



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

Award Contract Grant

Requested Board Meeting Date: December 7, 2021

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Catholic Community Services of So AZ Inc. DBA: Pio Decimo Center, (Headquarters: Tucson, AZ)
Catholic Community Services of Southern Arizona Inc. DBA: Community Outreach Program for the Deaf,
(Headquarters: Tucson, AZ)
Dorothy Kret & Associates, Inc., (Headquarters: Tucson, AZ)
Goodwill Industries of Southern Arizona, Inc., (Headquarters: Tucson, AZ)
Ser-Jobs for Progress Of Southern Arizona, Inc., (Headquarters: Tucson, AZ)
Tucson Youth Development, Inc., (Headquarters: Tucson, AZ)

***Project Title/Description:**

Specialized Professional Staffing

***Purpose:**

Award: Master Agreement No. MA-PO-22-061. 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. Administering Department: Community & Workforce Development.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, Solicitation No. RFP-PO-22-006 was conducted. Nineteen (19) responses were received. One (1) response was deemed non-responsive. Award is recommended to the six (6) responsive and responsible proposals scoring 70 points and above.

PRCUID: 419344

Attachments: Notice of Recommendation for Award and Master Agreements.

***Program Goals/Predicted Outcomes:**

The program's goal is to prepare job seekers for current and projected demand occupations that offer wages that allow self-sufficiency or that have a clear career path leading to self-sufficiency.

***Public Benefit:**

This program supports Pima County's economic development by helping to develop a trained and productive labor force that meets employers needs.

***Metrics Available to Measure Performance:**

Community Workforce Development will monitor vendors compliance to the contract.

***Retroactive:**

No.

NW 1821113 POC/KTF RD D6

To: COB 11-18-21(1)
Pgs: 256
Vers: 1

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e.,15-123): 22-061

Commencement Date: 1/1/2022 Termination Date: 12/31/2022 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 8,000,000.00 Revenue Amount: \$ _____

*Funding Source(s) required: General Fund
Various Grants

Funding from General Fund? Yes No If Yes \$ _____ % 22

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? Vendor

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e.,15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Brandon Morgan, Procurement Officer Digitally signed by Brandon Morgan Date: 2021.11.10 08:59:00 -07'00' Division Manager Ana Wilber Digitally signed by Ana Wilber Date: 2021.11.10 09:59:23 -07'00'

Department: Procurement Director Terri Spencer Digitally signed by Terri Spencer Date: 2021.11.10 16:20:52 -07'00' Telephone: 520.724.9510

Department Director Signature/Date: Daniel P. Sullivan Digitally signed by Daniel P. Sullivan Date: 2021.11.15 13:39:11 -07'00'

Deputy County Administrator Signature/Date: _____ 17 Nov 2021

County Administrator Signature/Date: _____ 11/17/2021
(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: 11/10/2021

The Procurement Department hereby issues formal notice to respondents to Solicitation No. RFP-PO-2200006 for Specialized Professional Staffing that the following listed respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after 12/7/2021.

Award is recommended to the below highest scoring proposers who will be sharing an annual award amount of \$8,000,000.00.

AWARDEE NAMES:

Position Descriptions	Vendor Name	Vendor Name	Vendor Name	Vendor Name	Vendor Name	Vendor Name
Education Coordinator	Goodwill Industries of Southern Arizona, Inc.					
Intake Specialist	Tucson Youth Development Inc.	Dorothy Kret & Associates, Inc.				
Program Coordinator	Tucson Youth Development Inc.					
Program Specialist	Dorothy Kret & Associates, Inc.					
Program Support Specialist	Dorothy Kret & Associates, Inc.					
Office Support	Tucson Youth Development Inc.	Dorothy Kret & Associates, Inc.				
Workforce Development Specialist	Goodwill Industries of Southern Arizona, Inc.	Tucson Youth Development Inc.	Ser-Jobs for Progress Of Southern Arizona, Inc.	Dorothy Kret & Associates, Inc.	Catholic Community Services of Southern Arizona Inc. DBA: Community Outreach Program for the Deaf	Catholic Community Services of So AZ Inc. DBA: Pio Decimo Center

OTHER RESPONDENT NAMES:

Abacus Service Corporation
AppleOne
Cambay Consulting
Compunnel, Inc.
Cogent Infotech Corp.
Cynet Systems, Inc.
Infojini
InfoStride
Old Pueblo Community Services
Portable Practical Education Preparation, Inc.
The Temp Connection
US Tech Solutions
22nd Century Technologies, Inc.

Issued by: Brandon Morgan, Procurement Officer
Telephone Number: (520)724-9510

This notice is in compliance with Pima County Procurement Code §11.12.020(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.



PIMA COUNTY

MASTER AGREEMENT

PIMA COUNTY, ARIZONA

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

Master Agreement No: 2200000000000000061

MA Version: 1

Page: 1 of 12

Description: Professional Workforce Staffing Services

I S S U E R	<p>Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701</p> <p>Issued By: BRANDON MORGAN Phone: 5207249510 Email: brandon.morgan@pima.gov</p>
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T E R M S	<p>Initiation Date: 01-01-2022 Expiration Date: 12-31-2022</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>NTE Amount: Used Amount: \$0.00</p> </div>
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V E N D O R	<p>TUCSON YOUTH DEVELOPMENT INC 1901 N STONE AVE TUCSON AZ 85705</p>	<p>Contact: MICHAEL BLOOM Phone: 520-623-5843 Email: arnold.palacios@acehs.org Terms: 0.00 % Days: 30</p>
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Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
<p>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.</p>	

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: 2 of 12

Line	Description					
1	Intake Specialist I Discount 0.0000 %	UOM HOUR	Unit Price \$36.00	Stock Code	VPN	MPN
2	Intake Specialist II Discount 0.0000 %	UOM HOUR	Unit Price \$37.50	Stock Code	VPN	MPN
3	Intake Specialist III Discount 0.0000 %	UOM HOUR	Unit Price \$39.00	Stock Code	VPN	MPN
4	Program Coordinator I Discount 0.0000 %	UOM HOUR	Unit Price \$42.00	Stock Code	VPN	MPN
5	Program Coordinator II Discount 0.0000 %	UOM HOUR	Unit Price \$43.50	Stock Code	VPN	MPN
6	Program Coordinator III Discount 0.0000 %	UOM HOUR	Unit Price \$45.00	Stock Code	VPN	MPN
7	Office Support I Discount 0.0000 %	UOM HOUR	Unit Price \$34.00	Stock Code	VPN	MPN
8	Office Support II Discount 0.0000 %	UOM HOUR	Unit Price \$35.50	Stock Code	VPN	MPN
9	Office Support III Discount 0.0000 %	UOM HOUR	Unit Price \$37.00	Stock Code	VPN	MPN
10	Workforce Development Specialist I Discount 0.0000 %	UOM HOUR	Unit Price \$37.00	Stock Code	VPN	MPN
11	Workforce Development Specialist II Discount 0.0000 %	UOM HOUR	Unit Price \$38.50	Stock Code	VPN	MPN
12	Workforce Development Specialist III Discount 0.0000 %	UOM HOUR	Unit Price \$41.00	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
No. 1	09/14/2021	No. 3	09/28/2021		
No. 2	09/20/2021				

14. BID/OFFER CERTIFICATION:CONTRACTOR LEGAL NAME: Tucson Youth Development, Inc.

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: 1901 N. Stone AvenueCITY/STATE/ZIP: Tucson, Arizona 85705REMIT TO ADDRESS: 1901 N. Stone AvenueCITY/STATE/ZIP: Tucson, Arizona 85705CONTACT PERSON NAME/TITLE: Dr. Michael Olguin, Executive DirectorPHONE: (520) 623-5843 FAX: (520) 791-9893CONTACT PERSON EMAIL ADDRESS: executivedirector@tucsonyouth.orgEMAIL ADDRESS FOR ORDERS & CONTRACTS: executivedirector@tucsonyouth.org

CORPORATE HEADQUARTERS ADDRESS: _____

WEBSITE: TucsonYouth.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:  DATE: 10/05/2021Dr. Michael Olguin, Executive Director, Tucson Youth Development, Inc.

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: (520) 623-5843 executivedirector@tucsonyouth.org

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 Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

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

9. QUANTITY:

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

10. PACKING:

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

11. DELIVERY:

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

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

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

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

12. SPECIFICATION CHANGES:

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

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

13. INSPECTION:

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor with costs for transportation, unpacking, inspection, repacking, 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-to-work vocational instructor. Implements a curriculum program developed and approved by County supervisory staff, consistent with the mission and objectives of the applicable County education program.

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

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

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

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: Tucson Youth Development, 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
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: <u>NLW3JWQYME45</u> Expiration Date: <u>May 11, 2022</u>

	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: 123720120 <hr/> Expiration Date: Not applicable

SIGNATURE: 

DATE: **October 5, 2021**

Dr. Michael Olguin, Executive Director, Tucson Youth Development, Inc.
 PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

END OF EXHIBIT B

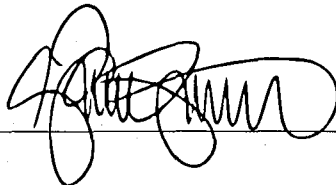
EXHIBIT C: QUESTIONNAIRE (1 PAGE)

OFFEROR'S NAME: Tucson Youth Development, 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.

SIGNATURE:



DATE: 10/05/2021

Dr. Michael Olguin, Executive Director, Tucson Youth Development, Inc.

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

END OF EXHIBIT C

A. **Cost** (0 to 30 points)

Total Price Proposed (TPP): [REDACTED] **for Calendar Year (CY22)**

Proposed Billing Rate (BR) = Hourly Rate (HR) + [REDACTED] **/per hour, per person/position**

See Attachment A: Rates – Amendment No. 3

In this section, we present a Total Price Proposed (TPP) that is both competitive and representative. We understand that this process is competitive; however, we also understand the importance of operating within a budget that represents annual operating costs that is representative of previous FY data along with appropriately estimated increases. In general, we anticipate that costs will increase every new fiscal/calendar year. As society continues to transition out of the COVID-19 pandemic and its disastrous effects, we anticipate increased costs due to increased workforce development activities. In order to be sure there is adequate funding for these increases, below we provide the average FY costs and the associated increases due to increased costs. In this spirit, we have provided the methodologies and reasonings behind our calculations for this proposal below.

Calculation of [REDACTED] added to the hourly rate

The calculations below are annual expenses. In order to convert these annual amounts across all proposed staff members on a per-person per-hour amount, we used this formula in the calculations for the following:

Annual amount / 10.5 staff positions / 2080 hours in a calendar year

1. Operating Expenses

Data from FY20 and FY21 show an average of approximately [REDACTED] per FY in operational expenses. As we anticipate a general increase in costs related to operational expenses, particularly with increased activities as a direct result of transition out of the COVID-19 pandemic, we have added a **10% increase**.

[REDACTED] X 10% increase (1.10) = [REDACTED]

[REDACTED] / 10.5 = [REDACTED] / 2080 = [REDACTED]

[REDACTED] **per hour (per person)**

2. **Administrative**

Utilizing the methodology from previous contract periods, we calculated an approximate average of [REDACTED] per FY in administrative expenses which includes the following positions:

- 1) Executive Director (21% of salary & benefits)
- 2) Business Office Manager (21% of salary & benefits)
- 3) Human Resources Coordinator (21% of salary & benefits)
- 4) Facilities Manager (21% of salary & benefits)
- 5) Programs Director (65% of remaining salary & benefits)*
- 6) Receptionist (50% of part-time salary, no benefits)**

*This position is being partially-funded through the 0.5 Program Coordinator position proposed in this RFP. The 65% of the salary and benefits for this position represent 65% of the remaining (non-Program Coordinator) salary.

**We have modified the portion of the Receptionist salary to 50%. Workforce Innovation and Opportunity Act (WIOA) activity, whether clients, staff or general workforce-related inquiries, represent the overwhelming majority of visits to the TYD building (1901 N. Stone). We anticipate an increase in building visits from individuals seeking workforce-related opportunities.

[REDACTED] / 10.5 = [REDACTED] / 2080 = [REDACTED]

[REDACTED] per hour (per person)

3. **Programs Director (additional salary and benefits)**

As the Programs Director is listed as a 0.5 Program Coordinator in this RFP, we need to account for the remaining salary that is *not* included in (1) the 0.5 Program Coordinator salary or (2) the Administrative costs above (#2).

[REDACTED] additional salary + [REDACTED] additional benefits = [REDACTED]

[REDACTED] / 10.5 = [REDACTED] / 2080 = [REDACTED]

[REDACTED] per hour (per person)

4. Employee Benefits

Benefits for the currently proposed 10.5 staff members for FY21 equals approximately [REDACTED]. Due to anticipated increases in benefits for 2022, we added a **10% increase**. The COVID-19 pandemic will undoubtedly lead to increased costs for medical and healthcare alone, in addition to the continued trend of increased benefits overall.

