



PIMA COUNTY

MASTER AGREEMENT

PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION**

Master Agreement No: 2200000000000000061

MA Version: 1

Page: 7 of 12

Description: Professional Workforce Staffing Services

I S S U E R	Pima County Procurement Department
	150 W. Congress St. 5th Fl
	Tucson AZ 85701
	Issued By: BRANDON MORGAN
	Phone: 5207249510
	Email: brandon.morgan@pima.gov

T E R M S	Initiation Date: 01-01-2022
	Expiration Date: 12-31-2022
	NTE Amount:
	Used Amount: \$0.00

V E N D O R	DOROTHY KRET & ASSOCIATES INC	Contact: Betty Seery
	1502 E Broadway Blvd	Phone: 520-790-7677
	Tucson AZ 85719	Email: bseery@dkajobs.com
		Terms: 1.00 %
		Days: 10

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$8,000,000.00 and includes (4) one-year renewal options.	
Attachment: Offer Agreement.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 2200000000000000061

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Line	Description					
1	Intake Specialist I Discount 0.0000 %	UOM HOUR	Unit Price \$34.56	Stock Code	VPN	MPN
2	Intake Specialist II Discount 0.0000 %	UOM HOUR	Unit Price \$37.56	Stock Code	VPN	MPN
3	Intake Specialist III Discount 0.0000 %	UOM HOUR	Unit Price \$40.49	Stock Code	VPN	MPN
4	Program Specialist I Discount 0.0000 %	UOM HOUR	Unit Price \$37.53	Stock Code	VPN	MPN
5	Program Specialist II Discount 0.0000 %	UOM HOUR	Unit Price \$40.49	Stock Code	VPN	MPN
6	Program Specialist III Discount 0.0000 %	UOM HOUR	Unit Price \$43.45	Stock Code	VPN	MPN
7	Program Support Specialist I Discount 0.0000 %	UOM HOUR	Unit Price \$33.58	Stock Code	VPN	MPN
8	Program Support Specialist II Discount 0.0000 %	UOM HOUR	Unit Price \$36.54	Stock Code	VPN	MPN
9	Program Support Specialist III Discount 0.0000 %	UOM HOUR	Unit Price \$39.50	Stock Code	VPN	MPN
10	Office Support I Discount 0.0000 %	UOM HOUR	Unit Price \$30.61	Stock Code	VPN	MPN
11	Office Support II Discount 0.0000 %	UOM HOUR	Unit Price \$33.58	Stock Code	VPN	MPN
12	Office Support III Discount 0.0000 %	UOM HOUR	Unit Price \$36.54	Stock Code	VPN	MPN
13	Workforce Development Specialist I Discount 0.0000 %	UOM HOUR	Unit Price \$36.54	Stock Code	VPN	MPN
14	Workforce Development Specialist II Discount 0.0000 %	UOM HOUR	Unit Price \$39.50	Stock Code	VPN	MPN
15	Workforce Development Specialist III Discount 0.0000 %	UOM HOUR	Unit Price \$44.44	Stock Code	VPN	MPN

OFFER AGREEMENT**1. INTENT:**

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

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

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

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

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

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS:

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

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

3. CONTRACTOR MINIMUM QUALIFICATIONS:

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

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

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

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

5. OFFER ACCEPTANCE & ORDER RELEASES:

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

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

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

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF GOODS & SERVICES:

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

7. COMPENSATION & PAYMENT:

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

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

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

See Attachment A: Rates.

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

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

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

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

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

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

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

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

Optional Early Payment Discount Percent: _____ 1% if payment tendered within 10 Days as above.

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

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

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

8. DELIVERY:

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

9. TAXES, FEES, EXPENSES:

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

10. OTHER DOCUMENTS:

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

11. INSURANCE:

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

Minimum Scope and Limits of Insurance:

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

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

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

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

Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

Additional Insurance Requirements:

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

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

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

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

Notice of Cancellation:

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

Verification of Coverage:

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

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

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

Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

Approval and Modifications:

County's Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

Worker' Compensation Insurance – Waiver:

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

12. GRANT COMPLIANCE:

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

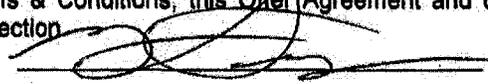
13. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:

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

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	9-14-2021	2	9-20-2021	3	9-28-2021

14. BID/OFFER CERTIFICATION:CONTRACTOR LEGAL NAME: Dorothy Kret & Associates, Inc.BUSINESS ALSO KNOWN AS: DKAMAILING ADDRESS: 1502 E Broadway Blvd.,CITY/STATE/ZIP: Tucson, AZ 85719REMIT TO ADDRESS: 1502 E Broadway Blvd.CITY/STATE/ZIP: Tucson, AZ 85719CONTACT PERSON NAME/TITLE: Betty Seery, Program DirectorPHONE: 520-790-7677FAX: 520-790-7786CONTACT PERSON EMAIL ADDRESS: bseery@dkajobs.comEMAIL ADDRESS FOR ORDERS & CONTRACTS: bseery@dkajobs.comCORPORATE HEADQUARTERS ADDRESS: 1502 E Broadway Blvd., Tucson, AZ 85719WEBSITE: www.dkajobs.com

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's ["Other Documents"] section.

SIGNATURE: DATE: 10-4-2021Betty Seery, Program Director

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 520-790-7677 bseery@dkajobs.com

County Attorney Contract Approval "As to Form".

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. OPENING:

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

2. EVALUATION:

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

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

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

3. AWARD NOTICE:

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

4. AWARD:

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

5. WAIVER:

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

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

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

7. INTERPRETATION AND APPLICABLE LAW:

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

8. WARRANTY:

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

9. QUANTITY:

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

10. PACKING:

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

11. DELIVERY:

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

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

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

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

12. SPECIFICATION CHANGES:

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

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

13. INSPECTION:

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

14. SHIPPING TERMS:

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

15. PAYMENT TERMS:

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

16. ACCEPTANCE OF MATERIALS AND SERVICES:

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

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

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

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

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the County MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled *County Cooperative Agreements – Authorized Agencies*.

20. PATENT INDEMNITY:

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

21. INDEMNIFICATION:

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

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

22. UNFAIR COMPETITION AND OTHER LAWS:

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

23. COMPLIANCE WITH LAWS:

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

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

24. ASSIGNMENT:

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

25. CANCELLATION FOR CONFLICT OF INTEREST:

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

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

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

28. PUBLIC RECORDS:

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential: Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

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

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

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

30. AMERICANS WITH DISABILITIES ACT:

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

31. NON-EXCLUSIVE:

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

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

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

34. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:

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

35. INDEPENDENT CONTRACTOR:

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

36. BOOK AND RECORDS:

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

37. COUNTERPARTS:

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

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

38. AUTHORITY TO CONTRACT:

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

39. FULL AND COMPLETE PERFORMANCE:

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

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

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

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

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

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

43. CONTROL OF DATA PROVIDED BY COUNTY:

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

44. ISRAEL BOYCOTT CERTIFICATION:

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

EXHIBIT B: MINIMUM QUALIFICATIONS VERIFICATION FORM (2 PAGES)OFFEROR'S NAME: Dorothy Kret & Associates, Inc.

In order for County to evaluate and consider proposals for award, they must be **Responsive and Responsible**. "**Responsive**" means that the submitted proposal documents conform in all material respects to the requirements in the solicitation. "**Responsible**" means that Offerors document and substantiate their capability to fully perform all requirements of the solicitation. Factors include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and any other matter necessary to provide the performance that the solicitation requires.

Offeror must certify that they possess the minimum qualifications contained herein. Offeror must provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate responsibility may be cause for County to reject the Offeror's proposal as **Non-Responsive and/or Non-Responsible**.

Offeror certifies that they possess the following minimum qualifications and will provide the requested documents that substantiate their satisfaction of the Minimum Qualifications.

ITEM NO	MINIMUM QUALIFICATIONS	COMPLIANCE YES/NO (SELECT ONE)	DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT
1	Contractor must have a minimum of three (3) consecutive years, including the current year, of providing Staffing Services.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Copy of Business License 1 Page
2	Contractor certifies that any and all employees and/or volunteers, assigned to this Pima County contract, have and will maintain current and active IVP fingerprint clearance cards issued through the AZDPS.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County reserves the right to request copies of cards for assigned staff at any time without notice
3	Contractor certifies that to its knowledge and belief, that it and its principals: <ul style="list-style-type: none"> • Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency • Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the following offenses: fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, 	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SAM Entity ID: <u>1483796881/OZBY8</u> Expiration Date: <u>02/02/2022</u>

	<p>forger, bribery, falsification or destruction of records, making false statements, or receiving stolen property.</p> <p>Contractor must have and maintain an active registration with System for Award Management (SAM). Website: https://sam.gov</p>		
<p>4</p>	<p>Contractor must have a current, active Data Universal Numbering System (D-U-N-S®) number for the purpose of receiving payment funded by federal monies.</p> <p>Website: https://importregistration.dnb.com/</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Current D-U-N-S® number: 791898617</p> <hr/> <p>Expiration Date: None</p>

SIGNATURE: 

DATE: 10/4/2021

Betty Seery, Program Director
 PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

END OF EXHIBIT B

EXHIBIT C: QUESTIONNAIRE (1 PAGE)

OFFEROR'S NAME: Dorothy Kret & Associates, Inc.

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

A. Cost (0 to 30 points)

Will be evaluated and scored by the Procurement Department.

B. Company Experience (0 to 35 points)

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

C. Methodology (0 to 30 points)

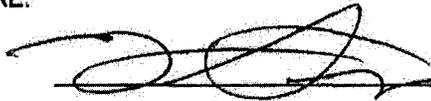
1. Describe best practices for working with vulnerable job seekers. (10)
2. How do you coordinate referral processes to achieve client goals? (10)
3. Provide written formal or informal procedures in place for recruitment, retention, and training of staff. (5)
4. Describe how you recruit and maintain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

D. Sustainability (0 to 5 points)

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

Type text here

SIGNATURE:



DATE: 10/4/2021

Betty Seery, Program Director

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

END OF EXHIBIT C

Questionnaire

B. Company Experience

1. *What types of skills, knowledge, and tools are utilized by organization/staff in order to offer seamless services, carry out activities that benefit customers/clients, and to serve a diverse population?*

Dorothy Kret & Associates, Inc. (DKA) provides a continuum of services for our clients which includes assessment of current strengths, weaknesses and barriers to employment, educational and employment experience, current capacity for work, type of work preferred and needs and resources to accomplish an employment goal. Once a service plan is determined clients have access to a wide range of employment services based on the SAMHSA best practices model. We emphasize employment as the goal and encourage rapid job placement to the extent the client is able. We provide work adjustment training for those who need time to adjust to a return to work and/or need to update their skills and improve their resume. They have a choice of jobs for which we will provide training and support while at the same time meeting regularly for job development services. We also provide classes in employability skills and personal development which includes a best practices recovery program, the "Wellness Recovery Action Plan". Clients can also increase their computer skills, from beginner to advanced user, in one-on-one classroom instruction, or web based through SkillSoft, the largest provider of on-line learning in the world. We assist clients in the development of resumes and cover letters and teach them the process of on-line job applications. We encourage teamwork by including the clients' outside and personal supports to participate in assisting the clients to achieve their goals. We hold regular ART (Adult Recovery Team) meetings with the clients' extended support network. Our job developers have established relationships with businesses that are known to support hiring of people with disabilities and other barriers to employment. DKA staff also participate in community events such as job fairs and invitations for presentations to businesses and service providers.

2. *Describe previous general organizational experience and past performance.*

For more than 30 years, through Federal, state, county, city and private contracts and programs, Dorothy Kret & Associates, Inc. (DKA) has successfully helped people with disabilities or barriers to employment obtain and maintain competitive jobs in the community or receive the education necessary to achieve their goals. Our experience includes serving individuals diagnosed as physically or developmentally disabled, with serious mental illness, hearing or visual impairments, learning disabilities, brain or back injuries and industrially injured workers. In addition, we have served Veterans, juvenile and adult offenders, welfare recipients, at-risk youth, people with substance abuse/addiction histories among others. We have contracted with Vocational Rehabilitation since 1983 for a wide range of employment services, including job development and placement, case management, work adjustment, supported employment, supported education, work exploration, transitional employment and computer education.

