: \_\_\_\_\_  
Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
Action  
Renewal By: 5-1-14  
Term: 7-31-14  
Reviewed by: jt

## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: August 6, 2013 - ADDENDUM

### **ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

Goodwill Industries of Southern Arizona "Contractor" to provide workshops that assist individuals prepare for the workforce or training.

CONTRACT NUMBER (If applicable): MA-CS-14-25

### **STAFF RECOMMENDATION(S):**

To be approved by Board of Supervisors.

CORPORATE HEADQUARTERS: \_\_\_\_\_

To: CHH - 7-25-13  
CoB - 8-1-13  
Agenda 8-6-13  
Addendum (2)

JUL 26 10 26 PM 2013

Procure Dept 07/25/13 PM 02:18

**CLERK OF BOARD USE ONLY: BOX M.G.**

**ITEM NO.**

**PIMA COUNTY COST:** \$ 103,093.10

**and/or REVENUE TO PIMA COUNTY:** \$ N/A

**FUNDING SOURCE(S):** U.S. Department of Labor, Arizona Dept. of Economic Security workforce Investment Act (WIA) grant funds (expenditure determined by client eligibility)

**Advertised Public Hearing:**

		YES	X	NO
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**Board of Supervisors District:**

1		2		3		4		5		All	XX
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**IMPACT:**

**IF APPROVED:**

With the assistance of the Contractor, Pima County will be able to provide workshops that assist individuals prepare for the workforce.

**IF DENIED:**

Without the assistance of the Contractor, workforce development may be jeopardized.

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**DEPARTMENT NAME:** Community Services

**CONTACT PERSON:** Rise Hart

**TELEPHONE NO.:** 14-6766

CONTRACT	
NO. <u>MP-CS-1400000000000000000025</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

Project Name:	Workshops	contract.
Contractor:	Goodwill Industries of Southern Arizona, Inc. 1940 E. Silverlake Rd., Suite 405 Tucson, AZ 85713 (520) 623-5174 Fax 623-8528	
Amount:	\$103,093.10	
Contract Term:	July 1, 2013 through June 30, 2014	
Funding:	United States Department of Labor, Arizona Department of Economic Security, and Pima County	

This Contract is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and Goodwill Industries of Southern Arizona, Inc. ("Contractor"), a non-profit corporation in the State of Arizona.

WHEREAS, County receives funds from federal, state and local sources to operate the One Stop Career Center System local workforce program; and

WHEREAS, pursuant to A.R.S. § 11-254.04, County may appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the County inhabitants; and

WHEREAS, County finds that the provision of workforce development services is in the best interest of the residents of the County and therefore, requires the services of a Contractor qualified to provide such services to local residents; and

WHEREAS, County's Workforce Investment Board ("WIB") solicited Requests For Proposals for ("RFP") of workforce development workshop services under Pima County RFP No. CSET-WS-2011-02-03; and

WHEREAS, Contractor has specialized training and expertise in providing workforce development workshops and has submitted an advantageous response to the County's RFP to provide workforce development services.

NOW, THEREFORE, the parties agree as follows:

## ARTICLE I – TERM/EXTENSION

- A. This Contract, as awarded by County, shall commence on July 1, 2013, and shall terminate on July 31, 2014, unless sooner terminated or further extended pursuant to the provisions of this Contract. The County shall have the option to renew this Contract for up to two (2) 12-month periods or any portion thereof.
- B. The **Performance Period** of this Contract shall be **from July 1, 2013 through June 30, 2014**, unless sooner terminated or further extended pursuant to the provisions of this Contract.

- C. Any modification or extension of the contract termination date shall be by formal written amendment executed by the parties hereto.
- D. Amendments to the Contract must be approved by the County, as required by the Pima County Procurement Code, before any services under the amendment commences.

