



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: 6/20/2017

or Procurement Director Award

**Contractor/Vendor Name (DBA):** SER-Jobs for Progress of Southern Arizona, Inc. (Headquarters: Tucson, AZ)

**Project Title/Description:**  
One-Stop Operator Services

**Purpose:**

Award: Master Agreement No. MA-PO-17-258. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$24,000.00 and includes three (3) one-year renewal options.

Administering Department: Community Services, Employment & Training.

**Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive Sealed Proposals, Solicitation No. 252467 was conducted. Three (3) responses were received. Award is to the highest scoring proposal.

PRCUID: 252467

Attachments: Notice of Recommendation for Award and Master Agreement.

**Program Goals/Predicted Outcomes:**

Ensure collaboration and coordination of services between service providers and clients for successful operation of the Arizona@Work Pima County One-Stop system.

**Public Benefit:**

Unemployed will receive training for gainful employment.

**Metrics Available to Measure Performance:**

Review of performance reports to ensure compliance with grant requirements.

**Retroactive:**

No.

Procure Dept 05/24/17 PM02:08

**Original Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 17-258

Effective Date: 7/01/17 Termination Date: 6/30/18 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ 24,000.00  Revenue Amount: \$ \_\_\_\_\_

Funding Source(s): WIOA Title I: Adult, Dislocated Worker, Youth Administration and Rapid Response funds allocated by the State.

Cost to Pima County General Fund: \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards

Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Expense  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Jennifer Moore, Commodity Contracts Officer *MP* Division Manager: *Andrew*

Department: Procurement *May 9 5/18/17* Telephone: 520.724.8164

Department Director Signature/Date: \_\_\_\_\_

Deputy County Administrator Signature/Date: *John* 5/19/2017

County Administrator Signature/Date: *John* 5/19/2017

*(Required for Board Agenda/Addendum Items)*



**NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: May 19, 2017

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. 252467, One-Stop Operator Services that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after June 6, 2017.

Award is recommended to the highest scoring proposal.

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>AWARD AMOUNT</u>
SER-Jobs for Progress of Southern Arizona, Inc.	\$23,673.00	\$24,000.00

OTHER RESPONDENT NAMES  
Tucson Hispanic Chamber of Commerce  
Tucson Urban League, Inc.

Issued by: Jennifer Moore, Commodity Contracts Officer

Telephone Number: 520-724-8164

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov or via fax at 520-724-4434.



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

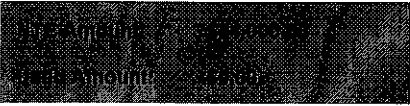
Master Agreement No: 1700000000000000258

MA Version: 1

Page: 1 of 2

Description: One-Stop Operator Services

I S S U E R	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	Issued By: RISE HART
	Phone: 5207245723
	Email: rise.hart@pima.gov

T E R M S	Initiation Date: 07-01-2017
	Expiration Date: 06-30-2018
	

V E N D O R	<b>SER-JOBS FOR PROGRESS OF S AZ</b>	Contact: ERNIE URIAS
	40 W 28TH ST	Phone: 520-624-8629
	TUCSON AZ 85713	Email:
		Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Allowed
<b>Modification Reason</b>	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$24,000.00 and includes three (3) 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: 17000000000000000258

MA Version: 1

Page: 2 of 2



1	Pima County One-Stop Operator Service Contract Amt (Not-To-Exceed) 24000.00	Service From 2017-07-01	Service To 2018-06-30
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**PROPOSAL AGREEMENT**

**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with One-Stop Operator services on an "as required basis" by issue of Delivery Order ("DO").

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.

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 Addenda, 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 & REVISIONS:**

The initial term of the Master Agreement will be for a one (1) year period and include three (3) 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 Master Agreement 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:**

CERTIFY MINIMUM QUALIFICATIONS BY CHECKING THE CORRECT RESPONSE BOX (YES OR NO) AND PROVIDING APPLICABLE INFORMATION OR DOCUMENTATION. A 'NO' answer will be the cause of your offer to be rejected as *Non-Responsive*. Contractor must be an established for profit, private, non-profit or consortium and submit documentation attesting to such type of business entity.