Below is a brief list of current and former contracts that DKA has successfully administered.

- Currently - Department of Economic Security, Rehabilitation Services Administration, Vocational Rehabilitation since 1983: Work Adjustment Training, Job Development and

Placement, Work Exploration, Supported Employment, Supported Education, case management, Transitional Employment and Job Training.

- Currently - State of Arizona, through the Regional Behavioral Health Authorities in Pima County - Cenpatico Integrated Care (formerly CPSA – Community Partnership of Southern Arizona), we are contracted to provide the continuum of vocational services to adults with serious mental illness. The strong relationships enjoyed by DKA in the mental health provider community and Vocational Rehabilitation will be used to your benefit. Our current contracts for Supported Employment Services are with Arizona Complete Health, Banner Health Care, United Health Care and American Indian Health Services. This program focuses on career exploration and educational possibilities through classes, workshops, short-term internships, volunteer opportunities, and informational interviews. Our placement rate of 46% in FY 20 exceeds the national average of 22% for people with mental illnesses.
- Department of Developmental Disabilities: Group Supported Employment, Individual Supported Employment, Supported Employment Aide
- Department of Education Projects with Industry, providing Job Development and Placement for disabled veterans through Project HERO (Hero's Employment and Rehab opportunities) served disabled veterans for 2 ½ years.
- Social Security Administration's HOPE, a four (4) year grant serving people who were homeless providing hands-on assistance with the Social Security benefits application process.
- Department of Labor Project PREP, serving those previously incarcerated under a two year grant providing Case Management, Job Development, and Vocational Training.
- Sixteen (16) year program with the U. S. Department of Education's Projects With Industry, through which we found jobs for minority youth with severe disabilities throughout the state of Arizona.
- From 1985 to 2012, DKA contracted with the Industrial Commission of Arizona to provide vocational rehabilitation services for industrially injured workers, referred by the Special Fund. This service provided assistance to injured workers for education and retraining in order to enable them to reenter the workforce with a career that is comparable to the work performed prior to the injury. Assistance included helping clients determine an appropriate education/training goal, registering for the program of their choice, following up to offer support as needed and assisting with job placement upon the completion of the education/training program.
- Currently, and most importantly, we have provided staff to the Pima County Arizona at Work One Stop for over 11 years. We currently staff two full time Workforce Development Specialists, one housed at the El Rio site and the other at the Kino Service Center site. We also provided staff for workshop instruction in computer skills and resume writing. In addition, for 20 years, DKA has contracted with Pima County to provide Work Adjustment Training through an agreement with the Pima County Department of Transportation. We provide staff to manage the digital conversion of all the Department of Transportation documents. Our staff members train DKA clients in the process of converting these documents into searchable digital copies going back to the founding of Pima County. This partnership provides cost savings to the county and work experience to clients seeking to enter/reenter the workforce. These specialized services have provided assistance to both job seekers with disabilities as well as the County through cost effective service provision. Additionally, we had a similar program on-site at the Pima County Attorney's office for more than 25 years providing clerical assistance. Our Workforce Development Specialists housed at Kino Service Center and El Rio served 280 clients, closed 150 clients and placed 120 of those closed for a placement rate of 80% and an average hourly wage of \$17.46.

3. *How many years has the organization been providing professional staffing services?*
DKA has been contracted with Pima County to provide staffing services for the past 11 years. We currently have 2 employees in the position of Workforce Development Specialists. We also provided staff for an on-call position as computer and resume writing instructor. Through a contract with the Pima County Department of Transportation we have provided staff for over 20 years to the Department of Transportation to provide document conversion and archiving services. We have also been providing employment services to people with disabilities for over 35 years assisting them in overcoming barriers to employment and preparing them to enter or reenter the workforce.
4. *Describe the functions of career planning, social and support services, behavioral health, and service to individuals with barriers to employment.*

As discussed above, DKA has been in the business of helping the marginalized in our community to prepare for and acquire employment for over 35 years. We have worked with people with all different types of disabilities, substance abuse histories, criminal histories, lack of education or reading skills, homelessness, and trauma histories.

In working with our clients, we use an employment first model based on the SAMHSA best practices model of care. This emphasizes the importance of rapid job placement with ongoing supports. Many of our clients benefit from additional programs such as work adjustment job training, skills classes such as computers, resume writing, interview skills, dealing with stress, communication skills, self-advocacy, online job search skills, and other personal development classes to improve independence and employability.

Career planning begins with an understanding of the client's short- and long-term goals. We then explore the client's professional and personal experience and how those experiences can translate into job skills. We offer self-assessments of interests and values as related to work and also perform personality assessments using the Myers Briggs Personality Type Test. The job developer will search with the clients for jobs in the community that fit the client's interests, skills and experience. We also look at possible training and/or education that might be needed to pursue the client's goals.

We provide an array of supports to the clients including skills classes, job coaching, career counseling and job training. We are also well versed in the various supports in the community from resources for interview clothing, to food boxes and bargain food resources, to training options in the community such as available through WIOA funding, free or inexpensive computers, as well as the agencies that provide socialization and housing for people with mental illness or substance abuse. We are connected with the Second Chance program for clients who have involvement with the criminal justice system. We will connect them to the resources to help them restore their rights if possible and we also have extensive knowledge of businesses who are willing to hire ex-felons. We have also referred our clients to the Direct Advocacy and Resource Center for assistance understanding their rights under the ADA and finding help if their rights are being violated.

Methodology

1. Describe best practice for working with vulnerable job seekers.

Since our programs serve a wide range of people with various barriers to employment, we utilized a number of strategies when helping our clients with their employment needs. There are times when an employment first philosophy is what is needed which encompasses the SAMHSA best practice model of supported employment. But at the same time we may be dealing with learning disabilities, lack of education, criminal history, substance abuse, homelessness and mental illness. We also understand the value of peer support, an evidenced based practice. Many of our staff have experienced the same barriers to employment that our clients face, and they use their experience as an inspiration to others coming into our program.

For these reasons, our staff are well informed about the various resources in the community to help our clients overcome their barriers to employment. We encourage rapid job placement and begin the job search with our clients immediately. We also provide numerous other job readiness options such as Work Adjustment Training (WAT) programs, computer skills classes, employability skills classes and personal development classes.

Personal Development classes emphasize the need for a concept of recovery as a normal human experience and the tools and resources used by most people to obtain a level of recovery, whether it is from an accident, injury, sickness, loss of a loved one or career, substance abuse, incarceration etc. Our clients are introduced to Mary Ellen Copelands Wellness Recovery Action Plan (WRAP) a best practice program for people in recovery from mental illness but is transferable to any type of recovery. Mary Ellen, a person in recovery from bipolar disorder, developed this action plan that has now been taught and utilized all over the US and many other countries. Our Employability Skills class explores the many variables that go into long term job success and satisfaction such as matching skills, experience, values and barriers to the optimal work situation for each client. Our work adjustment options include document conversion training at our own DKA business, Archive Advantage and the Pima County Department of Transportation, our company owned franchise, Pak Mail where clients can be exposed to shipping and receiving and also packing of items for shipment, everything from motorcycles to medical equipment to antiques, and artwork. We also have a worksite at a local restaurant where clients can be exposed to restaurant work, and when available be hired on after their training. We also offer training in front desk duties providing training as a receptionist, and janitorial experience at our DKA offices as well as our Pak Mail business. At DKA we "walk our talk" and have many of our employees who were former clients.

The individual placement and support model (an evidenced based model) is supported, but not always feasible to the extent we would prefer. We have relationships with employers who allow us to provide on-site supported employment after hire or they provide it as part of their own employment programs. Some of our clients require this level of support due to long-term unemployment and a lack of soft skills. However, we will continue the supports away from the workplace in the form of coaching and counseling to deal with the stresses of work or locate other needed supports. Wrap-around supports are critical to many of our clients and we assist them with finding resources for housing, clothing, case management and counseling.

2. How do you coordinate the referral processes to achieve client goals?

An initial assessment is completed in which information is gathered to determine the client's goals and barriers to those goals as well as their education and employment history, strengths and

experience, both personal and professional. We assess their needs including training and development of hard and soft skills, housing, transportation, childcare, clothing, etc., and provide information and referrals to services in the community. We then develop a service plan for the client based on their stated goals and needs. We work closely with the clients to ensure they are getting the services they need and advocate on their behalf. We have strong relationships with providers in the community and we collaborate with them for the best outcomes for our clients.

3. Provide written formal or informal procedures in place for recruitment, retention, and training of staff.

Because we are a small agency our need for recruitment is seldom and sporadic. Our initial efforts are to contact our partners and colleagues and put the word out to determine if anyone has a referral that would match our needs. We have received some excellent referrals in this manner. We also advertise using Indeed and, at times, Craigs list. DKA consistently responds within a day or two of receiving applications. An initial screening of the resume will determine whether or not to proceed with an interview. Interview questions are created using some standard questions along with questions directly related to the applicant's work history and stated competencies.

All of our staff must pass background checks, drug screens and acquire a fingerprint clearance card within 90 days of hire. The onboarding includes our company new employee handbook, and a number of documents including our code of ethics, confidentiality, whistleblower protection, conflict of interest, drug free workplace, and leave policies. They complete a six-month orientation/probation period and are assessed at the end of this period. During this time they are enrolled in the Relias online training programs for behavioral health and are required to complete an initial battery of courses including ethics, documentation, crisis management, education on mental illnesses and substance abuse and cultural competency. In addition, they complete annual trainings on abuse and neglect, HIPAA regulations, quality of care, and health plan fraud. The staff is also encouraged to take advantage of many elective courses such as motivational interviewing, trauma informed care, disability benefits rules and impact of work on benefits. Our employment specialists complete courses in evidenced based practices in supported employment.

DKA strives to be flexible and accommodating to our employees, understanding that life can be stressful and unexpected events can impact a staff members performance. Because we have many cross-trained employees we can generally accommodate a staff member's absence without any disruption in services to our clients. We have hired many staff members with various disabilities, and we provide reasonable accommodations to anyone who needs this in order to perform the essential functions of the job. These strategies have created an environment in which our staff can maintain their employment with us in times of need. This results in a sense of loyalty and accountability to the company (See attached Workforce Development Plan)

4. Describe how you recruit and maintain a diverse and inclusive workforce.

DKA has historically had a high retention rate with 5 of our 27 employees having been with DKA for over 10 years and 13 for over 5. We did lose some employees due to the pandemic, some of whom we have not replaced because of a slowdown in clients. We strive to create a work environment that is flexible and accommodating to our staffs' needs and an environment

where everyone feels that they have a voice. Management is committed to supporting, encouraging and supervising from a strengths-based approach.

One of our best sources for talent acquisition has been our client base. We have a history of hiring our clients when they fit the job description. We also are committed to promoting from within. Our staff is always encouraged to learn new aspects of the work at DKA and we provide cross training to any staff member who is interested in expanding their skills. DKA has a network of behavioral health providers who we reach out to when we have openings. Word of mouth is often the best way to find qualified employees. We also have business relationships with One Stop case managers and HPOG instructors who refer graduating students to us. In addition, we have used Indeed.com, Craig's List and Facebook to advertise our positions. Our HR staff has studied and been coached by Tom Foster, author of "Hiring Talent" and we use his tested strategy of looking at the concept of identifying timespan for any position when hiring. DKA's recruitment and selection process includes equal opportunities for all qualified applicants, on the basis of demonstrated ability, experience, training and education that meet the minimum qualifications of the job vacancy. DKA will fairly apply a range of selection preferences when stated in the job announcement released at the time of recruitment. Selection preferences are based on job related needs and essential job duties and are based on business necessity.