## **ARTICLE II – SCOPE OF SERVICES**

- A. This Contract establishes the terms and conditions under which Contractor will provide County with services in accordance with this Contract and the attached **Exhibit A**.
- B. Contractor shall employ suitably trained and skilled personnel to perform all services under this Contract.
- C. Contractor shall perform its duties under this Contract in a humane and respectful manner and in accordance with any applicable professional standards. Contractor shall obtain and maintain all applicable licenses, permits and authority required for its performance under this Contract.
- D. Unless otherwise provided for herein, the personnel delivering Contract services shall be employees or volunteers of the Contractor and shall satisfy any qualifications and carry out any duties set forth in this Contract and shall be covered by personnel policies and practices of Contractor. Contractor's employees shall not be considered officers, employees or agents of the County. Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract for commission, percentage, brokerage or contingent fee except a bona fide employee maintained by the Contractor to secure business.
- E. County may require Contractor to attend relevant meetings. Contractor shall ensure the attendance at such meeting of persons performing services under this Contract when the County provides reasonable notice.
- F. No program funded under this Contract shall impair existing contracts 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.

## **ARTICLE III – COMPENSATION AND PAYMENT**

- A. **In consideration for the goods and services specified in this Contract, County agrees to pay Contractor in an amount not to exceed \$103,093.10.** Costs for services will be as set forth in **Exhibit A**.
- B. Funding is from United States Department of Labor (DOL), Arizona (AZ) Department of Economic Security (DES), and other workforce fund source(s) obtained by County.
- C. Request for payments must be submitted to the County are due by the 5<sup>th</sup> working day of each month for the previous month of services on invoices approved and signed by an authorized representative of the Contractor. Invoices must be:
  - 1. For services and costs as identified in Exhibit A and must reference this contract number.
  - 2. Supportable by documentation which Contractor shall provide to County upon request.
  - 3. Verifiable by County representative.
  - 4. Only for a properly enrolled, eligible, and documented One Stop participant(s). (County shall determine the eligibility of each program participant.)
  - 5. Only for authorized expenses which are not paid or reimbursed by another Federal or grant revenue source. Contractor shall report to the County all other fiscal resources applied to expenses incurred in providing services under this Contract.

- D. **FINAL REQUEST FOR PAYMENT** for compensation earned and/or costs incurred shall be submitted to the County within two (2) weeks **after end of date of Performance Period**, on invoices approved and signed by an authorized representative of the Contractor, in accordance to requirements above.
- E. Changes between budget line items totaling:
1. LESS than 15% of the total budget amount may be granted by and at the sole discretion of the County Community Services, Employment and Training (CSET) Department Director or designee following Contractor's submission of a written request provided that any proposed increase is offset by a decrease of equal value to the remaining line items; and there is no increase or decrease to the total operating budget; and
  2. MORE than 15% of the total budget requires a contract amendment.
  3. The change shall only become effective when approved and is effective on the date of the written authorization provided by the CSET Director or designee.
- F. For payments to be issued to Contractor, Contractor must: (1) Complete and submit a W-9 Taxpayer Identification Number form (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>), (2) Register as a Pima County Vendor (<https://secure.pima.gov/procurement/vramp/login.aspx>), and, (3) Fully execute a Contract with Pima County.
- G. Payment by County will generally occur thirty (30) days from the date of invoice. Contractor should budget their cash needs accordingly.
- H. County may advance funds allocated under this Contract only if the CSET Director or designee finds that the advance is justified by extraordinary circumstances. Contractor's report of cumulative and projected expenditures and earnings in performance of this Contract, which must be verified by County staff, shall accompany and support Contractor's advance request. Advance payments are a debt of the Contractor to County. County shall not pay for activities and expenditures billed by Contractor under this Contract until the total amount payable by County exceeds the amount of outstanding advance payments. Unless, within thirty days after an advance payment, activities and expenditures billed by Contractor and payable by County under this Contract equal or exceed the amount of the advance payment, Contractor shall immediately repay the difference to County.
- I. Within 30 days of a request from County, Contractor shall submit to the County the portion of any payment, which exceeds the amount owed under this Contract, except as provided in paragraph H above.
- J. To the extent applicable to the funding provided under this Contract, Contractor must comply with the provisions of 29 CFR Part 97.25 -- Program Income.
- K. Disallowed Charges or Cost principles shall be as follows:
1. The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6(e), (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Contract provisions which provide for the reimbursements of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.
  2. Contractor shall reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.
- L. In the event, any state or federal grant monies used to pay for performance under this Contract are either reduced or withdrawn, County shall have the right to either reduce the services to be provided and the total dollar amount payable under this Contract or terminate the Contract. To

the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County shall 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 shall be payment for services rendered prior to the date of termination to the extent that grant funds are available.