[REDACTED] X 10% increase (1.10) = [REDACTED]

[REDACTED] / 10.5 = [REDACTED] / 2080 = [REDACTED]

[REDACTED] per hour (per person)

5. Other Operating Costs

These additional costs are included to account for any additional expenditures beyond the above amounts. These Other Operating Costs will include any additional overhead, direct/indirect costs, incidentals and/or overages from the above budget items. Again, our goal is to propose a billing rate that represents previous FY expenditure data and that includes appropriately anticipated increases due to increased operational costs.

[REDACTED]

[REDACTED] / 10.5 = [REDACTED] / 2080 = [REDACTED]

[REDACTED] per hour (per person)

Proposed Budget Item	Hourly Amount
Operating Expenses: [REDACTED]	[REDACTED]
Administrative: [REDACTED]	[REDACTED]
Programs Director (additional): [REDACTED]	[REDACTED]
Employee Benefits: [REDACTED]	[REDACTED]
Other Operating: [REDACTED]	[REDACTED]
TOTAL	[REDACTED]

Cost Summary

For this response, we submit a TPP of [REDACTED]. This amount is both reflective of data of actual expenses from previous FYs, with additional increases due to anticipated increased costs. The calculations used for this TPP have a direct correlation to previous FY expenditure data by budget item. In addition, the TPP also has a direct correlation in its total amount to previous FY data (with increases for anticipated increased costs for calendar year 2022). We have the utmost confidence that these calculations, and the previous FY data upon which they are based, reflect a total cost that is both reflective of previous FY data, and remain competitive while also allowing TYD to operate within its fiscal means.

	Position	FTE	Level	Hourly Rate	Cap	Advt	Year Hours	Year Total w/HR	Year Total w/BR
Leyva, Laura	<i>Intake Specialist</i>	1	I	\$ 17.50	\$	\$	2080	\$ 36,400.00	\$
Cañez, Beatriz	<i>Intake Specialist</i>	1	I	\$ 17.50	\$	\$	2080	\$ 36,400.00	\$
Gutierrez-Chavez, Jessica	<i>Office Support</i>	1	II	\$ 17.00	\$	\$	2080	\$ 35,360.00	\$
Martinez, David	<i>Office Support</i>	1	I	\$ 15.50	\$	\$	2080	\$ 32,240.00	\$
Nossem, Edward	<i>Office Support</i>	1	I	\$ 15.50	\$	\$	2080	\$ 32,240.00	\$
Contreras, Ashley	<i>Workforce Development Specialist</i>	1	II	\$ 20.00	\$	\$	2080	\$ 41,600.00	\$
Levin, Gina	<i>Workforce Development Specialist</i>	1	III	\$ 22.50	\$	\$	2080	\$ 46,800.00	\$
Leyvas, Nancy	<i>Workforce Development Specialist</i>	1	I	\$ 18.50	\$	\$	2080	\$ 38,480.00	\$
Moreno, Karla	<i>Workforce Development Specialist</i>	1	II	\$ 20.00	\$	\$	2080	\$ 41,600.00	\$
Yslas, Martha	<i>Workforce Development Specialist</i>	1	II	\$ 20.00	\$	\$	2080	\$ 41,600.00	\$
Valdez, Heriberto	<i>Program Coordinator</i>	0.5	III	\$ 26.50	\$	\$	1040	\$ 27,560.00	\$
TOTAL								\$ 410,280.00	\$

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)**

Tucson Youth Development staff including Workforce Development Specialists (WDSs), Office Supports, and Intake Specialists have a long history of offering seamless services and carrying out activities that benefit customers and clients and to serve a diverse population. WDS staff at both TYD and Arizona@Work Pima County One Stop Youth Centers make client engagement their highest priority. Staff focus on making client engagement not only accessible but inviting. WDS staff in both locations make computers available for client use. They have used databases including AJC, PTS, 211 Directory, and Career Exploration. In addition, WDS staff have extensive knowledge of Pima County policies and procedures. They have developed significant skill in interacting with clients and supporting them in realizing their workforce development goals.

Workforce Development Specialists practice active listening and detailed communication skills. They have been trained to observe body language and communicate with clients in a manner that encourages active sharing of goals, challenges, and priorities while offering recommendations for successful interventions. In today's service delivery environment impacted by the COVID pandemic, WDSs have implemented social distancing and face covering protocols mandated by Pima County. Another asset implemented by TYD WDS staff is bilingual communication capability. Most of the staff are able to communicate with clients in both English and Spanish. This ability to communicate in more than one language serves as a benefit for clients from diverse backgrounds and ethnic modalities.

Office Supports and Intake Specialists are located at different locations to expand public and community access to services. As with the Workforce Development Specialists, most of the Office Supports and Intake Specialist are bilingual and able to communicate in English and Spanish. This is an important asset, as the Office Supports serve as the first-line service provider in the client engagement process. With many years of experience, the Office Supports and Intake Specialists have become efficient and resourceful. They are well organized and have extensive knowledge of navigating through the processes of engagement and enrollment in Workforce Development programs. Not only are they intimately familiar with procedural activities within their operational environment, but they also are familiar with benefits provided by partnering organizations.

Tucson Youth Development's Workforce Development Specialists, Office Supports, and Intake Specialists have an unmatched history of service delivery to Pima County youth developed over many years of service delivery. The skills and knowledge of these service providers are combined with resources and tools to offer seamless services. It is also necessary to consider the extensive training that these staff members have received over many years. Extensive training combined with operational experience and dedication to serving a diverse population make the TYD WDSs, Office Supports, and Intake Specialists highly qualified to provide workforce development services to Pima County and its youth population.

2. Describe previous general organizational experience and past performance. (10)Previous general organizational experience

TYD workforce development programs for youth and young adults include: (1) summer and after-school basic education and work experience programs; (2) summer youth employment; (3) WIOA workforce development services; and (4) industry-related career internship opportunities. These internships are career pathways aligned with the Workforce Investment Board (WIB) targeted industries. TYD has established robust partnerships including: employers; urban and rural school districts and LEAs; the Department of Economic Security (DES); the City of Tucson; Chambers of Commerce and other youth-serving agencies. These relationships support youth educational and employment opportunities, direct job placements, and career pathway internship placements. Through a combination of education, training and work experience, the career pathway internship model leads to accredited certification in industry-related occupations for participants and transitions youth directly into the workforce.

TYD has more than 50 years of experience in staffing youth services programs as described in the Pima County Procurement RFP. TYD also has many years of successful involvement in a variety of activities that support the development of workforce skills and attributes. Examples include: Work Readiness and Employability Skill Workshops for adjudicated youth; orientation and soft-skills training; mentorship and tutoring; and accelerated interviewing processes with potential employers for employment and internship placement. Additional youth development activities focus on more expansive life and social skills development.

Past performance

TYD has an unblemished record of meeting performance objectives that spans many years. Under the Workforce Investment Act (WIA) and, more recently, the Workforce Innovation and Opportunity Act (WIOA), TYD has consistently met or exceeded its contractual goals and expectations. This record includes primarily In School Youth (ISY) in the WIA program prior to 2014 and Out of School Youth (OSY) youth in the WIOA program beginning in 2014 through the present time. There was some major change in service strategy required when the US Congress changed the ratio criteria for In-School to Out-of-School enrollment from WIA to WIOA in 2014. At that time TYD was asked to discontinue enrolling ISY and begin enrolling only OSY, “disconnected” youth. TYD rose to the occasion and immediately changed its focus from ISY to OSY. Since 2018, TYD has met or exceeded all youth program performance measures. Average placement rate under WIOA since 2018 is 94%.

The organization has committed to doing whatever is necessary to perform at contracted levels for enrollment, closure, and placements under the WIOA contract that began in July 2016. To this end, TYD hired a full time recruitment staff position, initially at its own expense to provide employer outreach and participant enrollment activities. TYD made this significant commitment in an effort to identify and recruit eligible program participants under the new WIOA eligibility requirements. This position was later moved under the WIOA contract authority, and, as such was funded through the Pima County Arizona@Work WIOA contract. However, the decision to hire a 1.0 FTE staff initially at the expense of Tucson Youth Development to conduct outreach and recruitment objectives reflects the deep commitment TYD has made to performing at contracted levels.

Operational logistics have been impacted by the COVID-19 pandemic that began impacting the United States and Arizona in March 2020. TYD staff have found it necessary to reduce or eliminate the direct client contact that was so instrumental in meeting WIOA contracted performance goals from July 2016 through March 2020. Pima County has authorized far fewer work experience (WEX) placements and employers have found it necessary to drastically reduce the number of onsite placements that they accept. Far fewer youth have applied for educational and employment training services. All of these factors have combined to make the achievement of contracted performance objectives much more challenging for TYD. But the organization has persevered and continues to approach or realize most of the contracted performance measures for Fiscal Years 2020 and 2021. This fact speaks volumes about TYD's continued commitment to performing well above contractual expectations given the enormous changes in education, training, work experience and employment situations that have resulted from impacts of the pandemic.

Successful achievement of performance objectives for the Summer and After-School Basic Education Program have also been impacted by the COVID-19 pandemic. Pima County found it necessary to cancel the Summer Youth Employment Program (SYEP) for FY2020. Therefore, it was not possible to meet any of the performance objectives included in the original contract between TYD and Pima County. Prior to FY2020, TYD's performance related to the Summer and After-School Basic Education Program was excellent. Performance included completion of all assigned hours and improvement in academic proficiency as measured by increases of at least .5 grade equivalency on the TABE test in reading, math and/or language. Over the past four (4)

years, with the exception of FY2020, all program deliverables were met by participants at an average success rate of 85% (92% in 2017, 80% in 2018 and 84% in 2019).

Performance objectives for the Work Experience Program have included successful completion of all hours assigned and scores of 80% or above in a post Work Readiness evaluation. Over the past four (4) years, with the exception of the pandemic impacted FY2020, all program deliverables were met by participants at an average success rate of 92% (93% in 2017, 95.5% in 2018 and 88% in 2019).

3. How many years has the organization provided professional staffing services? (5)

Since its inception in 1968, TYD has provided professional staffing services like those outlined in the Pima County Procurement RFP. With 53 years of experience and history of providing such services, TYD is uniquely positioned to continue these offerings in the years ahead. TYD's original name was Tucson Manpower Development. In 1991 the name of the organization was changed to Tucson Youth Development and the delivery of services became focused on youth. Initially an agency of the Office of Economic Opportunity as part of the Federal Government's War on Poverty, TYD is the oldest youth-serving agency in Pima County.

For 53 years, TYD has provided in-school and out-of-school youth with intensive case management and advocacy, work experience opportunities, basic and remedial education, and basic and vocational skills assessment and development. TYD also has extensive experience in the provision of educational and career planning and counseling as well as job development and placement. In recent years TYD has added career internship

opportunities in high-demand and growing industries as well as direct supportive services to its program offerings.

The TYD Board of Directors realized the importance of education and its direct relation to a well-prepared workforce in 1996. As a result, TYD established a Local Education Agency (LEA) and began providing alternative education for “at-risk” youth through ACE Charter High School in 1997. In 2009, TYD consolidated YouthWorks Charter High School into the LEA. ACE and YouthWorks are accredited by the Arizona Department of Education (ADE) and authorized by the Arizona State Board for Charter Schools (ASBCS).

TYD also has many years of successful involvement in a variety of activities that support the development of workforce skills and attributes. Examples include Work Readiness and Employability Skill Workshops for adjudicated youth; orientation and soft-skills training; mentorship and tutoring; and accelerated interviewing processes with potential employers for employment and internship placement. Additional youth development activities focus on more expansive life and social skills development. Tucson Youth Development has compiled an extensive history of developing and implementing innovative and effective practices in the provision of youth education, training, and employment services. Below are listed only a few of the many programs TYD has administered and delivered during the prior ten (10) years in Pima County.

Southern Arizona Manufacturing Partners (SAMP) Internships

Tucson Youth Development, working in collaboration with Arizona@Work, Pima Community College, Pima Joint Technical Education District (JTED), Tucson Magnet

High School, Desert View High School and the Southern Arizona Manufacturing Partners (SAMP), has developed internships and work experience programs to provide careers in the precision manufacturing industry. High school students who are graduating from Tucson High School and Desert View High School precision machining programs complete applications and interview with SAMP employers to initiate career opportunities in the machining industry. These interns attend a 20-month precision machining, industry designed program at Pima Community College. Successful completion of this internship program results in Machine Tool Tech Certification while working part-time and compiling machine industry work experience.