MINIMUM QUALIFICATIONS	
<b>3.1</b>	<p><b>Responsible:</b> 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.</p> <div style="text-align: right;"> <input type="checkbox"/> Yes  <input type="checkbox"/> No         </div>

The remainder of this page is intentionally left blank.

<b>3.2</b>	<p><b>Entity Type:</b> One-Stop Center Operators may be a single entity (public, private, or non-profit) or a consortium of entities. Place a <input checked="" type="checkbox"/> in the appropriate response, indicating type of entity and provide documentation to substantiate meeting this minimum qualification.</p> <p><input type="checkbox"/> <b>Private for Profit</b> (attached is a copy of Articles of Incorporation)</p> <p><input type="checkbox"/> <b>Public Entity</b> (attached is a copy of Articles of Incorporation)</p> <p><input checked="" type="checkbox"/> <b>Non-Profit</b> (attached is Letter of Determination issued by the Internal Revenue Service)</p> <p><input type="checkbox"/> <b>Consortium of Entities</b> If the consortium of entities is one of the One-Stop Partners, it must include a minimum of three required One-Stop Partners. In a consortium, all contractual responsibility must rest solely with one legal entity serving as the fiscal agent.</p> <p><input type="checkbox"/> Attached is a copy of Articles of Incorporation for the legal entity serving as fiscal agent.</p> <p>Place a <input checked="" type="checkbox"/> , as applicable, by a minimum of three (3) Required One-Stop Partners:</p> <p><input type="checkbox"/> Required Core Partner – Title I</p> <p><input type="checkbox"/> Required Core Partner – Title II</p> <p><input type="checkbox"/> Required Core Partner – Title III</p> <p><input type="checkbox"/> Required Core Partner – Title IV</p> <p><input type="checkbox"/> Required Other Partner – YouthBuild</p> <p><input type="checkbox"/> Required Other Partner – Native American Pgms</p> <p><input type="checkbox"/> Required Other Partner – Job Corps</p> <p><input type="checkbox"/> Required Other Partner – Post-secondary Vocational Education Activities under the Carl Perkins Vocational and Applied Technology Act</p> <p><input type="checkbox"/> Required Other Partner – Employment and Training Activities carried out by the U.S. Department of Housing and Urban Development (HUD)</p> <p><input type="checkbox"/> Required Other Partner – Programs authorized under Section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532)</p> <p><input type="checkbox"/> Required Other Partner – Employment and Training Activities carried out under the Community Services Block Grant (CSBG) Act</p>
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#### **4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Contractor will serve as the ARIZONA@WORK Pima County One-Stop Operator (OSO) under Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-128). The purpose of WIOA is to implement job training system reform and strengthen the workforce investment system of the nation to put Americans, particularly those individuals with barriers to employment, back to work and make the United States more competitive in the 21st Century. As prescribed by the State, each local workforce investment system shall function to increase the employment, retention and earnings of participants, and increase occupational skill attainment by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation.

##### **Designated Local Area:**

The Arizona Governor must designate local areas in order to receive WIOA title I adult, dislocated worker, and youth allotments, as required by WIOA sec. 106. Local areas serve as a jurisdiction for the administration of workforce development activities and execution of adult, dislocated worker, and youth funds allocated by the State.

Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders as required by DOL and the Arizona Department of Economic Security.

Contractor must maintain good standing with the Arizona Corporation Commission and not have any debarment or suspension action.

Contractor will have in place Lobbying, Drug Free Workplace, Equal Employment Opportunity and American with Disabilities Act policies.

Contractor will be subject to provide audited financial statements, as requested by the County.

##### **Local Workforce Development Board:**

The purpose of the Local Board. The Local Board is the Pima County Workforce Investment Board (WIB) and represents a wide variety of individuals, businesses, and organizations throughout the local area. The Local Board serves as a strategic convener to promote and broker effective relationships between the Local Chief Elected Official(s) (CEOs) and economic, education, and workforce partners.