Succession planning increases the availability of experienced and capable employees that are prepared to assume these roles as they become available. With the longevity of our staff, DKA is able to create the future leaders by investment in professional development for each DKA staff member. DKA continuously provides cross-training for staff members to increase competency and provide coverage for other staff members. The spirit of collaboration is strong and staff members willingly step into help their co-workers. (See attached Workforce Development Plan)

Sustainability

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

DKA has always been conscientious about reducing waste and recycling of resources. We shred and recycle our paper products and donate outdated or damaged electronic equipment for refurbishing and resale to low-income people in need of computers.

WORKFORCE DEVELOPMENT ASSESSMENT AND GOAL SETTING

Overall goals and structure of DKA and the Workforce Development Program.

DKA Workforce Development Plan will focus on the following components:

1. Implementing evidence-based practices; assessing treatment fidelity; measuring consumer satisfaction and healthcare outcomes; recognizing and rapidly addressing errors in care; and collaborating with other team members on service improvement. DKA is committed to ensuring staff are well trained in areas related to behavioral health especially in regards to the provision of employment services.
2. Cultivating the workforce to be engaged in Workforce Development initiatives set forth by your agency and by the state of Arizona.
3. Developing a shared vision of the integrated healthcare process from the members' perspective, including philosophy, experience and delivery.
4. Promoting increased communication, collaboration and innovation with internal and external customers as a means to promote better healthcare outcomes.
5. Continuous, transforming system of training for competency, evaluation and development.
6. Ensuring a sufficient workforce to provide services to meet members' needs. Looking/planning ahead to determine the future need for additional workers.

Management, with input from staff, will be primarily responsible for the future development and implementation of training activities. Training will be available in variety of formats: - Relias on-line training, - formal forums, seminars or webinars, - workplace trainings with new or updated topics related to behavioral health services and systems, mentoring, on-the-job training, long-term development. DKA leadership will ensure that adequate, responsive, and quality training is provided to their employees. Employees must acquire and maintain the knowledge, skills, and abilities needed for high quality performance and optimum contribution to the vision, mission, goals and objectives of DKA, as well as to improving the public's health.

Workforce Development Mission/Vision Statement:

Training and development of the workforce is one part of a comprehensive strategy toward agency quality improvement. Fundamental to this work is identifying gaps in knowledge, skills, and abilities through the assessment of both organizational and individual needs and addressing those gaps through targeted training and development opportunities. DKA recognizes the importance of continuing education to maintain high professional standards and performance of duties and responsibilities. It is a collaborative effort between leadership, all staff and community stakeholders to set goals and initiatives to improve the workforce in an effort to provide better member services and the quality of care.

How Adult/Children's Guiding Principles, Adult Learning Theories/Methods, Trauma Informed Care, Equitable Services and Culturally Competent practices are included within your Workforce Development processes.

DKA responds to member's desire to obtain employment and provides services and ongoing supports that are based on SAMHSA Evidence Best Practice model and 9 Guiding Principles for Recovery-Oriented Adult Behavioral Health Services and Systems.

Our services are client-focused. We use our abilities and resources to address our clients' needs. We treat DKA responds to member's desire to obtain employment and provides services and ongoing supports that are based on SAMHSA Evidence Best Practice model and 9 Guiding Principles for Recovery-Oriented Adult Behavioral Health Services and Systems.

Our services are client-focused. We use our abilities and resources to address our clients' needs. We treat the diverse populations we serve with compassion and respect. Staff is required to complete the mandatory training in Relias Learning as well as other trainings available in the community that support the Guiding Principles for recovery-oriented adult behavioral health services and the "Arizona Vision" twelve principles.

Three goals for the upcoming year which align with SAMHSA's Core Competencies for Integrated Behavioral Health and Primary Care:

1. GOAL: DKA will continue 90% compliance for all employee Relias Training
 - a. We will meet this goal by: 90 days and Annually
2. GOAL: Provide training to new staff on: Basic elements and practice principles of SE; Referral, engagement, and benefits counseling; Assessment and job finding; and Job supports and collaborations.
 - a. We will meet this goal by: 90 days from the date of hire
3. GOAL: Conduct the refresher training on DB101 for current staff
 - a. We will meet this goal by: June 2021

DKA will monitor the Relias training completion tracking system.

RECRUITMENT, TALENT ACQUISITION AND RETENTION STRATEGIES

- Turnover rate for the previous calendar year (2018)?

DKA currently has 23 employees. During 2018 we had 0 rate for staff turnover.

- Factors that contributed to our turnover rate:

DKA has an ongoing record of staff longevity. The contributing factors are: the leadership's extensive experience; ongoing supervision and access to management, proactively providing reasonable accommodations for staff with disabilities, pleasant work environment, and good benefits.

- Talent identification and acquisition strategies.

DKA is a small community service provider with 23 employees. DKA enjoys the longevity of our staff with rarely occurring position vacancies. DKA's recruitment and selection process includes equal opportunities for all qualified applicants, on the basis of demonstrated ability, experience, training and education that meet the minimum qualifications of the job vacancy. DKA will fairly apply a range of selection preferences when stated in the job announcement released at the time of recruitment. Selection preferences are based on bone fide job related needs and essential job duties and are based on business necessity. DKA strives to promote from within as well as hire from within our client base. We currently have five staff members who were former clients.

- Succession planning and staff development procedures.

Succession planning increases the availability of experienced and capable employees that are prepared to assume these roles as they become available. With the longevity of our staff, DKA is able to create the future leaders by investment in professional development for each DKA staff member. DKA continuously provides cross training for staff members to increase competency and provide coverage for

other staff members. We often promote from within and have many staff members who began as DKA clients and have moved into supervisory roles. The spirit of collaboration is strong and staff members willingly step into help their co-workers.

- Strategies and incentives in place to retain and promote employees (e.g. rewards, recognition, and self-care).

DKA recognition incentives include actions such as thanking employees, praising employees, presenting employees with a certificate of achievement and gift cards, or announcing an accomplishment at a company meeting. Promotions are available to the top performers. DKA celebrates all staff. DKA has a history of providing recognition to our employees through our "Way to Go" program. Any employee has the ability to recognize another employee for a special contribution or accomplishment by completing a Way to Go form. These are presented in our monthly staff meetings and recipients receive a gift card. This promotes a spirit of gratitude for one another and builds moral. DKA also offers a generous benefits package that includes paid time off/holiday pay, health care, life insurance, company match IRA, and encourages involvement in our community through participation in charitable events and service in various non-profit groups. DKA is a family friendly environment and nursing mothers are provided time and space to care for infants. DKA also takes advantage of each staff member's strengths and prefers to promote from within whenever possible. Many of these incentives and rewards for exceptional work may be eliminated due to the financial constraints which have been placed on providers due to the changes in the behavioral health funding and lack of resources.

- Steps to increase staff retention and capacity.

DKA intends to continue to support our staff and understand that each employee has a life outside of work. Many of our staff members have disabilities and we support them through reasonable accommodations as needed. We have no plans to increase capacity as our business has been financially impacted by the recent changes to behavioral health funding. Our staff members stay on their jobs due to reasons unrelated to monetary compensation. Most of our staff members have not received a pay increase in two or more years.

WORKPLACE CULTURE DEVELOPMENT

- Cultural Development in business aspects including: Safety, welcoming environment and inclusion. Methods used to survey employees to ensure their needs are being met.

DKA provides effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, and other communication needs. It is the intent of DKA that its employees behave in a manner representative of its ethical and/or moral commitment to provide quality employment services to its recipients.

DKA ensures non-discriminatory and respectful services to recipients and families by employing both internal and external cultural competency practices. Ongoing improvement and widespread dissemination of these efforts evidences DKA's commitment to the provision of culturally appropriate services and care. DKA, as an employment services provider, accommodates, facilitates, and assists program participants with a wide variety of disabilities and potential barriers to employment to obtain competitive employment. All employees, recipients, and families have access to the DKA Cultural Competency and Diversity Plan, as the essential plan elements are included in employee materials.

DKA provides training for all staff. Comprehensive, behaviorally and theoretically based cultural competency training and education is identified and at times offered. Specific trainings are required for all staff through Relias learning, and scheduled as needed with community providers.

DKA maintains an open dialogue with our employees through an open-door policy, formal supervision and collection of employee's feedback in real-time that relates to key points around DKA services. It is

essential to understand what matters most to our employees and to make the necessary changes and/or improvements.

- Including stakeholders (board members, third party interest groups, etc.) in the WFDP initiatives.

DKA partners with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness. We communicate the organization's progress in implementing and sustaining our WFDP to all stakeholders, constituents, and the general public.

- Including members and families in the WFDP initiatives.

Members complete satisfaction surveys at the completion of various classes, trainings or job placements. These are analyzed to determine any area of weakness in the service provided and to make changes as necessary.

- Including the general public in the WFDP initiatives?

Ensuring that the voice of the community is heard is very important to DKA. We ensure agency transparency and make sure that any community feedback is reviewed and included in the quality improvement efforts.

- Dealing with member grievances.

The proper education and training of agency employees is a significant element of an effective compliance program. As such, staff will be expected to participate in required training as outlined in DKA Annual Training Plan. Upon completion of required training all staff will be able to identify and report suspected waste, fraud and program abuse. DKA had no grievances during 2018. We take very seriously any concerns from members and take immediate action to address the issues and provide solutions to a potential service inadequacies.

COMPETENCY BASED EMPLOYEE DEVELOPMENT PROCESSES

DKA provides new hire, ongoing, and annual training to the workforce. We maintain 97% compliance with all mandatory Relias Training and assign designated staff for additional courses as appropriate. DKA develops, and maintains an annual training plan that incorporates all The Health Plan and State training requirements. Aside from Relias, DKA staff is assigned, as available, to attend Webinars, Forums or training in community that is provided by qualified trainers. Internal training at DKA is provided by the members of our leadership that have extensive experience and years of training.

- New Employee Orientation process

New employees are hired on a 6-month orientation period. The orientation period is the time where essential training happens, and the supervisor and employee develop a productive workplace relationship. This period is set up to accommodate both the employee and the supervisor. Employees are expected to use this time period effectively, for adjustment and adaptation on both the personal level and the job requirement level. It is also a time for learning and applying DKA's overall policies, programs and work rules. All DKA new hires are required to complete Relias training.

- Measuring employee competency

Monitoring and evaluation of the Workforce Development Program allows DKA staff to identify “how well we are doing” in developing our workforce to provide quality of employment services. There are a number of methods to consider when evaluating the implementation and success of the Workforce Development Program. The framework for this analysis includes four informal levels for evaluation:

Level 1 Reaction: To what degree do employees react favorably to the training?

Level 2 Knowledge: To what degree do employees acquire the intended knowledge, skills, attitudes, confidence, and commitment based on their participation in a training event?

Level 3 Behavior: To what degree do employees apply what they learned during training as evidence by their job performance and service delivery?

Level 4 Results: To what degree do targeted outcomes occur as a result of the training event and subsequent reinforcement?

All informal levels are addressed as a part of an ongoing supervision and are included in the formal 6-months Employee Evaluation process.

- Measuring ongoing employee competency, including individual and professional growth

Six-month Evaluations for the new employees and an Annual Employee Evaluation addresses all areas of performance including competencies, job knowledge, and professional growth goals.

- Incentives for employees meeting or exceeding competency goals (or identified areas of professional growth)

“Way to Go” recognition with gift cards, salary increases, bonuses and promotions were regular DKA practices. With the changes over the last few years to behavioral health delivery system we have been forced to downsize, freeze staff salary increases and just focus on maintaining our staff with constant recognition of their efforts. DKA used to provide tuition assistance, webinar, conference or class attendance costs, and time off for attendance to these activities. We can no longer afford the incentives that we have provided in the past and we may have to cut even deeper into benefits like subsidized health care costs and paid time off (other than state mandated sick leave). We were unable to provide funds for our annual holiday party and this list goes on. Many of the things that we used to be able to offer to our staff to show appreciation for their hard work and dedication have been eliminated or drastically reduced due to the lack of funding for our services.