- M. For the period of record retention required under **Article XXI – Books and Records**, County reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

#### **ARTICLE IV – INSURANCE**

- A. Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- B. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

- a. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

i. General Aggregate	\$2,000,000
ii. Products – Completed Operations Aggregate	\$1,000,000
iii. Personal and Advertising Injury	\$1,000,000
iv. Blanket Contractual Liability – Written and Oral	\$1,000,000
v. Fire Legal Liability	\$ 50,000
vi. Each Occurrence	\$1,000,000

- b. The policy shall be endorsed to **include coverage for sexual abuse and molestation**.

- c. The policy shall be endorsed to include the following additional insured language: **“Pima County is named an additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”**.

- d. Policy shall contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

- a. Combined Single Limit (CSL) \$1,000,000

- i. The policy shall be endorsed to include the following additional insured language: **“Pima County is named an additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”**.

- ii. Policy shall contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions and its officers, officials,

agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Worker's Compensation and Employers' Liability**

- |  |              |
|--|--------------|
| a. Workers' Compensation   | Statutory    |
| b. Employers' Liability:   |              |
| i. Each Accident   | \$ 500,000   |
| ii. Disease – Each Employee  | \$ 500,000   |
| iii. Disease – Policy Limit  | \$ 1,000,000 |
| c. Policy shall contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. |              |
| d. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.        |              |

- C. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:
1. Pima County, wherever additional insured status is required, shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- D. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Pima County. Such notice shall be sent directly to the **Department Director, Arthur Eckstrom, 2797 E. Ajo Way, Tucson, Az. 85713** and shall be sent by certified mail, return receipt requested. The Project Name/Contract Number and project description shall be noted on the Certificate of Insurance.
- E. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency. All Certificates of Insurance are to be received and approved by Pima County before work commences.

**ARTICLE V – INDEMNIFICATION**

- A. Contractor shall 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 the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.
- B. Contractor warrants that all products and services provided under this Contract are non-infringing. Contractor will indemnify, defend and hold Indemnitees 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.

#### **ARTICLE VI – COMPLIANCE WITH LAWS**

- A. Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.
- B. In addition, Contractor, as Subgrantee, warrants compliance with all applicable laws, regulations, requirements and special provisions, in carrying out its obligations pursuant to this Contract, as set forth in Exhibit B, Subgrantee's Warranties.

#### **ARTICLE VII – INDEPENDENT CONTRACTOR**

The status of Contractor shall be that of an independent contractor. Neither, Contractor nor Contractor's officer agents, or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for its program development, operation, and performance.

#### **ARTICLE VIII – SUBCONTRACTOR**

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 shall 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.

#### **ARTICLE IX – ASSIGNMENT**

Contractor shall not assign its rights to this Contract in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of the County, provided that such approval shall not be unreasonably withheld.

#### **ARTICLE X – NON-DISCRIMINATION**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website [http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall 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.



## **ARTICLE XI – AMERICANS WITH DISABILITIES ACT**

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 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 shall 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 Contract.

## **ARTICLE XII – AUTHORITY TO CONTRACT**

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

## **ARTICLE XIII – 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 this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall 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 shall not be construed as an accord and satisfaction.

## **ARTICLE XIV – CANCELLATION FOR CONFLICT OF INTEREST**

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511 the pertinent provisions of which are incorporated into this Contract by reference. In addition, Contractor agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations that govern specific funding sources identified in the contract, including, but not limited to, those governing nepotism.