Youth Career Connect (YCC) Grant

Tucson Youth Development previously partnered as a sub grantee with Pima County in the Youth Career Connect (YCC) grant program. This program operated from July 2015 through June 2019 and included the following specific career pathways:

Industrial Technology: These Career and Technical Education (CTE) programs at Desert View and Tucson High School included dual-enrollment and precision machining internships leading to National Institute for Metalworking Skills (NIMS) certification.

Biotechnology: These CTE programs at Sunnyside, Pueblo and Tucson High Schools included a summer Instrument Tech program that led to an Associate of Applied Science (AAS) in Biology and Medical Laboratory Technology.

Health Information Technology: This CTE program through JTED included Medical Assistant and Summer Health Information Technology (HIT) academies.

These academies included dual enrollment at Pima Community College that led to certification in medical coding. This program also became an integral component of the Associate of Applied Science (AAS) in Health Information Technology and Health Information Technology certification.

Tucson Medical Center (TMC) LEAP Program Internships

In partnership with Tucson Medical Center (TMC), TYD developed a program that provides support services and resources to ensure each student's success in completing the Learn, Earn, Advance and Prosper (LEAP) program. TYD maintains responsibility for monitoring each student's wage and insuring liability insurance is in place. TYD staff also monitors student progress, working collaboratively with JTED's Health Foundation class to recruit students and place them in appropriate departments at TMC. LEAP program participants have consistently achieved high levels of success while enrolled in the program and also upon completion of the program. Successful placements at TMC have occurred in the following areas: laboratory, emergency, orthopedic, pediatrics and surgery recovery.

The LEAP Program was significantly impacted by the COVID-19 pandemic in that no participants were able to work at TMC beginning in March 2020 due to potential risk of exposure to the virus. However, as more medical workers are vaccinated and hospitalizations are reduced, TYD is optimistic that the LEAP Program will again become fully functional in the future.

As the longest operating youth-serving organization in Pima County, TYD proposes that it be selected to continue delivering these services to support Pima County youth in becoming contributing members of the community.

4. Describe the functions of career planning, social and support services, behavioral health, and services to individuals with barriers to employment. (10)

Career planning

TYD has extensive experience in providing education, training and workforce development services to youth and young adults as they integrate into the workforce and prepare for long-term careers. In addition to training these youth, TYD provides a “pipeline” for conveying workers directly from education and training to local employers and industries.

Prospective employers experience a primary need for qualified, skilled and trained employees. Qualified employees have the requisite education, job training and relevant experience. They have developed appropriate performance expectations and personal attributes including a positive work ethic. Based on more than 50 years of experience in youth training, employment and education programs, TYD’s staff and service providers are aware that the development of these attributes occurs along a continuum of educational and experiential involvement. Negotiating this continuum is essential in the process of youth becoming qualified employees and contributing members of their community.

TYD’s Workforce Development Specialists (WDSs) know their resources and are aware of how partnering can benefit clients including homeless and parenting youth. TYD’s workforce development team has learned through employer feedback that youth preparing to enter the workforce benefit greatly from basic skills training and development. WDSs are adept at identifying barriers and knowledgeable of interventions to address barriers. They understand that through training and experiential opportunities, young people learn basic employment conventions. WDSs are able to identify a career

pathway for their clients. They focus on facilitating clients' development of employability skills, including communication, punctuality, reliability, and accountability. As these skills develop, youth become better adapted to enter into unsubsidized employment.

Social and support services

TYD's workforce development team has established working partnerships with nearly every social and support services organization in Pima County. The organization has also established robust partnerships including employers; urban and rural school districts and LEAs; the Department of Economic Security (DES); the City of Tucson; Chambers of Commerce and other youth-service agencies. These relationships support youth educational and employment opportunities, direct job placement and career pathway internship placements.

It is important that organizations can refer workforce development program participants to providers of social and support services. These services may be essential for young people impacted by poverty, adjudication, social and emotional stressors, and behavioral health issues. TYD has a lengthy history of effectively referring program participants to community providers of social and support services. Although TYD has referred participants to nearly every community social and support services provider, the following organizations are ones that TYD collaborates with at the highest level: Salvation Army; Community Foodbank; Legal Aid; Job Path; Pio Decimo; Chicanos Por La Causa; Vocational Rehabilitation; and Our Family Services.

TYD's WDSs, Office Supports, and Intake Specialists have knowledge of resources including social and support services in the community. These staff members have extensive customer service skills and a complete knowledge of the referral process. They are familiar with eligibility requirements. Most importantly, all of these staff members have compassion and excellent customer service skills. The Office Supports have knowledge of all resources including social and support services and the process of referring clients to these services. The Intake Specialists implement timely processing of intake documentation so that approved clients are referred to Workforce Development Specialists in a timely manner. This also makes clients eligible for social and support services shortly after they apply for workforce development services.

Behavioral health

The Workforce Development Team at Tucson Youth Development is aware that a substantial number of young people who apply for employability services are impacted by behavioral health issues. In many cases, the behavioral health issue is the influencing factor that has made it difficult for young people to complete their education and develop employability skills. These young people may experience depression, anxiety, post-traumatic stress disorder, and other serious behavioral disorders. The Workforce Development Specialists (WDSs) have participated in training that helps them understand the impact of these behavioral disorders on employability skills.

In some cases, applicants for Workforce Development programs are already enrolled in behavioral health programs and receiving services from behavioral health providers. In these cases, the WDSs discuss the services provided with the client and

request the client's approval for the WDS to consult with the behavioral health service provider. The WDSs are informed of the behavioral health service plans and use this information in developing employability education and training plans. It is important that TYD Workforce Development Team members consult with behavioral health service providers to develop education, occupational skills training and paid work experience plans that take into consideration behavioral health services that the client is receiving.

In cases where a Workforce Development program client may present with conditions that may be the result of behavioral health issues, the program staff may recommend that the client consider being referred for behavioral health services. In these cases, the WDS staff uses a list of behavioral health resources available in the community and, if the client agrees, refers the client to one of these providers. Providers frequently used for referral services include CODAC, COPE, and La Frontera. Behavioral health issues have an impact on the future success and career aspirations of young job seekers. It is necessary that these issues be taken into consideration in the development of education, skill development and subsidized employment plans. The long term career outcome of youth employment program participants will depend heavily on how the behavioral health issues of these participants are addressed in the delivery of all workforce development programs.

Services to individuals with barriers to employment

WIOA eligibility criteria have produced a new set of challenges for providers of youth workforce development services. Disconnected youth are impacted by factors

including homelessness, adjudication, being raised through foster care, teen parenting, and employment skills deficits. TYD Workforce Development Specialists (WDSs) are well versed on the impact of these factors on the successful connection of young adults to training, services, job placement and eventual economic security. The organization's efficacy in serving a population that is unemployed, experience skills gaps, and are deficient in basic education skills has developed over a number of years of close interaction with this population.

Relevant qualifications for TYD staff who provide workforce development services to youth include: knowledge regarding barriers disconnected youth face related to education and employment; knowledge of local resources and training opportunities for job-seekers; current knowledge regarding the local labor market and economic climate; knowledge of local employer needs; and direct experience with education and career guidance and counseling. This professional team has extensive experience in the delivery of workforce development services to diverse job-seeking populations. They also have an impressive record of helping youth and young adults in various circumstances acquire the skills necessary to obtain long-term employment leading to career sustainability.

C. Methodology (0 to 30 points)**1. Describe best practices for working with vulnerable job seekers. (10)**

Relevant qualifications for TYD staff who provide workforce development services to youth include: knowledge regarding barriers disconnected youth face related to education and employment; knowledge of local resources and training opportunities for job seekers; current knowledge regarding the local labor market and economic climate; knowledge of local employer needs; and direct experience with education and career guidance counseling. This professional team has extensive experience in the delivery of workforce development services to diverse job-seeking populations. They also have an impressive record of helping youth and young adults in various circumstances acquire the skills necessary to obtain long-term employment leading career sustainability.

Tucson Youth Development's Workforce Development Team, including Workforce Development Specialists (WDSs), Office Supports, and Intake Specialists implement industry recognized best practices in providing all contracted services. They meet with clients and identify barriers to employability. They then take into consideration all of the needs of the client and produce a functional workforce development plan. They invariably remain current on scheduling for workshops, training provider interventions, job leads and services. They connect with partnering organizations and offer clients referrals for the services from these organizations.

TYD WDSs, Office Supports, and Intake Specialists practice confidentiality in all client related issues. They respect the privacy rights of the youth they serve. They are excellent listeners practicing with patience, respects, and empathy. The Intake Specialists

are able to answer questions regarding program eligibility. All staff meet with clients in a welcoming environment. And all staff are trained to respond to crisis or emergency situations in a manner that protects and serves the needs of the clients.

2. How do you coordinate referral processes to achieve client goals? (10)

The TYD WDSs have knowledge of the variety of services that are available to the community and are familiar with the process of referring clients for these services. They ensure that each client has a plan in place that identifies the clients' needs before making a referral. After making the referral, the staff communicates with other organizations to track the progress of the client. They maintain contact with the other organizations to ensure that the clients are receiving the referred services and that expectations of performance are addressed.

The Office Supports practice "soft hand down" of clients so that they are made aware of services provided by other agencies and organizations while maintaining confidentiality. They communicate with other organizations to establish working relationships. The Office Supports also provide the client with key words to help them reach out and make contact with partnering agencies and organizations.

The Intake Specialists have an extensive working knowledge of the referral process. They are knowledgeable of the resources within the community. Upon intake they assign clients to WDSs that have skills compatible with client needs. Finally, the Intake Specialists inform applicants that do not meet eligibility criteria of other resources in the community that could assist in meeting their needs.

3. Provide written formal or informal procedures in place for recruitment, retention, and training of staff. (5)

TYD's Workforce Development Team utilizes formal procedures regarding staff recruitment, retention and training.

Recruitment

When vacancies on the Workforce Development Team occur, TYD contacts Pima County Community and Workforce Development (CWD) staff to solicit their participation on the interview panel. This is an important convention due to the collaborative nature of the contractual relationship between Pima County and TYD. TYD Workforce Development staff collaborate directly with Pima County in recruiting qualified staff to fill vacant positions. It is vital that CWD staff be included in the candidate recruitment and selection processes. Workforce Development vacancies are distributed throughout Pima County to ensure the widest possible net is cast in the search for qualified and competent candidates. Lastly, TYD ensures that any vacant position is posted online via the various employment portals and websites in an effort to identify potential candidates. The response to these postings has traditionally been quite robust.

Retention/Training

TYD places an emphasis on ensuring that once Workforce Development staff are hired, everything within the organization's control is done to provide support to that individual. Staff must be provided with opportunities for professional growth in order to experience successful outcomes with clients. TYD ensures that any job-related training

for specific Workforce Development positions is made available to relevant staff by utilizing extant professional training available through Arizona@Work and Pima County CWD. In addition to the external training opportunities provided by Arizona@Work and Pima County, TYD also utilizes current staff to provide support and training for all incoming staff. Mr. Eddie Valdez, Programs Director, also provides additional support and mentoring for all Workforce Development staff members. This two-fold approach of supporting our staff with opportunities for professional growth, both from within and outside of the organization, provides additional layers of support to our team. TYD continues to offer competitive wages to ensure that competent and qualified staff are able to remain with the organization for a significant period of time. With extended longevity, workforce development staff are able to continue to create meaningful connections and rapport with clients and community members.

4. Describe how you recruit and maintain a diverse and inclusive workforce (5).

Research from the National Council of Nonprofits has demonstrated that communities are best served by organizations that hire and retain staff who reflect the diverse values and social conduct of the communities they serve. TYD believes that embracing diversity, equity, and inclusion as organizational values is a way to intentionally facilitate positive outcomes and allow them to flourish within the community. Therefore, TYD prioritizes the recruitment and maintenance of a diverse and inclusive workforce. Over the years, the organization has learned that diversity can boost the quality of decision-making. Management passionately believes that a diverse workforce can encourage people to be more creative and harder-working. They actively

hire and retain a diverse staff to enhance innovation. For TYD, history has demonstrated that employees who come from diverse backgrounds bring unique perspectives that influence how the organization approaches its mission in more inclusive and innovative ways.

As a community-based organization, management remains committed to recruiting and maintaining a diverse and inclusive workforce reflective of the communities in which TYD operates. The organization is proud to share that its current Workforce Development Team reflects this commitment to diversity and inclusivity. Utilizing referrals from Arizona@Work and Pima County, TYD identifies potential candidates with the necessary training, skills and experience to fill all current vacancies. As described previously, TYD utilizes online employment portals and websites to advertise any vacancies on the Workforce Development Team; additionally, TYD involves Pima County CWD staff in the candidate review, interview and selection processes. Ultimately, TYD is committed to providing opportunities for advancement from within the organization. Management consensus is that there are times that the best candidate for a position already resides within the organization. Implementation of these recruitment and retention practices allows staff to build and maintain a Workforce Development Team that is representative of the communities served by Tucson Youth Development.