- What disciplinary action(s) does your agency have in place for employees who do not meet their competency goals?

DKA implements the Progressive Discipline for employees who do not meet their competency goals. DKA seeks to preserve employment for their employees, when it is in the best interests of both the company and the employee. The company sees its investment in its human capital as worth protecting and believes preservation of employment as ultimately in the best interests of DKA. There may be instances where this value is not applicable. The company expressly reserves the right to discharge any employee, “at will” as that term is defined within this policy, and under Arizona statute.

1. At Will Employment Status and Disciplinary Action:

“At will employment” is generally understood to mean that if there is no employment contract in place, the worker can quit for any reason or the employer can let the worker go for any nondiscriminatory reason. At will employees who are terminated must receive their final checks within three days or on the next regular payday, whichever comes first. Employees who quit must receive their final checks on the next regularly scheduled payday.

2. **Disciplinary Action:** When incidents occur, or situations arise that require disciplinary action, the company will employ disciplinary measures calibrated to respond to the infraction at hand. In the case where the infraction is egregious or creates any threat to the health and safety of any employee or client, DKA reserves the right to proceed directly to termination. Progressive discipline will be applied in all other cases. Generally, all disciplinary action will be appropriately documented in an effort to protect the rights of all parties, and to create a history of the events and responses that led to disciplinary action. Under all circumstances, the program director and company president will determine the course of action best suited to the situation.

3. **Corrective Counseling:** Corrective counseling will be initiated when the program director has reasonable evidence or belief that an employee performance problem can be resolved through counseling and training. The program director has complete discretion on the decision to engage corrective counseling in response to an employee performance issue. Corrective counseling is intended to be sequential, but the program director, with the agreement of the company president, may go to the step in the process that is most responsive to the situation in a given case.

4. **Termination:** When appropriate, the company may proceed directly to termination. Involuntary separation from employment will follow DKA procedures for termination. Terminations are treated as a qualified, need to know confidential matter, and parties to the action are required to behave as professionals, with courtesy and respect for one another.

The program director and the company president shall ensure all termination procedures are fairly and consistently applied, and only after appropriate efforts have been made to preserve employment. DKA reserves the right to proceed directly to termination, as is their right with "at will" employment, and as circumstances require for egregious, unsafe or unethical behavior.

- Support for employee development and WFD initiatives

DKA supports and promotes professional development for its staff. DKA strives to be a learning organization where people continually expand their capacity to create a healthy community, where new and expansive patterns of thinking are nurtured and encouraged, where collective aspiration is set free, and where people are continually learning together. Trainings are available to all employees to maintain and enhance the quality of services provided and strengthen behavioral health core competencies. DKA's workforce development program enables staff to be creative, resourceful, and strategic in finding solutions and collaborating with each other and community stakeholders to improve employment outcomes of people with disabilities and barriers to employment.

In addition to the already mandated Relias training, staff members are encouraged to attend additional training as applicable. An example is the Motivational Interviewing class which a number of our staff members have attended. We utilized a monthly staff training meeting to increase skills and trouble shoot areas of performance deficits. Staff is encouraged to view various online lectures or training modules on topics related to employment, motivation, stress management and others. Staff who attend training are asked to give a brief overview of their training during staff meetings. We also have guest speakers from other organizations who will share their unique services with our staff in order to increase our knowledge of community resources.

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

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

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

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

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

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

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

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

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

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

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

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

(Ord. 2002-1 § 1 (part), 2002)

11.38.020 - Eligible contract.

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

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

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

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

11.38.030 - Covered services.

Covered services are:

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

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

11.38.040 - Eligible employee.

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

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

(Ord. 2002-1 § 1 (part), 2002)

11.38.050 - Wages.

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

(Ord. 2002-1 § 1 (part), 2002)

11.38.060 - Compliance.

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

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

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

(Ord. 2002-1 § 1 (part), 2002)

11.38.070 - Records.

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

(Ord. 2002-1 § 1 (part), 2002)

11.38.080 - Reporting.

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

(Ord. 2002-1 § 1 (part), 2002)



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

CERTIFICATION OF LIVING WAGE PAYMENT
EFFECTIVE UPON SIGNED 2021 OFFER AGREEMENT

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

Yes X No _____ If no, you must explain all deviations in writing.

Company Name: Dorothy Kret & Associates, Inc.

Description of Services: Specialized Professional Staffing

Job Location: 1502 E Broadway Blvd, Tucson, AZ 85719

(PLEASE CHECK ALL THAT APPLY)

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

AND/OR

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

Providers Name: _____

Address: _____

Phone: _____ Fax: _____

Plan or Program Number: _____ Type of Benefit: _____

Total premium paid per month: _____

Amount paid by employee: _____

(Attach pages if needed for additional providers)

COMPANY NAME: Dorothy Kret & Associates, Inc.

AUTHORIZED SIGNATURE:  DATE: 10-4-2021

Betty Seery

PRINTED NAME

Program Director

TITLE OF AUTHORIZED

End of Exhibit D

RFP-PO-2200006 SPECIALIZED PROFESSIONAL STAFFING

ATTACHMENT A: RATES -Amendment No. 3

(Net 30-day Payment Terms)

MUST complete Billing Rate for ALL levels of a particular specialized profession to be considered.
Bidding all specialized profession categories is not required.

ITEM #	SPECIALIZED PROFESSION (Staff must be able to satisfy all Solicitation & Offer Agreement Requirements/Specifications)	LEVEL	ESTIMATED FTE ANNUAL USAGE QUANTITY	ESTIMATED ANNUAL USAGE QUANTITY	UOM (Per Hour)	LABOR RATE/HR (Amount Employee is paid)	BILLING RATE* (Per Hour)	EXTENDED TOTAL** (Est. Annual Usage X Billing Rate)
1	Education Coordinator	I	3	6240	HR	\$ 20.79		-
2	Education Coordinator	II	5	10400	HR	\$ 24.50		-
3	Education Coordinator	III	3	6240	HR	\$ 26.73		-
Educator Coordinator Total Proposed Cost								\$ -
4	Intake Specialist	I	5	10400	HR	\$ 17.50	\$34.56	359,450.00
5	Intake Specialist	II	5	10400	HR	\$ 19.00	\$37.53	390,260.00
6	Intake Specialist	III	5	10400	HR	\$ 20.50	\$40.49	421,070.00
Intake Specialist Total Proposed Cost								\$ 1,170,780.00
7	Program Coordinator	I	3	6240	HR	\$ 23.50		-
8	Program Coordinator	II	3	6240	HR	\$ 25.00		-
9	Program Coordinator	III	3	6240	HR	\$ 26.50		-
Program Coordinator Total Proposed Cost								\$ -
10	Program Specialist	I	5	10400	HR	\$ 19.00	\$37.53	390,260.00
11	Program Specialist	II	5	10400	HR	\$ 20.50	\$40.49	421,070.00
12	Program Specialist	III	5	10400	HR	\$ 22.00	\$43.45	451,880.00
Program Specialist Total Proposed Cost								\$ 1,263,210.00
13	Program Support Specialist	I	4	8320	HR	\$ 17.00	\$33.58	279,344.00
14	Program Support Specialist	II	4	8320	HR	\$ 18.50	\$36.54	303,992.00
15	Program Support Specialist	III	4	8320	HR	\$ 20.00	\$39.50	328,640.00
Program Support Specialist Total Proposed Cost								\$ 911,976.00
16	Office Support	I	5	10400	HR	\$ 15.50	\$30.61	318,370.00
17	Office Support	II	5	10400	HR	\$ 17.00	\$33.58	349,180.00
18	Office Support	III	8	16640	HR	\$ 18.50	\$36.54	607,984.00
Office Support Total Proposed Cost								\$ 1,275,534.00
19	Workforce Development Specialist	I	5	10400	HR	\$ 18.50	\$36.54	379,990.00
20	Workforce Development Specialist	II	8	16640	HR	\$ 20.00	\$39.50	657,280.00
21	Workforce Development Specialist	III	10	20800	HR	\$ 22.50	\$44.44	924,300.00
Workforce Development Specialist Total Proposed Cost								\$ 1,961,570.00

* Billing Rate to be charged to County (Per Hour). The proposed Billing Rate must include the Labor Rate per hour (amount paid to employee) plus indirect cost, over/

** In Excel, the EXTENDED TOTAL will auto populate upon insertion of Billing Rate



PIMA COUNTY

MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 2200000000000000061

MA Version: 1

Page: 9 of 12

Description: Professional Workforce Staffing Services

I S S U E R	Pima County Procurement Department
	150 W. Congress St. 5th Fl
	Tucson AZ 85701
	Issued By: BRANDON MORGAN
	Phone: 5207249510
	Email: brandon.morgan@pima.gov

T E R M S	Initiation Date: 01-01-2022
	Expiration Date: 12-31-2022
	NTE Amount:
	Used Amount: \$0.00

V E N D O R	Catholic Community Services of So AZ Inc	Contact: No Contact
	DBA: Pio Decimo Center	Phone: 520-622-2801
	848 S 7TH AVE	Email:
	TUCSON AZ 85701	Terms: 0.00 %
		Days: 30

Shipping Method: Vendor Method

Delivery Type:

FOB: FOB Dest, Freight Prepaid

Modification Reason
 This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$8,000,000.00 and includes (4) one-year renewal options.
 Attachment: Offer Agreement.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 2200000000000000061

MA Version: 1

Page: 10 of 12

Line	Description					
1	Workforce Development Specialist I					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$27.92			
2	Workforce Development Specialist II					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$30.58			
3	Workforce Development Specialist III					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$32.80			

OFFER AGREEMENT**1. INTENT:**

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

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

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

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

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

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS:

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

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

3. CONTRACTOR MINIMUM QUALIFICATIONS:

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

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

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

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

5. OFFER ACCEPTANCE & ORDER RELEASES:

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

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

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

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF GOODS & SERVICES:

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

7. COMPENSATION & PAYMENT:

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

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

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

See Attachment A: Rates.

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

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

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

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

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

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

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

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

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

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's DO document. All Invoice documents will reference the County's DO number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order

document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

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

8. DELIVERY:

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

9. TAXES, FEES, EXPENSES:

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

10. OTHER DOCUMENTS:

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

11. INSURANCE:

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

Minimum Scope and Limits of Insurance:

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

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

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

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

Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

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

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

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

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

Notice of Cancellation:

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

Verification of Coverage:

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

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

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

Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

Approval and Modifications:

County's Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

Worker' Compensation Insurance – Waiver:

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

12. GRANT COMPLIANCE:

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

13. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:

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

Amendment #	Date	Amendment #	Date	Amendment #	Date
Amendment 1 Attachment A - Rates	9/14/2021	Amendment 02 RFP 2200006	9/20/2021	Amendment 03 RFP 2200006	9/27/2021
Amendment 1 RFP PO-2200006	9/14/2021	Amendment 3 Attachment A - Rates	9/27/2021		

14. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Catholic Community Services of Southern Arizona

BUSINESS ALSO KNOWN AS: Pio Decimo

MAILING ADDRESS: 848 South 7th Ave

CITY/STATE/ZIP: Tucson, Arizona 85701

REMIT TO ADDRESS: 140 W Speedway Blvd #230

CITY/STATE/ZIP: Tucson, Arizona 85705

CONTACT PERSON NAME/TITLE: George Rushing/Executive Director, Pio Decimo
PHONE:

(520) 622-2801

FAX: (520) 770-8562

CONTACT PERSON EMAIL ADDRESS: grushing@ccs-pio.org

EMAIL ADDRESS FOR ORDERS & CONTRACTS: grushing@ccs-pio.org

CORPORATE HEADQUARTERS ADDRESS: 140 W Speedway Blvd. Tucson, Arizona 85705

WEBSITE: <https://www.ccs-soaz.org>

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's ["Other Documents"] section.

SIGNATURE: Marquerite D Harmon

DATE: 10/5/2021

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**PHONE AND EMAIL:**

County Attorney Contract Approval "As to Form".