## **ARTICLE XVI – TERMINATION FOR CONVENIENCE**

- A. County reserves the right to terminate this Contract at any time and without cause by serving upon Contractor thirty (30) days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Contractor shall be payment for services rendered prior to the date of termination.
- B. Notwithstanding any other provision in this Contract, this Contract 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 Contract. In the event of such termination, County shall have no further obligation to Contractor, other than for services rendered prior to termination.

## **ARTICLE XVI – NOTICE**

- A. Contractor shall give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen 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.

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

**County:**

Arthur Eckstrom, Director  
Pima County Community Services  
2797 E. Ajo Way  
Tucson, AZ 85713

**Contractor:**

Ernesto Urias  
SER-Jobs for Progress of Southern Arizona  
40 West 28<sup>th</sup> Street  
Tucson, AZ 85713

**ARTICLE XVII – NON-EXCLUSIVE CONTRACT**

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

**ARTICLE XVIII – OTHER DOCUMENTS**

Contractor and County in entering into this Contract have relied upon information provided in the Pima County Solicitation RFP No. RFP-CSET-WF-2012/2013 including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Contractor's Proposal and on other information and documents submitted by the Contractor in its' response to said Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**ARTICLE XIX – REMEDIES**

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

**ARTICLE XX – SEVERABILITY**

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

**ARTICLE XXI – BOOKS AND RECORDS**

- A. Contractor shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of County, whichever is later.
- B. In addition, Contractor shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

## **ARTICLE XXII – AUDIT REQUIREMENTS**

### **A. Contractor shall:**

1. Establish and maintain a separate, identifiable accounting of all funds provided by County pursuant to this Contract. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
2. Establish and maintain accounting records which identify the source and application of any funds not provided under this Contract used to support these Contract activities.
3. All accounting records must meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
4. 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.
5. Assure that any audit conducted pursuant to this Contract is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Article, unless a different time is specified by County. The audit submitted must include Contractor responses, if any, concerning any audit findings.
6. Pay all costs for any audit required or requested pursuant to this Article, unless the cost is allowable for payment with the grant funds provided pursuant to this Contract under the appropriate federal or state grant law and the cost was specifically included in the Contractor grant budget approved by County.
7. County audit requirements applicable to all contracts are as follows:
  - a. If total expenditures are GREATER than \$100,000, but less than \$500,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required annually.
  - b. If total expenditures are LESS than \$100,000, but at least \$50,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required bi-annually.
  - c. Agencies with total expenditures LESS than \$50,000 do not have an annual federal audit requirement.
8. Timely submit the required or requested audit(s) to:

Arthur Eckstrom, Director  
Community Services, Employment & Training Dept.  
2797 E. Ajo Way, 3<sup>rd</sup> Floor  
Tucson, AZ 85713

- B. If Contractor is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Contractor shall comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."
- C. If Contractor is a government entity, Contractor shall comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Contractor's fiscal year.
- D. If Contractor is receiving federal funds under this Contract, and Contractor is a state or local government or non-profit organization, Contractor shall provide an annual audit which complies with the requirements of the most recent version of OMB Circular A-133 "Audits of State and Local Governments and Non-Profit Organizations."

### **ARTICLE XXIII – CONFIDENTIALITY**

Contractor shall maintain all client and applicant files confidential and shall provide access to these files only to persons properly authorized. Contractor shall 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 contract services.

### **ARTICLE XXIV – COPYRIGHT**

Neither, Contractor nor its officers, agents or employees shall copyright any materials or products developed through contract services provided or contract expenditures made under this Contract without prior written approval by the County. Upon approval, the County shall have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

### **ARTICLE XXV – PROPERTY OF THE COUNTY**

- A. Contractor is not the agent of County for any purpose and shall not purchase any materials, equipment or supplies on the credit of the County. Contractor shall comply with OMB Circular No. A-122, "Cost Principals for Non-Profit Organizations" (if Contractor is a non-profit corporation), OMB Circular No. A-110, and other applicable regulations.
- B. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the County.