- 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.

While TYD does not have formal policies pertaining to waste prevention, reduction, recycling or reuse of company material resources, many of its practices do support these efforts. Management and the Board of Directors of TYD firmly believe that increasing recycling can cut disposal costs and improve its bottom line from a budgetary perspective. For example, the organization has placed a strong emphasis on operating with digital copies of documents as opposed to needlessly printing large volumes of paper documents. In addition to receiving digital invoices and monthly bills, whenever possible, management issues payments via electronic disbursement to avoid the paper-related materials needed to both print and mail payments. In addition, recycle bins are located in all common areas and offices. This significantly eliminates unnecessary waste while allowing these materials to be recycled and reused.

TYD also contracts with a professional paper shredding company to destroy documents with personally identifiable information in an eco-friendly manner. In an effort to avoid excessive consumption of plastic water bottles, TYD has purchased a touchless water dispenser (with filtration) so that staff can utilize refillable water bottles as opposed to purchasing disposable water bottles. The Directors, management and staff of Tucson Youth Development have developed an environmentally friendly culture based on improving the organization's sustainability. The practices of improving TYD's sustainability are the product of the belief that implementing these practices will boost the public image, attract more clients to its offices and positively engage employees.

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. Expend 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: Tucson Youth Development, Inc.

Description of Services: Specialized professional staffing services

Job Location: Tucson, Arizona

(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: Aetna

Address: P.O. Box 7247-0213, Philadelphia, PA 19170

Phone: 1-855-529-1535 Fax: None

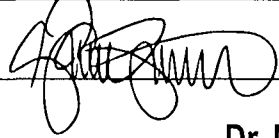
Plan or Program Number: 91231636 Type of Benefit: Health

Total premium paid per month: \$404.76 per employee

Amount paid by employee: \$10.89 per month

(Attach pages if needed for additional providers)

COMPANY NAME: Tucson Youth Development, Inc.

AUTHORIZED SIGNATURE:  DATE: 10/05/2021

Dr. Michael Olguin
PRINTED NAME

Executive Director
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	0	0	HR	\$ 20.79		-
2	Education Coordinator	II	0	0	HR	\$ 24.50		-
3	Education Coordinator	III	0	0	HR	\$ 26.73		-
Educator Coordinator Total Proposed Cost							\$	-
4	Intake Specialist	I	2	4160	HR	\$ 17.50	36	149,760.00
5	Intake Specialist	II	0	0	HR	\$ 19.00	37.5	-
6	Intake Specialist	III	0	0	HR	\$ 20.50	39	-
Intake Specialist Total Proposed Cost							\$	149,760.00
7	Program Coordinator	I	0	0	HR	\$ 23.50	42	-
8	Program Coordinator	II	0	0	HR	\$ 25.00	43.5	-
9	Program Coordinator	III	0.5	1040	HR	\$ 26.50	45	46,800.00
Program Coordinator Total Proposed Cost							\$	46,800.00
10	Program Specialist	I	0	0	HR	\$ 19.00		-
11	Program Specialist	II	0	0	HR	\$ 20.50		-
12	Program Specialist	III	0	0	HR	\$ 22.00		-
Program Specialist Total Proposed Cost							\$	-
13	Program Support Specialist	I	0	0	HR	\$ 17.00		-
14	Program Support Specialist	II	0	0	HR	\$ 18.50		-
15	Program Support Specialist	III	0	0	HR	\$ 20.00		-
Program Support Specialist Total Proposed Cost							\$	-
16	Office Support	I	2	4160	HR	\$ 15.50	34	141,440.00
17	Office Support	II	1	2080	HR	\$ 17.00	35.5	73,840.00
18	Office Support	III	0	0	HR	\$ 18.50	37	-
Office Support Total Proposed Cost							\$	215,280.00
19	Workforce Development Specialist	I	1	2080	HR	\$ 18.50	37	76,960.00
20	Workforce Development Specialist	II	3	6240	HR	\$ 20.00	38.5	240,240.00
21	Workforce Development Specialist	III	1	2080	HR	\$ 22.50	41	85,280.00
Workforce Development Specialist Total Proposed Cost							\$	402,480.00

* 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, overhead and pro

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

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

(Net 30-day Payment Terms)

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Program Coordinator Total Proposed Cost							\$	46,800.00
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11	Program Specialist	II	0	0	HR	\$ 20.50		-
12	Program Specialist	III	0	0	HR	\$ 22.00		-
Program Specialist Total Proposed Cost							\$	-
13	Program Support Specialist	I	0	0	HR	\$ 17.00		-
14	Program Support Specialist	II	0	0	HR	\$ 18.50		-
15	Program Support Specialist	III	0	0	HR	\$ 20.00		-
Program Support Specialist Total Proposed Cost							\$	-
16	Office Support	I	2	4160	HR	\$ 15.50	34	141,440.00
17	Office Support	II	1	2080	HR	\$ 17.00	35.5	73,840.00
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Workforce Development Specialist Total Proposed Cost							\$	402,480.00

* 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, overhead and pro

** 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: 3 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	Goodwill Industries of Southern Arizona Inc	Contact: Elizabeth Gulick
	1940 E SILVERLAKE RD STE 405	Phone: 520-623-5174
	TUCSON AZ 85713	Email: lgulick@goodwilltucson.org
		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: 4 of 12

Line	Description					
1	Workforce Development Specialist I					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$26.68			
2	Workforce Development Specialist II					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$28.79			
3	Workforce Development Specialist III					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$32.32			
13	Education Coordinator I					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$29.91			
14	Education Coordinator II					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$35.14			
15	Education Coordinator III					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$38.29			

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
1	9/14/2021	3	9/28/2021		
2	9/20/2021				

14. **BID/OFFER CERTIFICATION:**

CONTRACTOR LEGAL NAME: Goodwill Industries of Southern Arizona, Inc.

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: 1940 E Silverlake Rd. Suite 405

CITY/STATE/ZIP: Tucson, AZ 85713

REMIT TO ADDRESS: 1940 E Silverlake Rd. Suite 405

CITY/STATE/ZIP: Tucson, AZ 85713

CONTACT PERSON NAME/TITLE: Liz Gulick

PHONE: (520) 623-5174 x.7009 FAX: (520) 623-8528

CONTACT PERSON EMAIL ADDRESS: LGulick@goodwilltucson.org

EMAIL ADDRESS FOR ORDERS & CONTRACTS: LGulick@goodwilltucson.org

CORPORATE HEADQUARTERS ADDRESS: 1940 E Silverlake Rd. Suite 405, Tucson AZ 85713

WEBSITE: www.goodwillsouthernaz.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:  DATE: October 4, 2021

Elizabeth Gulick Co. President/CEO
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: (520) 623-5174 X.7009 LGulick@goodwilltucson.org

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 Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

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

9. QUANTITY:

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

10. PACKING:

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

11. DELIVERY:

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

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

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

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

12. SPECIFICATION CHANGES:

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

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

13. INSPECTION:

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor with costs for transportation, unpacking, inspection, repacking, 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: Goodwill Industries of Southern Arizona, 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
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: <u>GHMPHFX5LJ2</u> Expiration Date: <u>9/7/2021</u>

	<p>forgery, 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>		
4	<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="radio"/> Yes <input type="radio"/> No</p>	<p>Current D-U-N-S® number: <u>074458654</u></p> <p>Expiration Date: <u>9/7/2021</u></p>

SIGNATURE:

Elizabeth Gulick

DATE:

October 4, 2021

Elizabeth Gulick Co-President/CEO
 PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

END OF EXHIBIT B

EXHIBIT C: QUESTIONNAIRE (1 PAGE)

OFFEROR'S NAME: Goodwill Industries of Southern Arizona, 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.

SIGNATURE:



DATE: October 4, 2021

Elizabeth Gulick Co-President/CEO
PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

END OF EXHIBIT C

**Solicitation Number: RFP-PO-2200006 -Specialized Professional Staffing
Exhibit C: Questionnaire Narrative**

EXHIBIT C: QUESTIONNAIRE

OFFEROR'S NAME: Goodwill Industries of Southern Arizona, 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) (Include actual attachment A-Excel)

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	29.91	186,638.40
2	Education Coordinator	II	5	10400	HR	\$ 24.50	35.14	365,456.00
3	Education Coordinator	III	3	6240	HR	\$ 26.73	38.29	238,929.60
Educator Coordinator Total Proposed Cost								\$ 791,024.00
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	\$ 18.50	26.68	277,472.00
20	Workforce Development Specialist	II	8	16640	HR	\$ 20.00	28.79	479,065.60
21	Workforce Development Specialist	III	10	20800	HR	\$ 22.50	32.32	672,256.00
Workforce Development Specialist Total Proposed Cost								\$ 1,428,793.60
* 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, overhead and profit margin as well as subcontractor's total costs if appropriate.								
** In Excel, the EXTENDED TOTAL will auto populate upon insertion of Billing Rate								

**Solicitation Number: RFP-PO-2200006 -Specialized Professional Staffing
Exhibit C: Questionnaire Narrative**

Cost Breakdown per FTE

Position Category	Est. Annual Usage	Hourly Wage	Annual Salary	Fringe	Mileage	Phone	Indirect Costs	Total Cost	Proposed Billing Rate	Extended Total
WDS I	2080	\$18.50	\$38,480.00	\$8,184.70	600	600	\$7,620.34	\$55,485.04	\$26.68	\$55,485.04
WDS II	2080	\$20	\$41,600.00	\$8,848.32	600	600	\$8,238.21	\$59,886.53	\$28.79	\$59,886.53
WDS III	2080	\$22.50	\$46,800.00	\$9,954.36	600	600	\$9,267.99	\$67,222.35	\$32.32	\$67,222.35
EC I	2080	\$20.79	\$43,243.20	\$9,197.83	600	600	\$8,563.62	\$62,204.65	\$29.91	\$62,204.65
EC II	2080	\$24.50	\$50,960.00	\$10,839.19	600	600	\$10,091.81	\$73,091.00	\$35.14	\$73,091.00
EC III	2080	\$26.73	\$55,598.40	\$11,825.78	600	600	\$11,010.37	\$79,634.55	\$38.29	\$79,634.55

Budget Narrative

Goodwill has provided a proposed billing rate for all three levels of the following position categories: Workforce Development Specialist, and Education Coordinator.

Below is a budget narrative that provides a breakdown of how each position's billing rate / cost was determined:

Line Item	Budget Narrative
Personnel -Base Wage	<p>WDS I: Base wage of \$18.50 per hour x 2080 hours per year = \$38,480 annually</p> <p>WDS II: Base wage of \$20 per hour x 2080 hours per year = \$41,600 annually</p> <p>WDS III: Base wage of \$22.50 per hour x 2080 hours per year = \$46,800 annually</p> <p>EC I: Base wage of \$20.79 per hour x 2080 hours per year = \$43,243.20, round in favor of the county to \$43,243 annually</p> <p>EC II: Base wage of \$24.50 per hour x 2080 hours per year = \$50,960</p> <p>EC III: Base wage of \$26.73 per hour x 2080 hours per year = \$55,598.40, round in favor of the county to \$55,598 annually</p>
Fringe	<p>Goodwill's Calculates Fringe utilizing the following equation: BASE WAGE x 21.27% (total fringe)</p> <p>Fringe Benefits consist of the following:</p> <ul style="list-style-type: none"> • FICA = 7.65% of base wage • Healthcare = 9% of base wage • Workers Comp = 1.62% of base wage • Retirement, 403 (B) = 3% <p>Fringe calculations per position:</p> <p>WDS I: \$38,480 annual wages x 21.27% = \$8,184.70</p> <p>WDS II: \$41,600 annual wages x 21.27% = \$8,848.32</p> <p>WDS III: \$46,800 annual wages x 21.27% = \$9,954.36</p> <p>EC I: \$43,243.20 annual wages x 21.27% = \$9,197.83</p> <p>EC II: \$50,960 annual wages x 21.27% = \$10,839.19</p> <p>EC III: \$55,598.40 annual wages x 21.27% = \$11,825.78</p>

**Solicitation Number: RFP-PO-2200006 -Specialized Professional Staffing
Exhibit C: Questionnaire Narrative**

Travel	Mileage reimbursement for work-related travel. Paid only upon receipt of appropriate travel documentation and authorization/approval from supervisor – paid at the County approved rate. Average \$50 per month X 12 months = \$600 annually, per position
Equipment	N/A Goodwill is not including any equipment costs.
Supplies	Supply costs – Consumable supplies/materials. Goodwill realizes we will incur a supply cost in our Goodwill check-stock, but Goodwill values our partnership with Pima County and in order to provide our most cost effective price to the One-Stop; Goodwill is not including any supply costs.
Communications - Cell Phone	Cost of one cell phone to be provided to each staff member for work-related phone calls figured at \$50 per month X 12 months = \$ 600 annually per position
Contractual	Goodwill is not including any contractual costs.
Operating Costs	<p>Goodwill’s federally approved indirect cost rate is 16.33% of base wage and fringe. The equation to determine the indirect cost rate per position is: $(\text{BASE WAGE} + \text{FRINGE}) \times 16.33\% = \text{Indirect Cost Rate}$</p> <p>Operating Costs Per Position: WDS I: $(\\$38,480 + \\$8,184) = \\$46,664 \times 16.33\% = \\7620.34 WDS II: $(\\$41,600 + \\$8,848.32) = \\$50,448.32 \times 16.33\% = \\$8,238.21$ WDS III: $(\\$46,800 + \\$9,954.36) = \\$56,754.36 \times 16.33\% = \\$9,267.99$ EC I: $(\\$43,243 + \\$9,197.83) = \\$52,439.83 \times 16.33\% = \\$8,563.62$ EC II: $(\\$50,960 + \\$10,839.19) = \\$61,799.19 \times 16.33\% = \\$10,091.81$ EC III: $(\\$55,598.40 + \\$11,825.78) = \\$67,424.18 \times 16.33\% = \\$11,010.37$</p>

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)

Skills / Knowledge Proposed Staff

Much of Goodwill’s success achieving grant and contract deliverables is due to the support from our administrative structure; highly-qualified, experienced, diverse, and dedicated staff; and financial controls in place to ensure the delivery of superior services, and the effective management of Pima County grant / contract funds.