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. OPENING:**

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

2. EVALUATION:

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

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

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

3. AWARD NOTICE:

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

4. AWARD:

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

5. WAIVER:

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

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

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

7. INTERPRETATION AND APPLICABLE LAW:

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

8. WARRANTY:

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

9. QUANTITY:

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

10. PACKING:

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

11. DELIVERY:

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

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

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

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

12. SPECIFICATION CHANGES:

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

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

13. INSPECTION:

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

14. SHIPPING TERMS:

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

15. PAYMENT TERMS:

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

16. ACCEPTANCE OF MATERIALS AND SERVICES:

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

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

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

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

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the County MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled *County Cooperative Agreements – Authorized Agencies*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret

process, patented or unpatented invention, article or appliance furnished or used in connection with the MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

Contractor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

22. UNFAIR COMPETITION AND OTHER LAWS:

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

23. COMPLIANCE WITH LAWS:

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

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

24. ASSIGNMENT:

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

25. CANCELLATION FOR CONFLICT OF INTEREST:

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

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

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

28. PUBLIC RECORDS:

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release

the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

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

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

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

30. AMERICANS WITH DISABILITIES ACT:

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

31. NON-EXCLUSIVE:

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

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

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

34. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:

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

35. INDEPENDENT CONTRACTOR:

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

36. BOOK AND RECORDS:

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

37. COUNTERPARTS:

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

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

38. AUTHORITY TO CONTRACT:

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

39. FULL AND COMPLETE PERFORMANCE:

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

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

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

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

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

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

43. CONTROL OF DATA PROVIDED BY COUNTY:

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

44. ISRAEL BOYCOTT CERTIFICATION:

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

EXHIBIT A: SCOPE OF WORK (9 PAGES)

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

Education Coordinator

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

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

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

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

End of Education Coordinator

Intake Specialist

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

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

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

End of Intake Specialist
Office Support

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

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

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

Interaction with the Public:

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

Keyboarding:

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

Filing:

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

Other Clerical:

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

Specialized Work Assignments May Include:

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

**End of Office Support
Program Coordinator**

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

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

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

- May access or maintain specialized databases containing program-specific information to record activity or generate reports.

End of Program Coordinator

Program Specialist

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

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

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

End of Program Specialist

Program Support Specialist

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

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

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

End of Program Support Specialist

Workforce Development Specialist

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

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

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

Outreach:

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

Workforce Development Specialist - continued

General:

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

End of Workforce Development Specialist

End of Exhibit A

EXHIBIT B: MINIMUM QUALIFICATIONS VERIFICATION FORM (2 PAGES)

OFFEROR'S NAME: Pio Decimo Center

In order for County to evaluate and consider proposals for award, they must be **Responsive and Responsible**. **"Responsive"** means that the submitted proposal documents conform in all material respects to the requirements in the solicitation. **"Responsible"** means that Offerors document and substantiate their capability to fully perform all requirements of the solicitation. Factors include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and any other matter necessary to provide the performance that the solicitation requires.

Offeror must certify that they possess the minimum qualifications contained herein. Offeror must provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate responsibility may be cause for County to reject the Offeror's proposal as **Non-Responsive and/or Non-Responsible**.

Offeror certifies that they possess the following minimum qualifications and will provide the requested documents that substantiate their satisfaction of the Minimum Qualifications.

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

END OF EXHIBIT B

Exhibit B: Minimum Qualifications Verification Form

2 2

EXHIBIT C: QUESTIONNAIRE (1 PAGE)

OFFEROR'S NAME:

Pio Decimo Center

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

- A. **Cost** (0 to 30 points)
Will be evaluated and scored by the Procurement Department.
- B. **Company Experience** (0 to 35 points)
 - 1. What types of skills, knowledge, and tools are utilized by organization/staff in order to offer seamless services, carry out activities that benefit customers/clients, and to serve a diverse population? (10)
 - 2. Describe previous general organizational experience and past performance. (10)
 - 3. How many years has the organization been providing professional staffing services? (5)
 - 4. Describe the functions of career planning, social and support services, behavioral health, and services to individuals with barriers to employment. (10)
- C. **Methodology** (0 to 30 points)
 - 1. Describe best practices for working with vulnerable job seekers. (10)
 - 2. How do you coordinate referral processes to achieve client goals? (10)
 - 3. Provide written formal or informal procedures in place for recruitment, retention, and training of staff. (5)
 - 4. Describe how you recruit and maintain a diverse and inclusive workforce (5).
- D. **Sustainability** (0 to 5 points)
Offeror must provide information regarding company's philosophy and/or policies on waste prevention, reduction, recycling and/or reuse of your company's material resources.

SIGNATURE:

Marguerite D Harmon

DATE:

10/5/2021

Marguerite D Harmon ,CEO

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

END OF EXHIBIT C

Exhibit C: Questionnaire

1 1

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

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

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

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

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

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

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

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

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

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

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

Employees of contractors entering into eligible contracts with Pima County for covered services shall be paid a living wage by said contractors for the hours expended providing services to the county as provided in this chapter. (Ord. 2002-1 § 1 (part), 2002)

11.38.20 - Eligible contract.

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

- A. Contacts under which federal or state regulations preclude the applicability of a living wage;
- B. Contracts involving programs where the county shares management authority with other jurisdictions, and intergovernmental and cooperative agreements
- C. Contracts impacted by bond covenants, grant restrictions, governmental regulations; and
- D. Contracts for job training and youth or summer employment programs.

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

11.38.30 - Covered services.

Covered services are:

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

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

11.38.040 - Eligible employee.

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

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

(Ord. 2002-1 § 1 (part), 2002)

11.38.050 - Wages.

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

(Ord. 2002-1 § 1 (part), 2002)

11.38.060 - Compliance.

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

- A. A penalty imposed by the county in the amount of \$50.00 for each incidence of a noncompliance for each day of noncompliance and/or each day it continues.
- B. Suspension of further payments on the contract until the violation has ceased.

- C. Suspension and/or termination of the contract for cause.
 - D. Debar or suspend the contractor or subcontractor from future county contracts pursuant to Chapter 11.28.
- Protests or appeals of the remedies for noncompliance shall be handled under Chapter 11.20. (Ord. 2002-1 § 1 (part), 2002)

11.38.70 - Records.

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

(Ord. 2002-1 § 1 (part), 2002)

11.38.080 - Reporting.

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

(Ord. 2002-1 § 1 (part), 2002)



PROCUREMENT
150 W. CONGRESS ST., 5th FLOOR

TUCSON, ARIZONA 85701-1317
TELEPHONE (520) 724-8161, FAX (520) 222-1484

CERTIFICATION OF LIVING WAGE PAYMENT EFFECTIVE UPON SIGNED 2021 OFFER AGREEMENT

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

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

Company Name: Catholic Community Services of Southern Arizona

Description of Services: Specialized Professional Staffing

Job Location: 140 W Speedway Blvd, Tucson, Arizona 85705 Job Location

(PLEASE CHECK ALL THAT APPLY)

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

AND/OR

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

Providers Name: Blue Cross and Blue Shield of California

Address: P.O Box 27250 Chico, CA 95927-2540

Phone: 888-772-1076 Fax: 800-541-6652

Plan or Program Number: _____ Type of Benefit: _____

Total premium paid per month: \$707

Amount paid by employee: \$25

(Attach pages if needed for additional providers)

COMPANY NAME: Catholic Community Services of Southern Arizona

AUTHORIZED SIGNATURE: Marguerite D Harmon DATE: 10/5/2021

Marguerite Harmon PRINTED
NAME

CEO

TITLE OF AUTHORIZED

End of Exhibit D

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

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

- (A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (B) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (C) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (D) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights

to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Exhibit E: Basic Clauses for Federally-Funded Purchases/Contracts
Revised 02.07.20

Page 1 of 2

- (E) Clean Air Act (42 U.S.C. 7401–7671g) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (F) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (G) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (H) See § 200.323, Procurement of recovered materials.
- (I) See § 200.216, Prohibition on certain telecommunications and video surveillance services or equipment.
- (J) See § 200.322, Domestic preference for procurements.

END OF EXHIBIT E

Exhibit E: Basic Clauses for Federally-Funded Purchases/Contracts
Revised 02.07.20

Page 2 of 2

**RFP-PO-2200006 SPECIALIZED PROFESSIONAL STAFFING
ATTACHMENT A: RATES -Amendment No. 3**

(Net 30-day Payment Terms)

**MUST complete Billing Rate for ALL levels of a particular specialized profession to be considered.
Bidding all specialized profession categories is not required.**

ITEM #	SPECIALIZED PROFESSION (Staff must be able to satisfy all Solicitation & Offer Agreement Requirements/Specifications)	LEVEL	ESTIMATED FTE ANNUAL USAGE QUANTITY	ESTIMATED ANNUAL USAGE QUANTITY	UOM (Per Hour)	LABOR RATE/HR (Amount Employee is paid)	BILLING RATE* (Per Hour)	EXTENDED TOTAL** (Est. Annual Usage X Billing Rate)
1	Education Coordinator	I	3	6240	HR	\$ 20.79		-
2	Education Coordinator	II	5	10400	HR	\$ 24.50		-
3	Education Coordinator	III	3	6240	HR	\$ 26.73		-
							Educator Coordinator Total Proposed Cost	\$ -
4	Intake Specialist	I	5	10400	HR	\$ 17.50		-
5	Intake Specialist	II	5	10400	HR	\$ 19.00		-
6	Intake Specialist	III	5	10400	HR	\$ 20.50		-
							Intake Specialist Total Proposed Cost	\$ -
7	Program Coordinator	I	3	6240	HR	\$ 23.50		-
8	Program Coordinator	II	3	6240	HR	\$ 25.00		-
9	Program Coordinator	III	3	6240	HR	\$ 26.50		-
							Program Coordinator Total Proposed Cost	\$ -
10	Program Specialist	I	5	10400	HR	\$ 19.00		-
11	Program Specialist	II	5	10400	HR	\$ 20.50		-
12	Program Specialist	III	5	10400	HR	\$ 22.00		-
							Program Specialist Total Proposed Cost	\$ -
13	Program Support Specialist	I	4	8320	HR	\$ 17.00		-
14	Program Support Specialist	II	4	8320	HR	\$ 18.50		-
15	Program Support Specialist	III	4	8320	HR	\$ 20.00		-
							Program Support Specialist Total Proposed Cost	\$ -
16	Office Support	I	5	10400	HR	\$ 15.50		-
17	Office Support	II	5	10400	HR	\$ 17.00		-
18	Office Support	III	8	16640	HR	\$ 18.50		-
							Office Support Total Proposed Cost	\$ -
19	Workforce Development Specialist	I	5	10400	HR	\$ 18.71	27.92	290,368.00
20	Workforce Development Specialist	II	8	16640	HR	\$ 20.50	30.58	508,851.20
21	Workforce Development Specialist	III	10	20800	HR	\$ 22.00	32.8	682,240.00
							Workforce Development Specialist Total Proposed Cost	\$ 1,481,459.20

* Billing Rate to be charged to County (Per Hour). The proposed Billing Rate must include the Labor Rate per hour (amount paid to employee) plus indirect cost, overh

** In Excel, the EXTENDED TOTAL will auto populate upon insertion of Billing Rate



PIMA COUNTY

MASTER AGREEMENT

PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION**

Master Agreement No: 2200000000000000061

MA Version: 1

Page: 11 of 12

Description: Professional Workforce Staffing Services

I S S U E R	Pima County Procurement Department
	150 W. Congress St. 5th Fl
	Tucson AZ 85701
	Issued By: BRANDON MORGAN
	Phone: 5207249510
	Email: brandon.morgan@pima.gov

T E R M S	Initiation Date: 01-01-2022
	Expiration Date: 12-31-2022
	NTE Amount:
	Used Amount: \$0.00

V E N D O R	Catholic Community Services of Southern Arizona Inc	Contact: Laura Ellington-Pierre
	DBA: Community Outreach Program for the Deaf	Phone: 520-792-1906
	268 W ADAMS	Email: lauraep@vcdaz.org
	TUCSON AZ 85705	Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$8,000,000.00 and includes (4) one-year renewal options.	
Attachment: Offer Agreement.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 2200000000000000061

MA Version: 1

Page: 12 of 12

Line	Description					
1	Workforce Development Specialist I Discount 0.0000 %	UOM HOUR	Unit Price \$38.94	Stock Code	VPN	MPN
2	Workforce Development Specialist II Discount 0.0000 %	UOM HOUR	Unit Price \$41.43	Stock Code	VPN	MPN
3	Workforce Development Specialist III Discount 0.0000 %	UOM HOUR	Unit Price \$41.43	Stock Code	VPN	MPN

OFFER AGREEMENT**1. INTENT:**

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

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

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

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

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

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS:

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

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

3. CONTRACTOR MINIMUM QUALIFICATIONS:

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

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

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

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

5. OFFER ACCEPTANCE & ORDER RELEASES:

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

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

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

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF GOODS & SERVICES:

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

7. COMPENSATION & PAYMENT:

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

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

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

See Attachment A: Rates.