### **ARTICLE XXVI – COORDINATION**

On matters relating to the administration of this Contract, County shall be Contractor's contact with all Federal, State and local agencies that provide funding for this Contract.

### **ARTICLE XXVII – 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 of Labor, and the Comptroller of the United States shall at all reasonable times have the right of access to Contractor's facility, books, documents, papers, or other records which are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Contractor's performance and Contractor's compliance with this Contract. This provision shall be included in all contracts between Contractor and its subcontractors providing goods or services pursuant to this Contract. Contractor shall 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.

### **ARTICLE XXVIII – PUBLIC INFORMATION**

- A. Pursuant to A.R.S. § 39-121 *et seq.*, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and, upon request, is subject to release and/or review by the general public including competitors.

- B. Any records submitted in response to this solicitation that respondent believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.
- C. Notwithstanding the above provisions, in the event records marked "CONFIDENTIAL" are requested for public release pursuant to A.R.S. § 39-121 *et seq.*, County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.
- D. County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

#### **ARTICLE XXIX – LEGAL ARIZONA WORKERS ACT COMPLIANCE**

- A. 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 shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.
- B. County shall have 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.
- C. 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, shall be deemed to be 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 shall 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, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.
- D. Contractor shall advise each subcontractor of County's rights, and the Subcontractor's obligations, under this Article 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."

- E. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article 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 shall be deemed

excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

### ARTICLE XXX – ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

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

#### **PIMA COUNTY**

N/A  
Procurement Director

\_\_\_\_\_  
Date

#### **APPROVED AS TO CONTENT**

Charles Lang  
Community Services, Employment  
& Training Director

#### **APPROVED AS TO FORM**

Karen S. Friar  
Karen S. Friar, Deputy County Attorney

PIMA COUNTY

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

\_\_\_\_\_  
DATE

ATTEST

\_\_\_\_\_  
Clerk, Board of Supervisors

#### **CONTRACTOR**

Suzanne Lawder  
Authorized Officer Signature

SUZANNE LAWDER  
Please print name

PRESIDENT / CEO  
Title

7-22-13  
Date

## **EXHIBIT A**

### **SCOPE OF WORK**

**WORK STATEMENT NO: 01**

**Program Title: Employability Skills Workshop**

#### **A. PROGRAM OVERVIEW**

Contractor shall present workshops to One Stop participants to help them obtain employment.

#### **B. PROGRAM ACTIVITIES**

1. Contractor shall:
  - a. Provide a 16 hour workshop of employability skills to each participant referred by the One Stop following the curriculum outlined in contractor's response to RFP WS-2011-02-03.
  - b. Workshop size shall be a minimum of 10 participants, unless otherwise authorized by County Training Department Supervisor or designee.
  - c. In the event that attendance at the first class of a scheduled workshop is less than 8 individuals, provide only one 2-hour orientation class and inform participants that they will have priority for the next scheduled workshop.
  - d. Provide County Training Department Supervisor with an evaluation measuring a participant's level of satisfaction with the workshop.
  - e. Enter participant attendance, as well as class participation or notable behaviors, into the Participant Tracking System.
  - f. Meet with County Training Department Supervisor each quarter, or as needed, to evaluate the curriculum in terms of client needs and technological changes. Curriculum may be modified upon written agreement of County and Contractor.
2. County shall:
  - a. Prepare workshop schedules two (2) to four (4) weeks in advance.
  - b. When possible, notify Contractor of a class cancellation at least 24 hours prior to the start date of the class.
  - c. Provide referrals for and schedule clients into class.
  - d. Provide space and equipment for class.
  - e. Hold a quarterly meeting, or as needed, with Contractor to evaluate curriculum and emergent client needs.

#### **C. PROGRAM LOCATION**

County One Stop locations and/or other sites arranged by the County One Stop.