The Goodwill leaders who will oversee these contracts, and the proposed Goodwill direct-support staff who will work with ARIZONA@WORK clients have significant experience serving diverse populations including individuals that are low income; at-risk; disconnected from work and/or school; justice-involved; pregnant and/or parenting; homeless and/or at-risk of homelessness; have disabilities; and or identify as LGBTQ+, and successfully managing Pima County Contracts. The Goodwill staff proposed for direct-client service positions are all existing Goodwill staff that currently have positions contracted by Pima County, with positive track records of successful implementation and execution of their respective youth, adult, and training programs.

Solicitation Number: RFP-PO-2200006 -Specialized Professional Staffing
Exhibit C: Questionnaire Narrative

Leadership Skills and Knowledge:

- **Goodwill's Co-President/CEO, Liz Gulick**, has been with Goodwill since September 2009, and has 20+ years' experience providing and managing education and training programs that serve low-income and at-risk individuals. Liz is a member of the Pima County Workforce Investment Board's Youth and Planning Councils, and is active with the Dream and Second Chance Coalitions. Liz holds a Master's of Science Degree in Education and Counseling.
- **Goodwill's Senior Workforce Development Manager-Contracts, Julie Wan**, has been with Goodwill for over 9 years, and has over 15 years of experience managing programs that serve youth and young adults with barriers to employment- successfully supporting them with achieving their educational, recreational, and vocational goals. Julie has cultivated a variety positive relationships with Pima County WIB target-sector employers; collaborated with employers to design positive, safe, and relevant work-experiences and job training sites for youth and young adults; and provide emergency and regularly scheduled, on-going support for the employer and the working youth / young adult. Julie holds a Bachelor's of Science Degree in Family Studies and Human Development.

Direct Support Staff Skills and Knowledge:

- **Grace Askew- Proposed Workforce Development Specialist Level III (Adult Case Management)-** has been with Goodwill for 2 months as a WDS- Adult Case Manager working with job-seeking adults at Pima County One Stop. Prior to her time at Goodwill, Grace served as a Workforce Development Specialist at Project PPEP in Tucson where she provided adult vocational training and support for over 18 years. Grace holds a Bachelor's of Science in Elementary Education.
- **Evelyn Wright- Proposed Workforce Development Specialist Level III (Employer Outreach- Adults)-** has worked at Goodwill for over 14 years as a Workforce Development Specialist dedicated to Employer Outreach Services for adults at the Pima County Kino One Stop. Prior to her work at Goodwill and with One Stop, Evelyn served as a Program Director at Casas Adobes Church; a Labor Market Specialist, Employment Search Instructor and a Job Developer for Noveon (formerly Disability Management); and a Program Manager for the Southwest Business, Industry and Rehabilitation Association. Evelyn's entire 40+ year career has focused on helping people with barriers to employment find jobs, and successfully developing partnerships and opportunities with Tucson employers. Evelyn holds a Bachelor's of Science in Psychology with a minor in Political Science and History.
- **Gia Kaso- Proposed Workforce Development Specialist Level III (Case Manager- Youth)-** has worked at Goodwill since May 2020 as a Workforce Development Specialist dedicated to Youth Case Management at Pima County One Stop. Prior to her time at Goodwill, Gia spent over 10 years in the workforce development industry as a Director of Job Placement and Senior Employment Specialist in Albany, NY. In these roles, Gia specialized in job development, job readiness training, job placement, and case management for vulnerable job-seekers including individuals with disabilities, at-risk youth, individuals experiencing homelessness, ex-offenders, and survivors of domestic violence. Gia holds a degree in Nursing, and a Life, Accident and Health Certificate- series 66 and 63.
- **Patrick Polanco- Proposed Workforce Development Specialist Level I- (Employer Outreach Youth)-**has worked at Goodwill since November 2020 as a Youth Employer Outreach Specialist,

Solicitation Number: RFP-PO-2200006 -Specialized Professional Staffing
Exhibit C: Questionnaire Narrative

working with Pima County employers to develop work experiences and on-the-job training for youth, in conjunction with Pima County One Stop. Prior to his work at Goodwill, Patrick served as a Guy Talk Facilitator at Children and Family Resources for two years, and as a Behavioral Health Paraprofessional at Zarephath for two years. Patrick holds a Bachelor of Science in Literacy, Learning and Leadership, and a Minor in Military Science and Leadership.

- **Denise Ferrugia-Proposed Education Coordinator Level III (currently titled Workforce Development Specialist Trainer)**- has worked at Goodwill since October 2011 as a Workforce Development Specialist Trainer for youth at Pima County One Stop. Denise has provided pre-employment training to hundreds of youth and adults, resulting in numerous employment opportunities and increased vocational competence. Prior to her ten years with Goodwill / the One Stop, Denise worked as a Facilitator and Teacher for Victory Worship Center, and a Guest Teacher – grade 6- at Flowing Wells Unified School District. Denise holds a Permanent Subbing Certificate and a Bachelor's Degree in Elementary Education.

Tools utilized by organization/staff in order to offer seamless services, carry out activities that benefit customer/clients, and to serve a diverse population:

Goodwill staff utilize a two-pronged approach to career planning and job development that considers both the demands and needs of the local labor market/local area employers; and the training, work-experience and wrap around needs of individual job-seeking clients. Goodwill's Co-President/CEO participates in Workforce Investment Board committees, and provides guidance, insight and support to her team of managers and their direct reports with developing relationships and cultivating opportunities with WIB's target/priority sector employers. Goodwill staff have developed an extensive network of 100+ employers in these sectors that provide training / time-limited work-experiences, as well as opportunities for fulltime employment that prepare clients for careers in Aerospace/Defense/Security, Logistics, Health and Bioscience, Emerging Technologies, Infrastructure, Construction/Maintenance, and Transportation/Materials Handling. These industries provide opportunities for workers to earn a livable wage, and offer career pathways and opportunities for growth, advancement, and economic self-sufficiency.

Goodwill staff utilize a variety of tools to better understand the unique needs and backgrounds of their clients. Goodwill staff ensure that all clients have active Arizona Job Connection (AJC) accounts and that all participant data is entered and tracked in the Participant Tracking System (PTS) provided by the county to ensure seamless participant experiences and real-time information for Case Managers and county staff across all services provided at the One Stop. Goodwill staff are experienced in conducting intakes, determining eligibility, and analyzing the suitability of proposed participants for ARIZONA@WORK programs. Goodwill staff follow ARIZONA@WORK/ONE-STOP best practices and policies and procedures for the Local Workforce Development Area (LWDA) and utilize standardized assessments such as the TABE, Skill Attainment Tools, and Interim Assessment tools during the enrollment process and initial case management provided to clients to determine a client baseline; identify barriers and education/training needs; and track client progress, deficits, and areas of opportunity.

In addition to case management support, Goodwill staff also developed and provided additional activities that benefit area employers and local job seekers including opportunities for workshops and pre-employment training. Through Goodwill's most recent contract with Pima County, the WDS-

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Instructor position, filled by Denise Ferrugia, planned numerous pre-employment seminars to successfully prepare both youth and adults for employment. Workshops included topics such as: Identifying skills; Career exploration assessments; Practice interviewing; Computer basics; Introduction to internet job searches; Microsoft Word and Excel basics; Self-Employment; and Networking club. Denise also planned workshops and training opportunities that specifically catered towards certain populations, including an Identifying your Skills Workshop for adults 50+; identifying your skills for youth ages 16-24; financial literacy for youth; and youth leadership.

2. Describe previous general organizational experience and past performance. (10)

General Organizational Experience

Goodwill Industries of Southern Arizona, Inc. (GISA) is a 501c3 non-profit organization established in 1969. Our mission is to provide jobs and training for people to gain skills and achieve independence. Our vision is that all people have the opportunity to reach their potential and contribute to our community. Since 1969, GISA has served helped over 100,000 individuals with barriers to education and employment. Last year, Goodwill assisted over 4,228 people including low-income, at-risk, and adjudicated youth; young adult and adult ex-offenders; unemployed and underemployed adults and dislocated workers; veterans; older workers; and people with disabilities with overcoming barriers to education and employment.

Goodwill has offered and operated workforce programs continually since 1969, and has significant experience providing education, employment, and supportive service programs to satisfy outcomes and objectives developed by our numerous funding partners. Goodwill currently offers the following workforce development programs: Organizational Employment for individuals with developmental disabilities; Job Connection Centers; AZ@Work: Youth and Adult Employer Outreach, Career Ladder Training, Adult and Youth Case Management, Workshops and After School and Summer Work Experience; Metro REC Youth Education and Employment Programs; Youth Restoration; Academic Services; Adult Re-Entry; and Employee Career Development. During the most recent fiscal year, 61% of Goodwill's workforce development programs were funded through outside funding sources including: Foundation Grants; City of Tucson contracts; Pima County Contracts; and Federal Agencies such as The Department of Labor, The Department of Housing and Urban Development and the Department of Economic Securities.

Goodwill is not currently and has never been designated high-risk by a federal agency or any other foundation. Goodwill has a long history of successfully managing and executing large Federal grants, most recently successfully implementing/closing out the following workforce development-focused Federal grants:

US DOL REO Face-Forward 3 GoodFutures (2015-2018): Goodwill served as the lead agency, fiscal agent and service provider, sub-contracting with Tucson Youth Development (TYD) and Pima Prevention Partnership (PPP). This program provided expungement, diversion, and workforce training for offenders ages 14-24, and successfully served 133 eligible young adults, meeting all grant deliverables.

Services for People with Disabilities (1978-Current) Funded by the State of AZ-DES-DDD, Goodwill currently provides Group Supported Employment opportunities for adults with developmental

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disabilities. Goodwill consistently meets or exceeds all contract goals, and during this most recent fiscal year, met 4:4 contract goals.

DOL REO GROW (2018- Present): Goodwill is a sub-grantee of Goodwill Industries International for this DOL funded Adult Re-entry grant for justice-involved individuals age 25+. This program provides career planning, case management, educational interventions, employability training, certificates; and paid work-experiences in high growth / high demand occupations in Pima County. This program has achieved all grant deliverables to date and has served 116 justice-involved adults.

HUD- YHDP Demonstration Project- Goodwill Metro REC Education and Employment Project for Homeless Youth (2020 – Present): In partnership with the Tucson Pima Collaboration to End Homelessness (TPCH), this supportive services project provides outreach, education, employment and wrap-around services to homeless youth ages 12-24 in Pima County. This project has met all contract deliverables to date, and will serve 225 youth by 2023.

Past Performance

Goodwill has a proven track record of providing quality programs and services that meet the needs of the people we serve, our funding agents, and our community. The Covid19 pandemic caused Goodwill to adapt, and offer creative new approaches- both in person, and virtual, to service delivery. Goodwill was overwhelmingly able to overcome these challenges, implement new covid19 safety practices and procedures, and continue providing and offering uninterrupted quality programs and services.