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

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

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

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

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

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

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

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

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

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

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

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

8. DELIVERY:

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

9. TAXES, FEES, EXPENSES:

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

10. OTHER DOCUMENTS:

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

11. INSURANCE:

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

Minimum Scope and Limits of Insurance:

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

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

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

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

Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

Additional Insurance Requirements:

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

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

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

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

Notice of Cancellation:

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

Verification of Coverage:

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

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

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

Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

Approval and Modifications:

County's Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

Worker' Compensation Insurance – Waiver:

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

12. GRANT COMPLIANCE:

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

13. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:

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

Amendment #	Date	Amendment #	Date	Amendment #	Date
Amendment 1 Attachment A - Rates	9/14/2021	Amendment 02 RFP 2200006	9/20/2021	Amendment 03 RFP 2200006	9/27/2021
Amendment 1 RFP PO-2200006	9/14/2021	Amendment 3 Attachment A - Rates	9/27/2021		

14. BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME:** Catholic Community Services of Southern Arizona**BUSINESS ALSO KNOWN AS:** Community Outreach Program for the Deaf**MAILING ADDRESS:** 268 W Adams Street**CITY/STATE/ZIP:** Tucson, Arizona 85705**REMIT TO ADDRESS:** 140 W Speedway Blvd #230**CITY/STATE/ZIP:** Tucson, Arizona 85705**CONTACT PERSON NAME/TITLE:** Jessica Winchester/ Associate Director, Vocational Services**PHONE:** (520) 792-1906 **FAX:** (520) 770-8562**CONTACT PERSON EMAIL ADDRESS:** jessicaw@copdaz.org**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** jessicaw@copdaz.org**CORPORATE HEADQUARTERS ADDRESS:** 140 W Speedway Blvd, Tucson, Arizona 85705**WEBSITE:** <https://www.ccs-soaz.org>

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's ["Other Documents"] section.

SIGNATURE: Marguerite D Harmon **DATE:** 10/4/2021

Marguerite D Harmon, CEO

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**PHONE AND EMAIL:** peghccs@ccs-soaz.org 520-670-0802

County Attorney Contract Approval "As to Form".

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. OPENING:

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

2. EVALUATION:

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

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

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

3. AWARD NOTICE:

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

4. AWARD:

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

5. WAIVER:

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

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

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

7. INTERPRETATION AND APPLICABLE LAW:

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

8. WARRANTY:

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

9. QUANTITY:

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

10. PACKING:

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

11. DELIVERY:

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

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

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

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

12. SPECIFICATION CHANGES:

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

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

13. INSPECTION:

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

14. SHIPPING TERMS:

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

15. PAYMENT TERMS:

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

16. ACCEPTANCE OF MATERIALS AND SERVICES:

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

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

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

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

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies than has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the County MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled *County Cooperative Agreements – Authorized Agencies*.

20. PATENT INDEMNITY:

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

21. INDEMNIFICATION:

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

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

22. UNFAIR COMPETITION AND OTHER LAWS:

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

23. COMPLIANCE WITH LAWS:

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

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

24. ASSIGNMENT:

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

25. CANCELLATION FOR CONFLICT OF INTEREST:

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

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

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

28. PUBLIC RECORDS:

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential: Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

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

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

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

30. AMERICANS WITH DISABILITIES ACT:

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

31. NON-EXCLUSIVE:

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

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

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

34. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:

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

35. INDEPENDENT CONTRACTOR:

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

36. BOOK AND RECORDS:

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

37. COUNTERPARTS:

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

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

38. AUTHORITY TO CONTRACT:

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

39. FULL AND COMPLETE PERFORMANCE:

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

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

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

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

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

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

43. CONTROL OF DATA PROVIDED BY COUNTY:

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

44. ISRAEL BOYCOTT CERTIFICATION:

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

EXHIBIT B: MINIMUM QUALIFICATIONS VERIFICATION FORM (2 PAGES)

OFFEROR'S NAME: Catholic Community Services of Southern Arizona dba. Community Outreach Program for the Deaf

In order for County to evaluate and consider proposals for award, they must be **Responsive and Responsible**. **"Responsive"** means that the submitted proposal documents conform in all material respects to the requirements in the solicitation. **"Responsible"** means that Offerors document and substantiate their capability to fully perform all requirements of the solicitation. Factors include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and any other matter necessary to provide the performance that the solicitation requires.

Offeror must certify that they possess the minimum qualifications contained herein. Offeror must provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate responsibility may be cause for County to reject the Offeror's proposal as **Non-Responsive and/or Non-Responsible**.

Offeror certifies that they possess the following minimum qualifications and will provide the requested documents that substantiate their satisfaction of the Minimum Qualifications.

ITEM NO.	MINIMUM QUALIFICATIONS	COMPLIANCE YES/NO (SELECT ONE)	DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT
1	Contractor must have a minimum of three (3) consecutive years, including the current year, of providing Staffing Services.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Copy of Business License
2	Contractor certifies that any and all employees and/or volunteers, assigned to this Pima County contract, have and will maintain current and active IVP fingerprint clearance cards issued through the AZDPS.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<i>County reserves the right to request copies of cards for assigned staff at any time without notice</i>
3	Contractor certifies that to its knowledge and belief, that it and its principals: <ul style="list-style-type: none"> • Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency • Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the following offenses: fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, 	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SAM Entity ID: D1GHBBJFKT6 <hr/> Expiration Date: 1/26/22 <hr/>

	forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Contractor must have and maintain an active registration with System for Award Management (SAM). Website: https://sam.gov		
4	Contractor must have a current, active Data Universal Numbering System (D-U-N-S®) number for the purpose of receiving payment funded by federal monies. Website: https://importregistration.dnb.com/	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Current D-U-N-S® number: 114439730 <hr/> Expiration Date: 1/26/22

SIGNATURE: Marguerite D Harmon

DATE: 10/4/2021

Marguerite D Harmon ,CEO
 PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

END OF EXHIBIT B

EXHIBIT C: QUESTIONNAIRE (1 PAGE)

OFFEROR'S NAME: Catholic Community Services of Southern Arizona dba. Community Outreach Program for the Deaf

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

- A. **Cost** (0 to 30 points)
Will be evaluated and scored by the Procurement Department.
- B. **Company Experience** (0 to 35 points)
 - 1. What types of skills, knowledge, and tools are utilized by organization/staff in order to offer seamless services, carry out activities that benefit customers/clients, and to serve a diverse population? (10)
 - 2. Describe previous general organizational experience and past performance. (10)
 - 3. How many years has the organization been providing professional staffing services? (5)
 - 4. Describe the functions of career planning, social and support services, behavioral health, and services to individuals with barriers to employment. (10)
- C. **Methodology** (0 to 30 points)
 - 1. Describe best practices for working with vulnerable job seekers. (10)
 - 2. How do you coordinate referral processes to achieve client goals? (10)
 - 3. Provide written formal or informal procedures in place for recruitment, retention, and training of staff. (5)
 - 4. Describe how you recruit and maintain a diverse and inclusive workforce (5).
- D. **Sustainability** (0 to 5 points)
Offeror must provide information regarding company's philosophy and/or policies on waste prevention, reduction, recycling and/or reuse of your company's material resources.

SIGNATURE:

Marguerite D Harmon DATE: 10/4/2021

Marguerite D Harmon ,CEO

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

END OF EXHIBIT C

B. Company Experience

The Community Outreach Program for the Deaf (COPD) is proposing to offer a workforce services program for Out-of-School Youth and Adults, who are dislocated workers, adults who are on public assistance, low income, disabled and who have basic skills deficiencies. The COPD is under the corporate organization of Catholic Community Services of Southern Arizona, which has been providing services since 1933. COPD was established through a grassroots effort in 1973 and began as an all-volunteer agency. COPD has developed into a full comprehensive services center, a "One-Stop", for persons who are Deaf or Hard of Hearing (DHH) as well as people who have disabilities including but not limited to developmental disabilities and those receiving behavioral health services. COPD partners with the business community, other non-profits, and city, county, and state entities to provide the full range of services to the community. Services at COPD include Job Development and Placement, Job Support, Summer Youth Employment, Job Training, Employer Support, Customized Employment, Counseling, Case Management, Personal Support for persons who are Deafblind, Technology Device Training and Information, Interpreting Services, Budgeting Classes, Advocacy Support, Health Classes, Parenting Classes, Support for Senior Citizens, and Independent Living Skills.

COPD's Mission and services focus on the development of individualized programs geared to meet the specific issues facing the person served. COPD has found this model to be effective with persons with significant issues affecting their lives, youth at risk, and persons in need of a comprehensive support structure to meet their goals. COPD incorporates this philosophy of services in its work with the dislocated worker, the adult and youth populations, along with its challenging population of persons with a disability.

The model proposed is 1 full-time staff supporting the dislocated persons coming into the One Stop and 1 part-time (.33) staff, effectively supporting persons with a disability coming into COPD's facility. In addition to this, we are requesting transitional job wages, to support 3 persons served in trial work experiences. These funds cover only the persons served wages during their trial work for 12 weeks.

Staff Credentials: Staff at COPD are qualified, professional employees. Staff working in the vocational area have a Bachelor's or Master's degree with specific education and experience working in the area of rehabilitation, vocational services, and with persons with significant employment issues to include: youth at risk, persons with disabilities, and persons who are Deaf and/or hard of hearing.

Once hired, staff undergo a training program that includes information related to persons served, sensitivity training, policy and procedure training, employment services, job market analysis, incident reporting and general agency training. Staff in this program have the expertise in sign language and knowledge of the services offered.

Agency Workforce Experience: COPD has been providing services to persons who are DHH and persons with disabilities since 1973 with an array of services to support persons who need soft skill development, obtaining work experience and job history, adaptations on the job and help in finding employment. COPD is known at a national level for its services to Deaf persons and is linked to Gallaudet University, Perkins Center for the Blind, the Helen Keller National Center and the University of Arizona. In addition, COPD was selected and participates in the National Expansion of Employment Opportunities (NEON) Initiative through the Department of Labor's Office of Disability Employment Policy. Vocational

Leadership is actively participating in the Arizona Association of People who Support Employment First (APSE) chapter Board, which is a national organization that provides resources and advocacy. COPD has been CARF Accredited for over 20 years, and this continues to be true with our recent 3-year accreditation award completed this past May 2021.