The Local Board must develop a strategy to continuously improve and strengthen the workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs to promote economic growth. Local Board members must establish a platform in which all members actively participate and collaborate closely with the required and other partners of the workforce development system, including public and private organizations. This is crucial to the Local Board's role to integrate and align a more effective, job-driven workforce investment system.

Note: As mandated in the WIOA, the One-Stop Operator may not assume the duties and responsibilities of the Pima County WIB or the Local CEOs.

Any such applicable legal authority, including but not limited to the provisions of the WIOA and regulations adopted thereunder, shall be incorporated into this contract by reference and, to the extent inconsistent with any provision of this contract, shall supersede and be substituted for the inconsistent provision.

The position will be funded by federal grant(s) made available to Pima County pursuant to Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-128).

**NOTE:** Operator position is subject to fund availability allocated by the State from the U.S. Department of Labor (DOL) to fund the ARIZONA@WORK Job Centers/One-Stop Career Centers.

The role of the Operator is to that of a coordinator. The Operator is responsible to carry out the duties and provide the deliverables that meet and achieve the goals and objectives of the WIOA of 2014 and the Plan adopted by the Pima County Board of Supervisors.

1. Operator shall serve as an intermediary to the One-Stop Partners and service providers.
  - Operator must coordinate across One-Stop Partners and service providers. Service providers are local Partners competitively procured by Community Services, Employment and Training Department.
  - Operator shall be responsible for familiarizing him/herself with the One-Stop Partners by industry and performance to know and understand job and labor market availability.
2. Operator will be responsible for familiarizing him/herself with the various ARIZONA@WORK Job Centers/One-Stop Career Centers and their perspective-targeted clientele to know and understand how to coordinate and offer program services available in the workforce area that meet participants and business's needs.
  - Three tiers of services are currently offered: Employment Resources, Intensive Career Services and Training.
3. Operator shall work on projects to improve the workforce operating system under the direction and guidance of the Workforce Invest Board (WIB).
  - Convene One-Stop Partners' meetings to discuss customer services.
  - Review the ARIZONA@WORK/One-Stop system customer flow system and recommend efficiencies to Partners.
  - Deliver Federal and State guidelines (i.e., TEGs) to One-Stop Partners.
  - Assist the WIB and One-Stop Partners with Memorandum of Understanding (MOU) revisions.
  - Coordinate One-Stop Partners' Cross-Training Programs.
  - Maintain the local Eligible Training Provider List (ETPL).
  - Provide monthly updates to the WIB Director and Partners for inclusion in the WIB Director's Report to the WIB.
  - Provide the WIB with items for the Annual Report and Workforce Development Plan.
4. Compliance Assurances: Employer and participant records are confidential records and kept for five (5) years as required by the DOL.
5. In accordance with WIOA § 678.620 (b)(1) subject to paragraph (b)(2), a One-Stop Operator may not perform the following functions:
  - a. Convene system stakeholders to assist in the development of the local Plan.



- b. Prepare and submit local Plans (as required under Section 107 of the WIOA).
- c. Be responsible for oversight of itself.
- d. Manage or significantly participate in the competitive selection process for One-Stop Operators.
- e. Select or terminate One-Stop Operators, career services, and youth providers.
- f. Negotiate local performance accountability measures.
- g. Develop and submit a budget for activities of the Pima County WIB.

(b)(2) An entity serving as a One-Stop Operator, that also serves a different role within the One-Stop delivery system, may perform some or all of these functions when it is acting in its other role, if it has established sufficient firewalls and conflict of interest policies and procedures. The policies and procedures must conform to the specifications in § 679.430 of this chapter for demonstrating internal controls and preventing conflict of interest.

**5. SUSTAINABILITY:** In accordance with BOS Resolution 2007-84, Pima County values and encourages sustainable practices. Please **CHECK**  which of the following your business incorporates:

Waste prevention/reduction or material recycling/reuse?