Goodwill’s performance during the 18-19 contract year is a typical reflection of the quality of our performance; our ability to meet and/or exceed contract goals; and the number of participants served through our programs and workshop/training opportunities. Due to factors largely out of our control during the pandemic, we fell slightly short on a few contract deliverables during the 19-20 and 20-21 contract years. This is atypical, and not a true representation of our historical performance during the 20+ years we have been contracted by Pima County.

Below is a three-year comparison of Goodwill’s performance outcomes in relation to performance objectives:

Adult Case Management				
Contract Specific Measurables	Contract Goal	Results 18-19	Results 19-20	Results 20-21
1. Number of initial interviews.	--	85	126	63
2. Number of clients enrolled	120	178	201	183
3. Number of clients active-average.	80	125	128	115
4. Number of closures.	60	61	81	119
5. Number placed.	48	48	59	55
6. Entered employment rate (job placements/closures)	80%	79%	73%	46%
7. Average wage at placement.	\$14.00	\$15.40	\$15.11	\$16.03
8. Certificates, credentials, and/or degrees obtained	--	35	41	43
9. GEDs obtained	--	1	6	0
Youth Case Management				
Contract Specific Measurables	Contract Goal	Results 18-19	Results 19-20	Results 20-21
1. Enrolled in an Arizona@Work Activity.	120	156	116	147
2. Number of clients active on caseload.	60	70	105	103

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3. Number of closures	60	86	76	78
4. Received work-experience training	--	13	23	9
5. Obtained credentials	--	33	25	32
6. Number of job placements or post-secondary placement (per WIOA rules)	48	53	54	56
Adult Employer Outreach & Tucson Career Ladders Training				
Contract Specific Measurables	Contract Goal	Results 18-19	Results 19-20	Results 20-21
1. Number of Pima County Employers Served through Employer Outreach.	----	1,778	1,535	1,148
2. Number of employer trainings created.	4	9	12	10
3. Number of residents enrolled in training.	26	54	35	28
4. Number of employees completing training/earning certificate.	24	54	30	21
5. Pre-Training wage of employee trainees.	<\$12.00	\$13.96	\$13.97	\$14.83
6. Post-Training wage of employee trainees.	>\$17.19	\$16.90	\$18.00*	\$18.50*
7. Number of employees with post-training wages greater than \$17.19/hour.	21	26	TBD*	TBD*
8. Satisfaction of employers-% employers mostly or completely satisfied with Tucson Career Ladder Training program.	100%	100%	100%	100%
Classes were delayed in 19-20 / 20-21 due to Covid (no virtual options available) and we are still collecting data. Wages reported for #6 are based on preliminary data collected				
Youth Employer Outreach and Work Experience for Out-of-Work/Out-of-School Youth				
Contract Specific Measurables	Contract Goal	Results 18-19	Results 19-20	Results 20-21
1. Unduplicated number of employer outreach contacts.	--	159	84	126
2. Number of new Pima County employers served – Develop paid work experience training sites for Out of School / Out of Work One-Stop youth age 16-24.	60	78	31	28
3. Recruit eligible One-Stop youth for work-experience placement.	60	81	74	41
4. Number of out-of-school/out-of-work youth placed in work experience training.	--	13	26	20
Workshops and Seminars				
Goals and Measurables	Contract Goal	Results 18-19	Results 19-20	Results 20-21
1. Number of duplicated residents served.		1,286	641	140
2. Number of unduplicated served.		453	242	106
3. Number of workshops provided.		59	63	63
4. List of different workshops provided. -- <i>Employability Skills for Adults</i> -- <i>Employability Skills for Youth</i> -- <i>Resume Writing Lab</i> -- <i>Basic Computer Skills for Job Seekers</i> -- <i>Youth Leadership Skills</i>				

3. How many years has the organization been providing professional staffing services? (5)

Goodwill has over 20 years of experience providing a variety of professional staffing services for grants / contracts with Pima County, including:

- Adult Case Management- continually since 2001
- Adult Employer Outreach- continually since 2004

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- Workshops and Seminars- continually since 2008
- Summer and After School Work-experience Training- continually since 2010 and
- Youth Case Management- continually since 2012
- Youth Employer Outreach- 2017

4. Describe the functions of career planning, social and support services, behavioral health, and services to individuals with barriers to employment. (10)

Career planning is an integral part of the support services provided by Goodwill's WDS staff members to individuals with barriers to employment. A key focus of the services provided by Goodwill's WDS staff members is working with youth and adults to develop Individual Service Strategies and Career Plans to prepare them for current and future high-demand occupations that offer a livable wage, and provide career pathways to economic self-sufficiency.

For youth clients, Goodwill supports each youth with completing intake and taking the TABE assessment. Each youth completes a two-day 'Identifying your Skills' Workshop, and is scheduled for a follow up appointment with a WDS. During this appointment, Goodwill staff conduct interviews with each participant, and complete an Individual Service Strategy (ISS) to identify employment goals, appropriate objectives, and a training plan utilizing eligible training providers for clients to achieve their goals. Information from the ISS is utilized to develop a career plan that includes both short-term and long-term goals. Goodwill staff utilize the Skill Attainment and Interim Assessment Tools provided by Pima County to develop unique service plans for each youth that take into account their TABE scores and potential barriers to work; outline a training/education plan; and track and evaluate youth progress towards goals. Training plans include support with Employability Skills such as resume writing classes; pre-employment seminars; soft and hard-skills reviews; supporting clients with identifying personality trainings that translate into occupational goals; and support with job applications and interviewing skills.

Goodwill staff supporting adult clients follow a similar intake / case management timeline, and take a similar approach to hands-on case management and ongoing support of their participants. Goodwill staff support adult clients with developing an employment plan, enrolling in approved employability trainings, and identifying opportunities for on-the-job training / transitional paid work experiences that successfully prepare adults for employment in target/priority industries that provide a livable wage and opportunity for career pathways / economic self-sufficiency.

Once Career Plans are developed, Goodwill Case Management staff meet regularly with clients to review progress towards goals, and provide additional tutoring, training, or support to address deficits or challenges. Goodwill Case Management staff provide ongoing support and guidance to clients to ensure that they understand the training, credentials, hard and soft skills, and prior work experience required to progress in their chosen career path, and that the career plans developed are realistic, goal oriented, obtainable, and reflect the requirements and needs of the jobs/industries each client is pursuing.

To meet the social, support and behavioral health needs of our clients with barriers to employment, Goodwill conducts extensive outreach to local behavioral health and social/supportive service organizations to identify key staff contacts and develop an understanding of the scope of services provided prior to assisting clients with referrals. Basic needs and barriers are identified during intake and initial meetings with Goodwill's Case Management team, and Goodwill either addresses these basic

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needs by directly providing things like bus vouchers, access to a food basket, hygiene items, or clothing; or by supporting clients with making connections to our network of local organizations that can address the client's needs. Our goal is to help eliminate these barriers prior to the development of a career plan to ensure that our clients have a solid foundation upon which to develop their career plan and work towards their goals.

C. Methodology (0 to 30 points)

1. Describe best practices for working with vulnerable job seekers. (10)

Goodwill serves on average, 5000 individuals annually with barriers to employment. All of Goodwill's programs are designed to help people overcome barriers to education, employment, and personal/professional success. Goodwill's programs specifically cater to vulnerable populations including disconnected opportunity youth; at-risk youth; homeless youth; pregnant/parenting youth; youth and adults with justice involvement; individuals with disabilities; disconnected workers; and provide the wrap around supports, resources, and connections for these individuals to develop the soft skills, training, credentials and/or experience they need to secure jobs that pay a livable wage, and ultimately provide a roadmap to economic self-sufficiency.

All of Goodwill's team members who will be working with vulnerable populations are comprehensively vetted prior to employment, and on an ongoing basis. Goodwill direct support staff are required to maintain a fingerprint clearance, maintain an active first aid certification, undergo a criminal background check, verify their credentials, and maintain a clean driving record. Goodwill's ESS team regularly reviews and audits employee files and records to ensure that employees maintain active clearances, clean backgrounds, and clean records.

Goodwill staff are provided with numerous opportunities for professional development and training that review best practices for working with vulnerable job seekers. Goodwill staff attend trainings such as motivational interviewing- to assist staff with developing direct, client-centered and goal-focused approaches to case management; trauma-informed care- to help staff take an informed / whole person approach to providing services that recognizes the past experiences of each client and what additional needs and supports this client may have; and mental health first aid- which provides advanced first aid training specifically in the areas of client mental health and substance abuse.

2. How do you coordinate referral processes to achieve client goals? (10)

When we initially identify youth or adults who may be eligible for WIOA, Goodwill staff coordinate an introduction to Pima County One Stop and review the client's intake paperwork and supporting documentation. Once eligibility is determined, we analyze the suitability of the client for AZ@Work programs and refer them to a Case Manager who reviews Pima County's program offerings and the WIOA checklist. We strictly follow Pima County's referral procedure that specifies that interviews must be scheduled and conducted within 10 days of receiving a referral. From there, we support the client with ensuring that their basic needs are met and that they have a transportation plan to attend follow up meetings. If we discover that the youth client is enrolled in school, or an adult client is ineligible for county programs, we follow Pima County's procedure of notifying AZ@Work's Intake Supervisor within 5 business days of meeting the potential participant. This also becomes an opportunity where Goodwill

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staff are able to provide additional referral assistance by connecting AZ@Work ineligible clients to other Goodwill employment programs, such as Goodwill Metro REC or Goodwill's Job Connection Centers that may be a better fit for the employment/training needs. One of many benefits of employing Goodwill staff members to fill Pima County WDS roles is that Goodwill staff also attend monthly workforce development meetings at Goodwill, where they share resources, training opportunities, employer contacts, and wrap around supports that can be beneficial to One Stop clients.

To support a seamless referral process, Goodwill staff ensure that client data is accurately reported across Pima County's Participant Tracking System (PTS) and Arizona Job Connection (AJC) in a timely fashion. This ensures that the real time reporting data about each client's activities and progress towards goals is available- which is helpful when identifying appropriate, eligible referrals.

When making referrals to external resources and organizations such as behavioral health supports, social supports, or other client needs, Goodwill staff consider the support needs of each individual client, and follow the best practices outlined in the Employment and Training Administration's "Case Management Tool Kit" to determine whether a high level, middle level, or a low level of support is needed during the referral process. If it is determined that a high level of support for initial referrals is needed, Case Managers will provide a hands-on approach to assisting the client throughout the referral process to ensure that their needs are met through the referral source. Case Managers in high-support scenarios may also prepare the client for the referral by reviewing what the client can expect during the referral process- including what to wear, what questions to ask, what type of documents they might need, outcomes they can expect, and ensure that the client has a transportation plan to attend the referral appointment.

3. Provide written formal or informal procedures in place for recruitment, retention, and training of staff. (5)

Goodwill has both informal and formal procedures in place for recruitment, retention and training of staff. Goodwill engages and includes the Pima County One Stop Supervisor in the hiring process for all Goodwill staff positions that will be working with the county. As candidates are recruited, Goodwill's Program Manager send resumes of qualified candidates over to the Pima County One Stop Supervisor for review. The One Stop Supervisor assists the Goodwill Program Manager with narrowing down a pool of candidates, and setting up joint interviews between Goodwill and the County. Once Goodwill and the appropriate County staff agree on a candidate, Goodwill staff move forward with our formal Goodwill employment procedures for recruitment, retention, and training of staff- outlined below.

EMPLOYEE RECRUITMENT

Goodwill's selection procedures are designed to place the best qualified applicant in a vacant position and ensure all applicants equal opportunity and consideration for employment. All stages of the selection process will be free from any discrimination based on an individual's age, race, color, gender, sexual orientation, gender identity, religion, national origin, genetic identity, disability, veteran status or any other non-job related characteristic. In addition, Goodwill will make every attempt to reasonably accommodate any applicant or employee that requests consideration of accommodation under American with Disabilities Act (ADA) guidelines.

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Goodwill maintains an At-Will Employment policy: Goodwill maintains the right to terminate the employment of any Goodwill employee at any time, for any reason, with or without notice or cause. No representative, manager, or director of Goodwill has the authority to alter the employment-at-will relationship; only the Co-President/CEOs and/or the Board of Directors have the authority to extend a contract for employment.

All job openings will be posted internally, and may simultaneously be posted with outside recruitment activities. All employees are encouraged to consider opportunities for advancement or career development. All managers will consider the internal application of any employee who meets the minimum qualifications of the position. An internal candidate must be a "regular" employee before being eligible for transfers or promotions. An internal candidate must be employed for a minimum of 90 days before being eligible for transfers or promotions.