COPD's cost shared employment model is provided with fee for service contracts for persons referred through state entities and persons identified to require additional basic skills, employability support and in need of community resources during the time of intake. COPD works with various local, state, and federal contractors to provide a comprehensive employment program. The following list of contracts demonstrates the depth of provision to persons served. COPD meets all performance measures for the following contracts:

- Vocational Rehabilitation: Job Development and Placement, Job Retention, Work Adjustment Training, Trial Work Experiences, Rehabilitation Instructional Services, Career Exploration, and Supported Education.
- Division of Developmental Disabilities: Job Search, Job Coaching, Supported Employment, Group Supported Employment (Supported Work training sites, paid at minimum wage or higher) Discovery, and Customized Employment.
- Ability One: Employment and Work Training services at Davis Monthan Airforce Base (Mail Clerks) and at the James Walsh Courthouse (Custodians).
- City of Tucson: Pre-Employment Services, Job Development and Placement, and Job Retention.
- Pima County Outside Agency Funds: Case Management and Counseling Services for Deaf Persons needing to stabilize their lives and obtain need community resources
- WIOA: Contract under the county for employment services since the 80s. Currently has an adult contract with provision of services to over 200 persons a year with a full-time staff at the OneStop and a .33 percent staff at COPD. COPD also operates a Youth contract with work experience services to 20 youth (pre-Covid19) through the county area.
- Employment Model: COPD is proposing to offer work experience, transitional work, basic work vocabulary, job training and job placement options. Total consumers being proposed is based on the past five years estimates of caseload sizes over 160 dislocated workers and adults, 40 people with a disability and 20 youth each summer. We will continue with these high numbers but will provide for an additional 30 persons who are disabled and will serve five out-of-school youth and five adults with transitional work, for a total of 240 persons.

COPD has been providing services through the Workforce Investment Act with contracts since the inception of the act and has met performance measures, WIB priorities, and targeted industries through job development and placement. COPD has had staff at the One Stop since approximately 2009 providing support to dislocated workers, adults, and youth in need of job training and employment as well as a cost sharing staff model (staff at COPD working with adults and youth, bridging into the One Stop services.) This model has effectively served both the individuals at the One Stop and has supported a link to a challenging population of people with disabilities, bringing the rich services offered at the One Stop to this group.

- Work Experience: COPD has been providing work experience to youth since 1973, placing at risk youth who have disabilities and/or are Deaf in jobs they desire. This program provides for youth, the first experience in work and builds on their likes and dislikes as they determine job goals.

- **Transitional Work:** COPD entered into this type of training with Vocational Rehabilitation over 30 years ago. This program provides an employment assessment and a determination of adaptations, supports and training needed for on-going employment.
- **Job Training:** COPD has operated a job training program in clerical, kitchen, custodial, housekeeping, and wood working. These programs have provided opportunities to learn soft skills and to build on work history. COPD works with One Stop for a formal training program and has placed persons in trainings including but not limited to health, logistics, and technology areas.
- **Employer Resource Support:** COPD supports the job seeker/employee and their employer with employability issues to help stabilize employment and provide the employer with resources to help support the employee in the future. COPD has been providing this support to employers for over 35 years. In-house resources from the city, county, state, and private funding are utilized to provide a broad program of services for stabilization of the person seeking employment. This includes personal counseling, case management, housing and independent living needs to the participants in this program. Employers obtain a job coach at the site to support the new employee and aid into the transition of supports to natural supports in the workplace. Items worked on include work scheduling, workplace culture, workplace norms, communication strategies, accommodations, and understanding work tasks.
- **Employer Placement Experience:** COPD has established an employer network that will provide opportunities to persons in the One Stop, and which relates to the demand growth industries identified by the WIB. The effectiveness of this match, the job seeker to the employer, is well demonstrated by the number of employers who have a multi-year relationship with our program. 30 employers have committed to working with us in the development of employment options and career pathways for our job seekers.
- **Targeted Industries:** COPD has provided career pathways for job seekers in the program for the past 8 years in the stated industries of: Aerospace and Defense, Logistics, Health and Bioscience, Technology and Infrastructure, and Natural and Renewable Resources in its One Stop contracts.
- **Career Pathways:** COPD has developed entry level opportunities in industries including but not limited to the health field, hospitality, and retail. Using entry level opportunities as a form of career ladder, allows job seekers with limited work experience, to gain and establish consistent work history and then advance to their employment goals. Career Pathways with upward movement include:
 - Technology – Data Entry leading to Computer Specialists
 - Logistics/Manufacturing – Machine Operators, Building, Supply Distributer
 - Health Care – Attendants, Nurses Aids, Certified Assistants, Nurses, Nurse Instructors

Serving both the dislocated worker and other One Stop participants, and youth and adults with disabilities, requires building the employer network. The WIB has stated that the qualified employee must meet the employer's job needs for a trained worker, be flexible, have good problem-solving skills, have developed soft skills and be a dependable, dedicated worker. Right now, employers are especially having difficulty in filling positions, not to mentioned qualified applicants. To fill vacancies, employers look for concrete evidence "a track record of success in the skills that the position requires." Employers want employees who demonstrated dependability, are self-motivated, can prioritize, and are team players. Finding both relevant credentials while also showing the soft skills needed for the job, is a

challenge that employers are facing. The US department of Labor state that barriers to hiring people with disabilities are:

- Lack of experience of the person with a disability
- Lack of required skills/training of the person with a disability
- The cost of training

C. Methodology

COPD's model supports the job seeker in the development of necessary skills to meet the needs of the employer. COPD incorporates two fundamental elements; first matching the employment market; second, matching the training and support needs of the job seekers within the program. To determine the employment market, COPD's Workforce Development Specialist identifies the current vacancy and anticipated vacancy needs of targeted industries and employers in COPD's network. COPD staff meet with various employers to determine the soft skills and job specific skills at the job site and use the industries standard skill set to determine a possible job match. In order to provide a qualified individual to the employer, COPD assures that the person being matched to the job is work ready and has overcome barriers to employment. COPD staff will perform an environmental analysis to customized the most effective training for positions within the employment site. This analysis provides information to determine adaptation needed at the job site and any training issues and supports to produce an effective and productive employee.

Developing a Qualified Employee: COPD relies on an extensive assessment process, a case management system that eliminates barriers, an in-depth training program, classes to support problem solving on the job, job place accommodations, job place training, job site training for soft skills and entry level skills, and extensive follow up services.

- 1. Employability Skills:** These skills are taught through experiential services and in the communication mode of the person served in a comprehensive way that supports life stabilization. This covers the areas of work ethics, self-motivation, personal accountability, and punctuality. This are provided in a one-to-one work setting at a job site, as well as in classroom settings. Specific topics taught in employability skill classes include the world of work, the process of interviewing and being hired, and the responsibilities of a job, learning appropriate attitude, and self-initiating job tasks.
- 2. Work Experience, Transitional Work, and Job Training:** Real work experiences and on-the-job training are provided to enhance job history and develop necessary soft skills. These experiences provide an atmosphere for growth for the participant and necessary information for COPD staff in the development of a Career Pathway for the person.
- 3. Formal Job Training:** COPD works with the One Stop in coordinating a training program to enhance skills needed in the targeted industries and in a career path.
- 4. Preparation for Work/Job Match:** COPD staff complete comprehensive assessments to determine work issues. Assessment includes skills, barriers, reading and math skills, psycho-social information, medical information, disability related impact to functioning and work education history. The Workforce Development Specialist meets with the employer to evaluate workforce needs, concerns for quality employees, training needs of the job, and formal and

informal communication at the worksite. Matching the job is based on the assessed skill sets and vocational desires of the participant, and the employers workforce needs.

5. **Supported Employment:** COPD staff utilize strategies to assist the job seeker with achieving competitive employment with the help of supports. The job seeker will be matched with a work site and a service plan developed that is based on the preferences of the job seeker, the environmental worksite analysis and task analysis, and the use of appropriate support strategies. COPD staff will work with the participant and the employer to identify the adaptations and supports needed, including needs for communication, specific skills training, and job coaching requirements. Work site supervision will be based on individual need and determined through a team process involving COPD staff, the job seeker/employee, and the employer. Accommodations will be developed with the employer before employment begins. Job coaches may provide on-site assistance and supervision, and the desired level of involvement of the job-coach is determined during the planning process.
6. **Career Pathways:** COPD has worked with local employers who are in the targeted industries and provide opportunities for participants in their desired area of interest either through work experiences, on-the-job training, and job placement. COPD also relies on opportunities in the demand industries and develops career ladders for on-going employment. Over the past 10 years, COPD through work experiences for youth, job training to placement model, and an individualized on-the-job training model, has shown success for persons who have obtained a job in the targeted industries (Infrastructure, Logistics, Health Care, Technology, Hospitality, Retail, Child Care, and Service Fields.)
7. **Employer Resource Support:** COPD Workforce Development Specialist will support the employer and job placement services by offering case management for the job seeker as well as education materials and workshops to employers. Employer support is essential, as it assists them with effective workplace supports for employees who may have a disability and/or are DHH. Some other examples of supports are: site support, job specific mentoring, communication support, and accommodation information. An intensive job coaching model of services is offered as needed to support the employer and the employee for a smooth transition in employment. Employers will obtain necessary support through COPD's job coaching staff. Staff are knowledgeable with the employment tax credits in the Federal Empowerment and State Enterprise Zones, Work Opportunity Tax Credits for business that hire SSI recipients, Vocational Rehabilitation referrals, Empowerment Zone youth and people with other economically disadvantaged groups, Welfare-to-Work tax credits for businesses that hire TANF recipients, and ADA small business tax credits. Employers will be offered information about where to find assistance with hiring people with disabilities such as determining reasonable accommodation and understanding laws related to disability employment.

Coordination of Care: When a potential job seeker is referred or walks in to COPD, they first go through an intake and then a treatment plan/individual vocational plan is started. The plan includes the assessment:

- Determining needs, characteristics, goals, financial resources...etc.
- Diagnosis and treatments
- Communication needs
- Team members

- Preferences, Strengths, Challenges
- History of work, education, legal background, etc.

Next, within the plan are the steps to move forward. This includes:

- Analyzing the data
- Goals and objectives
- Teaching strategies
- Collaboration/Assignments of team members
- Monitoring
- Coordination of activities and community resources

COPD's plan then addresses the referral process and service coordination. This is the process of facilitating the individual's use of available support systems and community resources to meet the needs identified in the plan so far. It refers to:

- Establishing and maintaining relationships with agencies, professionals, government entities, and the community at large to ensure appropriate referrals, identify service gaps, expand community resources, and help address unmet needs
- Continuously assess and evaluate referral resources to determine their appropriateness
- Arrange referrals to other professionals, agencies, and community programs
- Exchange relevant information with the agency or professional to whom the referral is being made in a manner consistent with confidentiality rules and regulations and generally accepted professional standards of care.

COPD's service coordination is the administrative, evaluative activities that bring the person served, the treatment plan, the community agencies, and other resources together to focus on the plan. Service coordination, which includes vocational, advocacy, and case management, establishes a framework of action to enable the job seeker/person served to achieve specified goals. It involves the coordination of treatment and referral services, liaison activities with community resources and managed care systems, and advocacy. COPD's service collaboration process is as follows:

- Initiate collaboration with the referral source
- Obtain, review, and interpret all referral source documents, assessments and planning info
- Confirm individuals' eligibility for admission
- Coordinate all treatment activities with services provided by other resources
- Apply confidentiality rules
- Maintain ongoing contact with the person served, team members, and referral sources
- Understand and look for stages of change in the planning process
- Assess the plan and in consultation with the person served and others, make the appropriate changes
- Describe and document the process, progress and outcome
- Conduct continuing care with person served and referral sources

Staffing: Staff at COPD are qualified, professional employees. Staff working in the vocational area have Bachelor or MA degrees with specific education and experience working in the area of rehabilitation, vocational services and with persons with significant employment issues to include youth at risk, persons with disabilities and specifically persons who are Deaf and Hard of Hearing.

Once hired, staff undergo a training program that includes information related to consumers, sensitivity training, policy and procedure training, employer services, job market analysis, incident reporting and general agency procedural training. Staff in this program have the expertise in sign language and knowledge of the program of services offered. A summary of the people in this contract and their resumes are part of this proposal.

COPD provides cultural and diversity training has been designed to facilitate positive intergroup interactions and to reduce prejudice and discrimination, and generally teach individuals how to work together effectively. Diversity training addresses all of the unique things about employees – culture, education, gender expression, religion, indigenous, race, color, ethnicity, language, nationality, sexual orientation, religion, gender, socio-economic status, age, and physical and mental disability – and the manner in which we work together.