Alternative energy/fuels (such as solar/wind energy, bio-diesel, alternative fuels, hybrid vehicles) in your program's preparation, transportation, and demonstration?

Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?

Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?

Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located within Pima County)?

**6. OFFER ACCEPTANCE AND ORDER RELEASES:**

County will accept offer and execute this 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 goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM 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) workdays 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 or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

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.

**7. ACCEPTANCE OF GOODS AND SERVICES:**

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

**8. COMPENSATION & PAYMENT:**

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

All Invoice documents will reference the County's PO, DO or DOM 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.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do 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 shall submit valid invoice document consistent with the associated PO, DO or DOM 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.

Standard Early Payment Discount Percent:  N/A  % if payment tendered within  N/A  Days as above.

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

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

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 Pima 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 Pima 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.

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.

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.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's PO, DO, or DOM 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 PO, DO, or DOM 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).

**UNIT PRICES/COST BUDGET**  
**(Net 30 Days - Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Proposal Agreement requirements, General & Item Specifications  *Visit <a href="https://gao.az.gov/publications/saam">https://gao.az.gov/publications/saam</a> for guidelines pertaining to compliance with the use of grant funds.	Estimated Annual Budget AMOUNT \$
1	Personal Services & Benefits	\$903.00
2	Professional & Outside Services	\$20,000.00
3	In-State Travel*	\$1,780.00
4	Out-of-State Travel*	\$N/A
5	Other Operating Expense	\$310.00
6	Occupancy	\$192.00
7	Non-Capital Equipment	\$N/A
8	Communications	\$488.00
FOB Destination/Unloaded. Cost of freight should be included in unit price. Although taxes will be paid, applicable to <u>NOT</u> include sales tax in unit price.		<b>TOTAL BID</b> \$23,673.00

**9. DELIVERY:**

On-Time delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the PO, DO, or DOM document.

ARIZONA@WORK Job Centers/Pima County One-Stop Career Centers

Contractor guarantees delivery of product or service in less than one (1) calendar days after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

**10. TAXES, FEES, EXPENSES:**

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 itemizes them.

**11. OTHER DOCUMENTS:**

Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 252467 including the Request for Proposal, Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Contractor's Proposal, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**12. INSURANCE:**

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Pima County in no way warrants that the minimum 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.

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the above-required 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 of their obligations have been discharged, coverage with limits of liability not less than those stated below.

**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, and broad form contractual liability coverage, and products – completed operations.

**Business Automobile Liability** –Comprehensive Automobile Liability - \$1,000,000 Combined single limit, or \$1,000,000 bodily injury and \$1,000,000 property damage

**Workers' Compensation and Employers' Liability** - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$250,000.

Note: The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

**Additional Insurance Requirements:**

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

**Additional Insured Endorsement:** 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 Endorsement:** 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 Endorsement:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary for this written agreement and that any insurance carried by Pima County, its agents, officials, employees or Pima County 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.

**Verification of Coverage:**

Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) 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 the appropriate County 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.

**Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this contract, the Contractor must provide to Pima County within five (5) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

**Approval and Modifications:**

Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**13. PERFORMANCE BOND: N/A**

**14. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

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

<b>Addendum #</b>	<b>Date</b>	<b>Addendum #</b>	<b>Date</b>	<b>Addendum #</b>	<b>Date</b>
1	03/31/2017				
2	04/04/2017				

**15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION: N/A**

**16. GRANT COMPLIANCE:**

As applicable, at no additional cost to County, CONTRACTOR agrees to comply with all requirements included in Intergovernmental Agreement CTN-CS-13\*367 by and between the Arizona Department of Economic Security and Pima County for the financing of WIA Title 1B Adult, Youth, Dislocated Worker and Rapid Response programs.

**(REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)**

17  
B. BID/OFFER CERTIFICATION INFORMATION & EXECUTE AND SIGN PROPOSAL AGREEMENT FORM

CONTRACTOR LEGAL NAME: SER-Jobs for Progress of Southern Arizona, Inc.