Procedure:

Recruitment:

1. The Hiring Manager or Department Manager will notify Employee Services and Support (ESS) of job openings. Employee Services and Support (ESS) will be responsible for posting all job notifications. These may include internal notices, newspaper advertising, job opening notices to local community outreach programs and Arizona's DES Job Service bank.
2. Prior to any interviews, Employee Services and Support (ESS) and the Hiring Manager will determine the level of involvement Employee Services and Support (ESS) will have in the selection process. For entry-level positions, Employee Services and Support (ESS) may be involved in the interview process. For professional and management positions, Employee Services and Support (ESS) will, at a minimum, review interview and application documentation prior to a hiring decision being made.
3. Applications will be submitted electronically, using the Goodwill website. Resumes may be attached to the electronic application when submitted. An application must be completed for individuals to be considered as applicants and prior to any background, reference check or job offer being extended.
4. The Hiring Manager will be responsible for properly administering selection procedures for vacant positions in their departments. Managers will be trained in effective selection techniques, including interviewing and testing procedures and equal employment rules and consideration.
5. Prior to extending a job offer, Employee Services and Support (ESS) will:
 - a. Conduct reference checks (professional positions). When conducted, references from a minimum of two sources are required.
 - b. Criminal background checks will be conducted for each employee. Each background check result is reviewed and when derogatory information is identified that could result in a "no-hire", the case is considered on its own merit. If a candidate is not moved forward in the hiring process, they are notified, using the appropriate adverse action procedures. When the background check is satisfactory, a job offer will be extended to the selected candidate, provided all other credentialing, physical fitness testing and/or driving reports are within acceptable limits. Throughout employment, and no less than quarterly, a routine background check process will be utilized for individuals already employed.
 - c. Educational credentialing will be completed for positions requiring a specific educational level (above high school). A Credentials Verification form will be used to solicit information from primary educational source.

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- d. List of Excluded Individuals and Entities (LEIE) check will be conducted for any applicant who will be working directly or indirectly on Federal grants. Throughout employment, and no less than quarterly, a check of current employees will be completed and documented.
 - e. Fitness for Duty: Department of Transportation (DOT) physicals (including drug screen) and Cost Reduction Technology Test (CRT) physical fitness test will be administered to truck drivers, salvage, and ADC's prior to employment. The DOT physical will be completed prior to the CRT test. Driver applicants must pass both components to be employed. DOT physicals will be done annually for drivers. Individuals holding positions other than drivers will review the job description for the job they interview for. The physical requirements of the job are part of the job description and are also part of the interview questions. Additionally, interviewees will be provided an opportunity to observe the work for the job for which they are applying and then will be interviewed following that observation to discuss fit for job.
6. All job offers are contingent upon successful completion of items 5a – 5f as applicable to positions being hired.
 7. Fingerprinting will be completed prior to delivery of services based on current requirement and throughout employment based on expiration and in response to information received.
 8. Any employee whose credentials are unable to be successfully verified will be suspended from their duties pending a determination by Employee Services and Support (ESS) regarding continued employment.
 9. For professional and management level positions, a non-selection letter and/or phone call will be given to the candidates interviewed but not selected.
 10. Goodwill hires all employees on an introductory basis. The first ninety (90) days of employment, whether full or part-time, is considered an orientation period for which time employees are considered temporary. Upon satisfactory completion of the 90-day orientation period, an employee becomes "regular".
 11. Acceptance of a regular employment position with Goodwill does not alter the Employment At-Will relationship between Goodwill and its employees. The regular employment status is an employee classification, not a contract for employment.
 12. An employee that terminates and then is re-hired prior to 30 days will be re-instated to their original hire date for benefit purposes only.
 13. An employee that is re-hired **after 30 days** will be considered to be a new hire.

Internal Job Postings – Lateral Moves:

1. "Internal", for the purposes of job postings, applies to any individual who is currently working at Goodwill in a role specified by a Goodwill job description.
2. The current job openings (Notice of Current Openings) will be distributed by Employee Services and Support (ESS). "Internal" only job postings will be in effect for five days, including the day it was posted. Each manager is responsible for posting these notices in their designated area.

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3. Interested employees may submit an *Employee Request for Position* to Employee Services and Support (ESS) for consideration. A current employee will not be considered unless they complete this form. Only regular employees will be considered (90-day orientation period complete). The employee must be in good standing and have the minimum qualifications for the position they are applying for, to be considered for movement to the new position.
4. Employee Services and Support (ESS) will review the request and either a) forward to Hiring Manager if employee is in good standing; or b) notify the employee if not in good standing and file the submitted document. The Hiring Manager will notify the employee if they do not meet the minimum qualifications for the position. The Hiring Manager will help identify areas for development or will refer the employee to the Employee Development team for assistance.
5. The hiring manager will interview qualified employee(s) and document appropriately.
6. If the decision is made to fill the opening with an internal candidate, the hiring manager will contact the current manager and plan the transition accordingly. The hiring manager will complete the appropriate promotion/transfer paperwork and send to Employee Services and Support (ESS).
7. The hiring manager will notify all internal candidates of selection/non-selection and thank them for their interest.

Internal Promotions:

When a newly created position or one with responsibilities of leadership, supervision or management open for which the hiring manager desires to fill internally, the following process will be used:

1. The Hiring Manager will notify Employee Services and Support (ESS) of the position. If no job description exists, the Hiring Manager will work with Employee Services and Support (ESS) to create the position description. The Employee Services and Support (ESS) team approves all final job descriptions.
2. Employee Services and Support (ESS) will post the position internally for five business days.
3. The Hiring Manager will interview the top candidate(s) and make a selection to fill the position.
4. The Hiring Manager will notify Employee Services and Support (ESS) of the selection and will complete the Personnel Action Form (PAF). The interview documents and PAF will be provided to Employee Services and Support (ESS) for updating records and filing.
5. Direct managers notify candidates of their selection or non-selection.

Exceptions:

1. Hiring Managers may promote individuals within their own unit one level up without using steps 1-3 above, provided the individual currently holds a lead, manager, or management position.
2. Department/unit reorganizational changes requiring realignment of responsibilities and position titles. These changes must be approved by a Director or above and approved by Employee Services and Support (ESS). The exception does not apply to newly created positions requiring new or different staff.

Re-Hiring Former Employees
Policy:

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Employees who leave the Company voluntarily with a two-week written notice are eligible for re-employment consideration. The decision will be based on the employee's past performance, attendance, overall employment record and the availability of a position that matches the employee's demonstrated skills, abilities and knowledge.

Procedure:

Employees terminated for cause shall be ineligible for re-employment.

Employees who are in good standing but are unable to give a two week notice because of a family emergency or situation may be eligible for rehire. An employee wishing to be rehired will submit a written request to ESS stating the reason(s) they should be considered for re-hire. Each situation will be evaluated on its own merit and will be based on evidence provided to ESS regarding the urgency for the exit from the company. ESS will be the decision making authority in all re-hires for anyone who did not give a two-week notice.

Employees who return to work after being recalled from a reduction in force will receive a bridge of service to restore seniority, and other Company benefits that are based on total length of service. The hire date of all employees re-hired, and who receive a bridge of service, will be adjusted for the number of days the employee was not employed.

A re-hired employee, will be required to pass a background check if more than 30 days has passed since the previous background check. Attending a new employee orientation will be required for all rehires who have not attended a new hire orientation within the last six months.

Employee Referrals:

Policy

Goodwill maintains an employee referral program as a tool for hiring qualified candidates for open positions. Award amounts for successful referrals are at the discretion of Goodwill and may change with or without notice.

Procedure:

1. To qualify for the referral award, the employee must refer an applicant for an open position prior to the applicant having any contact with the company.
2. The referred applicant cannot be a current or former employee of Goodwill.
3. The referred applicant must be hired for a regular full-time position or a regular part-time position (temporary positions will not qualify for the referral award)
4. Only one employee per successful referral may be paid a referral award.
5. Only hourly/non-exempt employees may be paid a referral award. Exception: No exempt employee or any employee assigned to Employee Services and Support (ESS), Job Connection sites or the Employee Development Program is eligible for a referral award.
6. The referral award will be paid when the referred employee reaches their 91st day of employment and is in good standing (no written warnings).
7. The referring employee must still be employed by Goodwill at the time the referral bonus is due.
8. The Employee Services and Support (ESS) staff has the responsibility to ensure payment of the qualified referral awards.

EEO and Affirmative Action:

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Goodwill affords equal employment opportunity to all people, regardless of age, race, color, gender, sexual orientation, gender identity, religion, national origin, genetic identity, disability, veteran status or any characteristic protected by law. Equal opportunity and equal consideration will be given to all applicants and employees in employment matters, including recruitment, hiring, training, promotion, compensation, transfer, lay-off and termination. We view the principle of equal employment opportunity as a vital element in the employment process.

Goodwill is committed to:

- Recruiting, hiring, training, and promoting persons in all job classifications without regard to non-job related characteristics;
- Ensuring promotion decisions are made in accordance with equal employment opportunity requirements by imposing only valid, job-related requirements for promotional opportunities;
- Ensuring all personnel actions relating to employment, compensation, assignment of work, promotions, benefits, transfers, terminations, training, and education are administered in a nondiscriminatory manner; and
- Ensuring all program services are made available to all persons, groups, organizations, and institutions on an equal basis throughout the area served by Goodwill.

Goodwill is also committed to compliance with Section 503 of the Rehabilitation Act of 1973, which requires certain employers to take affirmative action to recruit, hire, promote, and retain individuals with disabilities. Applicants and employees who believe themselves covered under this affirmative action program may advise Goodwill they wish to benefit under this program. This information will be used solely for the purpose of affirmative action and proper job placement. This information will not be used to exclude or otherwise limit the employment opportunities of qualified individuals.

In developing our affirmative action program, we commit ourselves to:

- Recruit, hire, train and promote persons in all job classifications without regard to non-job related characteristics.
- Ensuring promotion decisions are in accordance with equal employment opportunity requirements by imposing only valid, job-related requirements for promotional opportunities.
- Ensuring all personnel actions relating to employment, compensation, assignment of work, promotions, benefits, transfers, terminations, training, and education are administered in nondiscriminatory manner.

We ensure all program services are made available to all persons, groups, organizations and institutions on an equal basis throughout the area served by Goodwill.

To ensure that our goals for equal employment opportunity may be achieved through our good faith efforts, we have established various levels of responsibility to both direct and oversee our affirmative action efforts. ESS and Managers are responsible for ensuring that their employment decisions comply with the non-discrimination principles embodied in Title VII, the Age Discrimination in Employment Act (ADEA), the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974,

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Executive Order 11246, the Americans with Disabilities Act (ADA), the Uniformed Services Employment and Reemployment Rights Act (USERRA), and other federal, state, and local non-discrimination laws.

Immigration Compliance:

Goodwill employs only persons who are authorized to work in the United States. Goodwill does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986 and analogous state law, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Goodwill participates in the E-Verify program, a federal program that includes a database, which determines a newly hired individual's employment eligibility. If this program issues a final non-confirmation of employment eligibility for a newly hired employee, Goodwill will not be able to employ the individual and will have to terminate their employment.

Criminal History Background:

Goodwill complies with all legal requirements regarding staff who are required to successfully complete a criminal history background check. A criminal history background check is required for all individuals seeking employment with Goodwill and especially whose positions involve direct care service to individuals receiving services and their direct Managers. No employee can provide direct care service until they successfully complete and pass the criminal history background check and fingerprinting process.

1. Goodwill will notify all candidates of the criminal history background check requirements, which may include a fingerprint clearance. Fingerprinting will be administered in compliance with CARF requirements.
2. Background investigation records are maintained in ESS.
3. An employee who seeks employment with Goodwill will be required to submit to a background investigation and must comply. Failure to do so will result in immediate disqualification of employment.
4. Any employee who is unable to successfully pass the criminal history background screening and/or fingerprint clearance will be disqualified from employment consideration. If the employee was hired contingent upon the results of the background screening and/or fingerprint clearance, and is unable to successfully pass the screening(s), the employee will be suspended from their duties, pending a determination by ESS regarding continued employment.

Fingerprinting:

Goodwill complies with all legal requirements and contract requirements regarding staff that is required to successfully complete a fingerprint background investigation. Currently a fingerprint background check is required for individuals whose positions involve direct service to individuals receiving services and their direct managers, including all retail store managers, assistant managers, supervisors, and store leads. No employee can provide a direct service until they successfully complete and pass the fingerprint background check.

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1. Goodwill will notify all candidates of fingerprinting requirements at the time of hire. Fingerprinting will be administered in compliance with CARF, county, and/or federal requirements.
2. All background investigation records are maintained in ESS.
3. An employee who is offered a position that requires a fingerprint background investigation must comply with this requirement. Failure to do so will result in immediate termination of employment or employment offer.
4. Any employee who is unable to successfully pass the fingerprint background investigation will be suspended from their duties involving direct service to vulnerable adults receiving services pending a determination by ESS regarding continued employment.