#### **D. TARGET POPULATION**

County One Stop participants

## **E. BUDGET**

1. Contractor shall be paid on a Unit Cost basis of \$55.13 for a delivered hour of instruction in metropolitan Pima County for a maximum of 1,560 hours.
2. Payments to Contractor for this Work Statement No. 1 shall not to exceed **\$86,002.80**.

## **F. REPORTING**

Contractor shall report the following program information to County Training Department Supervisor:

- a. Attendance list of participants, including the name of the WDS who referred the individual and the funding source for the participant as specified by WDS.
- b. Completion results.
- c. Evaluation of participant satisfaction.
- d. Skill-attainment results including copy of student's skill-attainment certificate with achievement date.

### **WORK STATEMENT NO: 02**

**PROGRAM: Basic Computer Skills Workshops**

## **A. PROGRAM OVERVIEW**

Contractor shall provide basic computer skills training to participants referred by the County One-Stop Center.

## **B. PROGRAM GOALS**

Help people with little or no experience with computers to search for employment in today's digital environment.

## **C. PROGRAM ACTIVITIES**

1. Contractor shall:
  - a. Provide 20 hours of instruction to each participant referred from One Stop staff following the curriculum outline proposed in contractor's response to County RFP WS-2011-02-03.
  - b. Provide County Training Department Supervisor with pre- and post-test results at the completion of each class.
  - c. Workshop size shall be a minimum of 10 participants, unless otherwise authorized by County Training Department Supervisor or designee.
  - d. In the event that attendance at the first class of a scheduled workshop is less than 8 individuals, provide only one 2-hour orientation class and inform participants that they will have priority for the next scheduled workshop.
  - e. Enter participant attendance, as well as class participation or notable behaviors, into the Participant Tracking System.



- f. Meet with County Training Department Supervisor each quarter, or as needed, to evaluate the curriculum in terms of client needs, pre-completion and post-completion test results, and changes in technology. Curriculum may be modified upon written agreement of County and Contractor.

2. County shall:

- a. Prepare class schedules two (2) weeks in advance.
- b. When possible, notify Contractor of a class cancellation at least 24 hours prior to the start date of the class.
- c. Provide referrals for class and schedule clients to take the class.
- d. Provide space and equipment for class.
- e. Meet with Contractor at least quarterly to evaluate curriculum and emergent client needs.

**D. PROGRAM LOCATION**

1. County One Stop locations (Kino Service Center and Rio Nuevo),
2. Las Artes (23 W. 27<sup>th</sup>, Tucson, AZ 85713), and
3. Other sites arranged by the County One Stop.

**E. TARGET POPULATION**

County One Stop participants

**F. OUTCOMES**

1. 90% of the participants enrolled will successfully complete 90% of the 20 classroom hours and 90% of all assignments.
2. Participants shall increase skills by at least 85% as measured by pre-completion and post-completion test results.

**G. REPORTING** Contractor shall report the following program information to County Workshop Supervisor:

1. Attendance list of participants, including the name of the WDS who referred the individual and the funding source for the participant as specified by WDS.
2. Completion results.
3. Results of the pre-completion and post-completion test results for each participant.
4. Skill-attainment results including copy of student's skill-attainment certificate with achievement date.

## **H. BUDGET**

1. Contractor shall be paid on a Unit Cost basis of \$55.13 for a delivered hour of instruction in metropolitan Pima County for a maximum of 180 hours.
2. Payments to Contractor for this Work Statement No. 2 shall not to exceed **\$9,923.40**.

## **WORK STATEMENT NO: 03**

**Program Title: Career Exploration Skills Workshop**

**Payment Type: Unit Cost**

## **A. PROGRAM OVERVIEW**

Contractor shall present workshops to One Stop participants to help them obtain employment.