BUSINESS ALSO KNOWN AS: N/A

MAILING ADDRESS: 40 West 28<sup>th</sup> Street

CITY/STATE/ZIP: Tucson, Arizona 85713

REMIT TO ADDRESS: 40 West 28<sup>th</sup> Street

CITY/STATE/ZIP: Tucson, Arizona 85713

CONTACT PERSON NAME/TITLE: Ernest Urias, Director

PHONE: (520) 624-8629 FAX: (520) 623-5754


CONTACT PERSON EMAIL ADDRESS: erik.dorame@pima.gov

EMAIL ADDRESS FOR ORDERS & CONTRACTS: ser7@qwestoffice.net

CORPORATE HEADQUARTERS ADDRESS: 40 West 28th Street, Tucson, AZ 85713

WEBSITE: www.serjobsforprogress.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 addenda and has incorporated all such addenda 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 shall 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" article.

SIGNATURE:  DATE: 13 April 2017

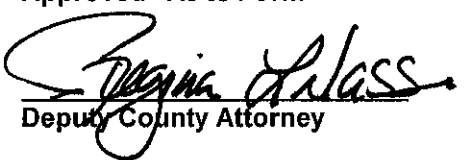
Ernesto Urias, Director

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: (520) 624-4703 erik.dorame@pima.gov

County Attorney Contract Approval "As to Form":

Approved "As to Form"

  
Deputy County Attorney

5-17-2017  
Date

REGINA NASSEN

**PIMA COUNTY STANDARD TERMS AND CONDITIONS (2/14/17)****1. OPENING:**

Responses will be publicly opened and each respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing Offerors during the process of negotiation. All interested parties are invited to attend.

**2. EVALUATION:**

Responses shall be evaluated to determine which are most advantageous to Pima County (COUNTY) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, COUNTY will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Proposal document determination of the low/lowest bids will be made considering the total bid amount.

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:**

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

**4. AWARD:**

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all proposals, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of COUNTY. Unless expressly agreed otherwise, resulting contracts are not exclusive, 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 shall govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

**7. INTERPRETATION and APPLICABLE LAW:**

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall 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, Purchase Order, Delivery Order or Delivery Order Maximo revision or amendment as required by COUNTY Procurement Code. 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 to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price proposal document. 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 extended in writing by an authorized representative of COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, 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 will not be held 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, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

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

**13. INSPECTION:**

All goods and services are subject to inspection and testing at place of manufacture, destination or both by COUNTY. Goods failing to meet specifications of the order or contract will be held at Contractor's risk and may be returned 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 waiver of any condition will not be considered a waiver of that condition for subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and are to be included in the Unit Price proposal by Contractor and accepted by COUNTY.

**15. PAYMENT TERMS:**

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

**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 all specification requirements have been met.

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

In the event any item furnished by Contractor in the performance of the contract should fail to conform to the specifications thereof, or to the sample submitted by Contractor, 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 Master Agreement or Purchase Order and 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 Master Agreement, Purchase Order 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 at any time it shall be found 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 any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

#### **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 developed by COUNTY. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. 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 are within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY contracts can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Contracts*.

#### **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 Master Agreement, Purchase Order, and associated orders. Contractor may be required 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 Master Agreement, Purchase Order 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 be in accordance 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 provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. 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 brought 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. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all COUNTY Master Agreements or Purchase Orders as if set forth in full therein.

**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.

**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 specifically stated otherwise in the contract. Such tools and documentation are the property of COUNTY and will be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation will be delivered 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 had 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 filed in accordance with the Pima County Procurement Code, Section 11.20.010.

**33. TERMINATION:**

COUNTY reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo 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 and must be promptly delivered 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. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

**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: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, proposal agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; 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. BOOKS 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 Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed 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 Master Agreement and Purchase Order, the signed proposal of Contractor and the signed acceptance of COUNTY are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase Order, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

**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 Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo 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 directly employed by it. 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 found 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:**

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 Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR 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 Article is the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay 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 otherwise specified and agreed to in writing by COUNTY, 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:**

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

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