The objective of diversity training is to increase employee's cultural awareness, knowledge, and communication. The main goal of COPD diversity training program is to create a positive work environment by helping employees recognize and be tolerant of differences among co-workers. COPD acts as a community center for Deaf persons as such all persons must be fluent in sign skills. Staff are provided training by Deaf staff regarding the impact of the Deaf culture, understanding the background and history of the Deaf community and of course, communicating using most Deaf persons primary language, American Sign Language. COPD staff are highly trained in working with the hearing loss population. Many of the staff are either Deaf or Hard of Hearing themselves and additionally have BA degrees and MA degrees in the field of Deafness. Services provided at COPD are provided by professionals who sign, providing a more effective service to the Job Seeker, and saving on the cost of services by eliminating the need for interpreters in most of the service delivery.

COPD facilities are accessible to all persons with a disability, with accessible bathrooms, wide hallways and accessible office and conference space. Additionally, COPD front office personnel are trained in sign language and the needs for persons who are Hard of Hearing or DeafBlind. COPD's facility is accessible with Braille denoting bathrooms and other spaces. COPD conducts a yearly training to staff in both formal and informal settings at the time of initial orientation and during onboarding at Catholic Community Services (CCS). Additional information is provided at each work site and throughout general staff meetings, informal discussions, and formal in-services. COPD ensures that staff, volunteers, and interns meet credential needs of their positions, have an orientation to the agency, and receive training for their hired position.

Credentials: The hiring supervisor must schedule the newly hired staff, intern, or volunteer to meet with the site COPD Human Resource contact to complete necessary paperwork. Transcripts, diplomas, or certificates to verify educational and professional credentials must be provided at the time of hire. These documents must be obtained for the personnel file no later than the end of the probation period. The site COPD Human Resource contact or supervisor will be responsible for ensuring that these documents have been received.

Orientation and Training: The orientation and training forms at the end of this section are to be used to ensure that the new employee completes a thorough orientation to the agency, to include

personnel practices, consumer groups, safety, and job orientation. In compliance with licensure requirements, certifications and training must be completed according to the training schedule and documented on the training record. This record must be kept in the personnel file. If a staff person changes positions, the staff person's file and training record must be reviewed for the position hired. Orientation and training policy and forms will be reviewed annually through staff meetings and administrative meetings.

Newly hired COPD staff will complete an orientation process that will include completing the COPD Training Program Orientation Checklist. The checklist will include a combination of reading materials, orientation sessions and other information under the direction of the Vocational Training Program Director or appropriate designee.

During the orientation process, all mandatory training will be explained and subsequently scheduled. In addition to required course training, appropriate site visits and training will be scheduled. Training classes are documented in the employee personnel files by use of a role sheet or the Training Attendance Form. The Orientation Checklist will be signed by the employee and supervisor upon completion and placed in the employee's file.

Some required training may be completed by contracting through an outside agency (i.e., Prevention and Support Training, CPR, Vehicle Safety, First Aid, and Article 9).

The Policy and Procedure Manual, Orientation Checklist, training classes, and on-going one-to-one sessions are utilized to provide training on the following topics:

- Philosophy of agency
- Individual rights and how to assist persons in securing and exercising those rights.
- Grievance procedure for clients
- Behavior management policies
- Confidentiality
- Conflict resolution
- Documentation and record keeping
- Functional skills training
- Incident reporting
- Prevention/reporting of neglect and abuse
- Employer relationship
- Reasonable accommodation, including assistive technology.

A variety of training methods are utilized to supplement the initial general and site-specific orientations. These methods include formal classroom training, on-the-job training, and attendance at staffing, guest lectures, and agency consultant sessions.

Performance Evaluation: The evaluation process is a continuous one. COPD uses the established performance evaluation developed by CCS and assures new hires are provided feedback at 90 days and annually for all staff. Supervisors will provide written feedback at the end of the "new employee introductory period", and every year thereafter. Employees who change positions will be evaluated on the anniversary date of position change. The procedure to be used in the evaluation process:

- Review and provide the job description to the employee during the annual evaluation.
- The evaluation process will include the participation of the employee.
- The employee will have the opportunity to read and to make written comments on the evaluation report.
- If the employee disagrees with the evaluation, the employee may note disagreements on the evaluation form.
- Evaluations become part of the employee's permanent record.
- Supervisors may schedule a special evaluation at any other time (employees have the same opportunity to participate and comment)
- A copy of the evaluation is given to the employee.

COPD's Workforce: COPD and CCS utilize an annual Workforce Development Plan (WFDP). The WFDP includes a Workforce Development Assessment and goal setting, Recruitment, Talent Acquisition, and Retention Strategies, Workplace Culture Development, Competency-Based Employee Development Processes, and other initiatives. COPD's current identification and recruitment strategies include Social Media; DES; Veteran's Workforce Center; Hispanic Chamber of Commerce; One Stop; Goodwill Industries; Employee Referral Programs; and Relationships with Schools/Colleges. COPD incorporates cultural development into all business aspects. COPD believes that cultural development begins at the Board of Director's and Leadership level, with its inherent composition of staff, volunteers, clients, and donors from many walks of life and fundamental values in action of "respects diversity in our community and advocates for a just and compassionate society." At all levels of the organization the workplace culture recognizes and values the contributions of employees and volunteers through positive work environment, equitable treatment and providing opportunities for growth and well-being.

COPD has an open-door policy within all levels of management and leadership and various communication methods are available, such as, in-person, telephonic, email or videoconferencing. Policies are in place that outlines behavior expectations of the worksite or workplace culture that is safe and respectful for all, as well as avenues and processes to report incidents that are averse to a respectful and professional environment. Compliance signage such as language preference/request, rights, grievance procedures and other resources are posted in COPD's lobby. ASL Interpreters are provided for meetings and training sessions.

Currently, COPD conducts annual surveys that request feedback on experience with services and input from members to improve services. CCS has a Mission Effectiveness Committee that reviews quality management areas, including workforce related matters.

D. Sustainability:

COPD has integrated a Green Cleaning Plan that is designed to protect the occupants' and workers' health and reduce the impact on human health and the environment. COPD's Green Cleaning Plan takes a holistic approach to focus on health and environmental impacts. COPD has taken every effort to implement products and processes including, but not limited to products containing recycled content, environmentally preferable product and services, vacuum cleaners with HEPA filtration, bio-based products, and other products and services that minimize the use of energy, water, and other resources.

COPD will maintain and follow all applicable standard industry practices including, but not limited to those published by the National Institute of Building Sciences (NIBS), American Society of Testing Materials (ASTM), and Carpet and Rug Institute (CRI), as well as applicable standards of the Environmental Protection Agency (EPA). COPD is a Member of the International Sanitary Supply Association (ISSA) and will be taking advantage of its training opportunities. COPD has taken every precaution to ensure that if available, only safe and environmentally preferable products are used. COPD will give preference to cleaning products that meet the following: USDA, designated bio-based products, Green Seal certified (Standard GS-37 for Commercial & Institutional Cleaners, Comprehensive Procurement Guidelines (CPG)), and applicable Executive Orders. We have impressed upon our staff and our customers that COPD is committed to Green Cleaning.

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

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

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

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

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

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

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

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

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

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

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

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

(Ord. 2002-1 § 1 (part), 2002)

11.38.020 - Eligible contract.

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

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

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

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

11.38.030 - Covered services.

Covered services are:

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

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

11.38.040 - Eligible employee.

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

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

(Ord. 2002-1 § 1 (part), 2002)

11.38.050 - Wages.

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

(Ord. 2002-1 § 1 (part), 2002)

11.38.060 - Compliance.

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

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

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

(Ord. 2002-1 § 1 (part), 2002)

11.38.070 - Records.

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

(Ord. 2002-1 § 1 (part), 2002)

11.38.080 - Reporting.

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

(Ord. 2002-1 § 1 (part), 2002)



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

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

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

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

Company Name: Catholic Community Services of Southern Arizona dba Community Outreach Program for the Deaf

Description of Services: Specialized Professional Staffing

Job Location: 140 W Speedway Blvd, Tucson, Arizona 85705

(PLEASE CHECK ALL THAT APPLY)

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

AND/OR

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

Blue Shield of California

Providers Name: _____

Address: P.O Box 27250 Chico, CA 95927-2540

Phone: 888-772-1076 Fax: 800-641-6652

Plan or Program Number: W0072412 Type of Benefit: EPO

Total premium paid per month: \$707

Amount paid by employee: \$25

(Attach pages if needed for additional providers)

COMPANY NAME: Catholic Community Services of Southern Arizona

AUTHORIZED SIGNATURE: Marquerite D Harmon DATE: 10/4/2021

Marquerite Harmon
PRINTED NAME
CEO
TITLE OF AUTHORIZED

End of Exhibit D

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

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

- (A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (B) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (C) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (D) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

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

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

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

END OF EXHIBIT E

RFP-PO-2200006 SPECIALIZED PROFESSIONAL STAFFING

ATTACHMENT A: RATES -Amendment No. 3

(Net 30-day Payment Terms)

MUST complete Billing Rate for ALL levels of a particular specialized profession to be considered.

Bidding all specialized profession categories is not required.

ITEM #	SPECIALIZED PROFESSION (Staff must be able to satisfy all Solicitation & Offer Agreement Requirements/Specifications)	LEVEL	ESTIMATED FTE ANNUAL USAGE QUANTITY	ESTIMATED ANNUAL USAGE QUANTITY	UOM (Per Hour)	LABOR RATE/HR (Amount Employee is paid)	BILLING RATE* (Per Hour)	EXTENDED TOTAL** (Est. Annual Usage X Billing Rate)
1	Education Coordinator	I	3	6240	HR	\$ 20.79		-
2	Education Coordinator	II	5	10400	HR	\$ 24.50		-
3	Education Coordinator	III	3	6240	HR	\$ 26.73		-
<i>Educator Coordinator Total Proposed Cost</i>							\$	-
4	Intake Specialist	I	5	10400	HR	\$ 17.50		-
5	Intake Specialist	II	5	10400	HR	\$ 19.00		-
6	Intake Specialist	III	5	10400	HR	\$ 20.50		-
<i>Intake Specialist Total Proposed Cost</i>							\$	-
7	Program Coordinator	I	3	6240	HR	\$ 23.50		-
8	Program Coordinator	II	3	6240	HR	\$ 25.00		-
9	Program Coordinator	III	3	6240	HR	\$ 26.50		-
<i>Program Coordinator Total Proposed Cost</i>							\$	-
10	Program Specialist	I	5	10400	HR	\$ 19.00		-
11	Program Specialist	II	5	10400	HR	\$ 20.50		-
12	Program Specialist	III	5	10400	HR	\$ 22.00		-
<i>Program Specialist Total Proposed Cost</i>							\$	-
13	Program Support Specialist	I	4	8320	HR	\$ 17.00		-
14	Program Support Specialist	II	4	8320	HR	\$ 18.50		-
15	Program Support Specialist	III	4	8320	HR	\$ 20.00		-
<i>Program Support Specialist Total Proposed Cost</i>							\$	-
16	Office Support	I	5	10400	HR	\$ 15.50		-
17	Office Support	II	5	10400	HR	\$ 17.00		-
18	Office Support	III	8	16640	HR	\$ 18.50		-
<i>Office Support Total Proposed Cost</i>							\$	-
19	Workforce Development Specialist	I	5	10400	HR	\$ 18.50	38.94	404,976.00
20	Workforce Development Specialist	II	8	16640	HR	\$ 20.00	41.43	689,395.20
21	Workforce Development Specialist	III	10	20800	HR	\$ 22.50	46.4	965,120.00
<i>Workforce Development Specialist Total Proposed Cost</i>							\$	2,059,491.20

* Billing Rate to be charged to County (Per Hour). The proposed Billing Rate must include the Labor Rate per hour (amount paid to employee) plus indirect cost, overh

** In Excel, the EXTENDED TOTAL will auto populate upon insertion of Billing Rate