## **B. PROGRAM ACTIVITIES**

1. Contractor shall:
  - a. Provide up to 12 hours of employability skills instruction to participants referred from the Pima County One Stop Staff following the curriculum outlined in contractor's response to County RFP WS-2011-02-03.
  - b. Workshop size shall be a minimum of 10 participants, unless otherwise authorized by Training Department Supervisor or designee.
  - c. In the event that attendance at the first class of a scheduled workshop is less than 8 individuals, provide only one 2-hour orientation class and inform participants that they will have priority for the next scheduled workshop.
  - d. Provide County Training Department Supervisor with an evaluation measuring a participant's level of satisfaction.
  - e. Enter participant attendance, as well as class participation or notable behaviors into the Participant Tracking System.
  - f. Meet with County Training Department Supervisor each quarter to evaluate the curriculum in terms of client needs and technological changes. Curriculum may be modified upon written agreement of County and Contractor.
2. County shall:
  - a. Prepare class schedules two (2) to four (4) weeks in advance.
  - b. When possible, notify Contractor of a class cancellation at least 24 hours prior to the start date of the class.
  - c. Provide referrals for class and schedule clients to take the class.
  - d. Provide space and equipment for class.
  - e. Meet with Contractor at least quarterly to evaluate curriculum and emergent client needs.

## **C. PROGRAM LOCATION**

County One Stop locations and other sites arranged by the County One Stop

**D. TARGET POPULATION**

County One Stop participants

**E. BUDGET**

1. Contractor shall be paid on a Unit Cost basis of \$55.13 for a delivered hour of instruction in metropolitan Pima County for a maximum of 130 hours.
2. Payments to Contractor for this Work Statement No. 3 shall not to exceed **\$7,166.90**.

**I. REPORTING** Contractor shall report the following program information to County Workshop Supervisor:

1. Attendance list of participants, including the name of the WDS who referred the individual and the funding source for the participant as specified by WDS.
2. Completion results.
  1. Evaluation measuring a participant's level of satisfaction.
  2. Skill-attainment results including copy of student's skill-attainment certificate with achievement date.

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## EXHIBIT B – SUBGRANTEE’S WARRANTIES

Contractor certifies, as evidenced by the signature (initials), that in carrying out its obligations pursuant to this Contract, it shall comply with applicable laws, regulations, requirements and special provisions, as follows:

1. OMB Circular A-122, Cost Principles for Non-Profit Organizations
2. 29 CFR Part 96 and 99, Single Audit Act
3. 29 CFR Part 95, Uniform Administrative Requirements for Institutions of Higher Education, Hospitals, and other Non-Profit Organizations
4. Arizona Department of Economic Security Special Terms and Conditions
5. Workforce Investment Act, P.L. 105-220, and regulations adopted pursuant to that Act, including 20 CFR Part 652, et al, and
6. Wagner-Peyser Act
7. Child labor laws, including, but not limited to A.R.S. § 23-230 *et seq*, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
8. Fingerprinting, including but not limited to A.R.S. § 46-141, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
9. Background Checks for Employment including but not limited to A.R.S. § 8-804, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
10. Debarment and Suspension; Drug Free Workplace, pursuant to 29 CFR Part 98: Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
11. Lobbying Certification pursuant to 29 CFR Part 93: Contractor certifies that no federal funds have been paid or will be paid, by or on behalf of the contractor to any person or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
12. Nondiscrimination and Equal Opportunity Requirements pursuant to 29 CFR Parts 30, 31, 32, 33, 34, 36 and 37.
13. Contractor certifies that no funds provided pursuant to this Contract shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office. No funds provided pursuant to this Contract shall be used to transport voters or prospective voters to and from the polls or render similar assistance in connection with any such election or any voter registration activity.
14. Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
15. CLEAN AIR ACT & CLEAN WATER ACT: As the Contractor you must be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368)
16. ENERGY POLICY AND CONSERVATION ACT: Contractor must adhere to the standards and policies relating to energy efficiency; which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).

17. COPELAND "ANTI-KICKBACK" ACT: Contractor is expected to comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in the Department of Labor regulations (29 CFR part 3). In as such this regulation applies to all contracts and sub grants for construction or repair.
18. DAVIS-BACON ACT: Contractor must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.