EMPLOYEE RETENTION

Goodwill provides a robust employee benefits program that includes paid time off, healthcare benefits, dental benefits, telehealth benefits, 403b retirement plan, income protection, and opportunities for personal and professional development. Goodwill also surveys employees annually through a company-wide Employee Satisfaction Survey that seeks a variety of input about every aspect of company culture and the employee's experience at Goodwill.

Health and Voluntary Benefits

1. After completion of the applicable waiting period, eligible employees may enroll in the insurance plans. Coverage, when elected, begins the first of the month following the 60-day waiting period.
2. Goodwill pays a pre-determined amount of the company sponsored health coverage and ancillary coverage.
3. Employees may add coverage for eligible spouses, same sex spouses, domestic partners, and/or children at an additional cost to the employee.
4. An employee's portion of premium costs, if any, will be handled through payroll deductions.
5. If the employee participates in Section 125 pre-tax benefits, employees must have a "Qualifying Event" in order to make plan changes outside of an open enrollment period. A Qualifying Event may include marriage/divorce, birth/adoption, loss of other coverage, death or a court ordered change.

Annual Enrollment

During annual enrollment, employees can elect to newly enroll, terminate coverage or make changes to their insurance coverage. Per IRS rules, benefit plan elections cannot be changed during the year unless you experience a qualifying event. A qualifying event includes marriage, divorce, birth or adoption of a child, child reaches age 26, loss of coverage under another plan such as a spouse's or Medicaid (AHCCCS) plan, enrolled in Medicare, court order (QMCSO) or significant change in spouse cost or coverage options. You must notify the ESS department within 30 days of the date of the qualifying event if you wish to add, drop or change coverage (AHCCCS participants have 60 days). Otherwise you must wait until the next open enrollment to change coverage.

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Retirement Plan

Goodwill offers a qualified 403(b) retirement plan for employees. Eligible employees may participate immediately upon hire and must complete a salary deferral election form regardless of whether enrolling or waiving. Participants who waive participation may elect to enroll the first of any subsequent month. After one year of continuous employment Goodwill will make a safe harbor match to the plan for full time participating employees. The safe harbor match is available to part time employees once they are credited with 1000 hours of service during the plan year. Independent contractors are not eligible to participate.

Employee Assistance

Goodwill Industries offers an Employee Assistance Program to all full-time and part-time employees and is available for participation upon hire. This program is designed to provide professional guidance to employees and members of their immediate family concerning personal problems. This program is strictly confidential. For further information, please contact Employee Development Department.

Employee Development

Goodwill encourages all of its employees to expand their knowledge base both professionally and personally and will provide ongoing training and development opportunities for all eligible employees. Training and development opportunities will be equally provided to all employees without regard to an individual's age, race, color, gender, sexual preference, religion, national origin, genetic identity, disability, veteran status or any other non-job related characteristic. Eligible employees may be reimbursed a percentage of the cost of books and tuition for courses of study that Goodwill determines will directly enhance the employee's potential for advancement.

Professional Certifications that are a direct enhancement to job performance or are required to perform the job may be eligible for 50% reimbursement, but must be pre-approved.

Internal and external seminars, workshops, conferences:

Employees interested in attending external training and development opportunities should contact their direct manager to request consideration of attendance. When training is approved and course is attended, employees will forward a copy of the Certificate showing completion/ attendance of all training sessions to Employee Services and Support (ESS) for placement in their personnel file.

Tuition Reimbursement

Goodwill encourages all of its employees to expand their knowledge base both professionally and personally and will provide ongoing training and development opportunities for all eligible employees. Goodwill will reimburse 50% of the cost of a class up to \$5,250 a year, per employee. All courses must be pre-approved by Goodwill's Employee Development Department.

Income Protection

After a minimum of one year of continuous employment and on July 1st of each year of employment thereafter, Goodwill will match the hours in the employee's sick leave balance up to 6 days (48 hours) and deposit those hours into each full time employee's Income Protection Account.

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EMPLOYEE TRAINING

New Hire Orientation (All Goodwill Employees)

Policy:

Goodwill strives to provide its employees with an environment in which they can be successful in their position and support the mission of Goodwill. All stages of the orientation process will be free from any discrimination based on an individual's age, race, color, gender, sexual orientation, gender identity, religion, national origin, genetic identity, disability, veteran status or any other non-job related characteristic. In addition, Goodwill will make every attempt to reasonably accommodate any employee that requests consideration of accommodation under Americans with Disabilities Act (ADA) guidelines.

Procedure:

1. The Employee Services and Support (ESS) department will conduct all New Employee Orientations (NEO). An employee will be scheduled to attend NEO after they have worked at least a week in the store or department. NEO is held on the first and third Tuesday of each month unless notified by ESS of any schedule changes.
2. An *Orientation Checklist* will be completed for each new employee and retained in the employee's Employee Services and Support (ESS) file.
3. All new hire paperwork will be completed prior to attending NEO. A comprehensive benefits orientation will be included, and will indicate the projected date of benefit eligibility for the employee.
4. Using a prescribed new hire checklist, the employee's Manager will orient the new employee to the location of safety equipment, what the specific emergency procedures are for that location, what that area's evacuation plan is and where the first aid kit(s) are located. In addition, the Manager will review, sign, and discuss the job description. The signed checklist and job description are forwarded to Employee Services and Support (ESS) within two (2) days of start date at their work site and will be filed in the employee's ESS file.
5. If the new employee will be driving a company vehicle or operating a forklift, they will be scheduled for that training session as soon as possible. If the new employee will be driving a company vehicle that employee will be added to the authorized drivers list. The manager is responsible for notifying Employee Services and Support (ESS) of these requests.
6. If the new employee is placed in a position that requires job related certifications or clearances (e.g., CPR/First Aid, Article IX), they will be scheduled for the next available session. Employee Services and Support (ESS) is in charge of coordinating the training sessions.

Goodwill New Hire Onboarding for Pima County Positions:

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Procedure:

1. In addition to completing Goodwill's mandatory NEO, all Goodwill WDS employees will attend WDS-specific new employee onboarding conducted by the Senior Workforce Development Manager- Contracts.
2. A WDS New Employee Onboarding Checklist will be completed for each new WDS employee and retained in the Senior Workforce Development Manager-Contracts' files.
3. Onboarding for Goodwill's Pima County-based staff includes training in the following areas:
 - a. Introductions to Goodwill and County Staff
 - i. Center Tours and Introductions
 - b. WDS Training Manual Review
 - i. Read and Review questions
 - ii. Review Performance Measures
 - iii. Review program elements
 - c. Participants
 - i. Eligibility Review
 - ii. Barriers
 1. Resources available to address barriers
 2. Addressing barriers
 - iii. Review of services
 1. Community
 2. Partners
 3. Support Services
 4. Center Services
 - d. Training and Support Services
 - i. Supports and process
 - ii. Training plan and Process
 - iii. AJC Review / Process
 1. Mandated activities in AJC
 - a. Eligibility Determination
 - b. Objective Assessment
 - c. ISS
 - d. Career Planning
 - e. Program Elements
 2. Training Agent ID for OST activity
 - e. Youth / Adult Center Services
 - i. Introductions
 - ii. TABE
 - iii. Workshops
 - iv. UA MathCats Tutor
 - v. Clothing Closet
 - vi. Food Pantry

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- vii. Walk In Resume Assistance
- viii. Library Page
- ix. Toothbrushes
- x. Hiring Events
- xi. Job Lead Books
- f. File Review
 - i. New files process
 - ii. Continuing files
 - iii. Finishing Clients
 - iv. Exiting Files
- g. Selection Review
 - i. Review files at various stages and process for meeting with County Staff before contacting clients
- h. Calendar Review of important team meetings
 - i. Team Meetings
 - ii. Speakers
 - iii. Technical Trainings
 - iv. Other

Other Training:

Goodwill Workforce Development Staff, including Pima County-based positions, will attend additional training and certification programs in accordance with their roles and responsibilities including:

- *Motivational Interviewing:* This training helps workforce development staff develop direct, client-centered / goal-focused approaches to case management.
- *Trauma-Informed Care:* This training helps workforce development staff take an informed / 'whole person' approach to providing referrals and services. By understanding the past experiences of a client, Goodwill staff understand a complete picture of the person served, and are able to tailor their approach / referrals to wrap around supports to the individual.
- *Mental Health First Aid:* In 2021, Goodwill started offering Mental Health First Aid training workshops to staff working with vulnerable populations. Currently, Goodwill staff working with County clients are registered to attend the December 2021 training.
- *First Aid / CPR Certified:* All staff serving participants receive first-aid and CPR training. ESS tracks certification expiration dates and ensures that all staff remain up-to-date with active certifications.
- *Database- PTS training, ALC training-* All staff working with Pima County are provided training on how to utilize PTS and ALC, and the county policies and expectations surrounding data entry.

4. Describe how you recruit and maintain a diverse and inclusive workforce (5).

Goodwill Industries of Southern Arizona (GISA) is committed to cultivating and maintaining a richly diverse and inclusive workforce that is reflective and representative of the communities and individuals we serve, and promoting equal and equitable opportunities for all people. Goodwill Industries of Southern Arizona has developed a comprehensive Cultural Competency and Diversity Plan, some of which is outlined below, for our organization that includes an overview of our values; detailed goals, timelines, and action items; a thorough comparison of the demographics of Southern Arizona as they

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compare to the demographic composition of our staff; and education and training for our volunteers, leaders, and staff.

Goodwill’s diversity initiatives are applicable, but not limited to our values; practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions, transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that enforces:

- Respectful, open and honest communication and cooperation between all employees, program participants, customers and all other stakeholders
- Teamwork and participation by everyone, permitting the representation of all groups and employee perspectives
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for diversity

GISA’s vision for culturally and linguistic competent service is:

- Services that are given with understanding of and respect for individuals’ cultural beliefs and values
- Staff that respect cultural beliefs and values, interpersonal styles, attitudes and behaviors of individuals, families and communities we serve
- Administrative, management, and mission services that include routine assessments and implementation of processes.

This results in a workforce that is culturally and linguistically competent in a system that provides the highest quality of services to all communities

All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other company-sponsored and participative events. All employees and program participants are required to attend and complete annual diversity awareness training to enhance their knowledge to fulfill this responsibility.

Demographics:

GISA serves the communities of Southern Arizona, which according to the 2019 census estimates, is approximately 1,682,488 citizens. The demographics of Southern Arizona citizens is depicted below, and includes a comparison to GISA’s employee demographics. GISA’s employee demographics are representative of the demographics of the communities served, as demonstrated by the comparison below:

Race	Southern Arizona Demographics	GISA Employee Demographics
African American	4%	8%
Caucasian	44%	49%
Hispanic	47%	34%
Native Hawaiian	.3%	Less than 1%
American Indian	4%	3%
Asian	2%	Less than 1%

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Two or More	3%	4%
Gender	Southern Arizona Demographics	GISA Employee Demographics
Male	50.02%	40%
Female	49.98%	60%
Age	Southern Arizona Demographics	GISA Employee Demographics
Under 15	22%	0
15-24	13%	19%
25-34	12%	28%
35-44	12%	16%
45-54	13%	17%
55+	27%	20%

Language –39.35% of Southern Arizona Citizens speak a language other than English at home. All GISA employees are required to be able to speak English, however, at the Nogales location, the prevalent language presented by customers is Spanish, and is therefore the primary language spoken by employees. The Human Resource Information System (HRIS) used by ESS has a function that allows candidates to switch between English and Spanish, making the application process easier for those with limited English understanding. ESS also provides both Spanish and English versions of job postings and each requisition states that bilingual candidates are strongly encouraged to apply.

Income – The median household income is \$50,518 and is approximately 8.5% below Arizona’s median household income. 15.3% of families live below poverty, which is 1.6% higher than the projected 2021 United States average of 13.7%. Based on this statistic, basic financial training is provided to employees regarding planning and executing budgets, good financial decision making, etc. Additionally, opportunities are provided to employees to plan for and execute actions that can lead to careers offering a better financial future, including internal opportunities for advancement via career ladders that outline the skills, behaviors, and competencies needed in order to progress.

Disability – 10.15% of Southern Arizona citizens are identified as having a disability. Goodwill Industries of Southern Arizona’s population of individuals with known disabilities is 9%. Barriers include disabilities and other life impacting issues such as underemployment, incarceration, first time employment, language barriers, etc. Training, providing programs, and hiring individuals with disabilities or who have significant barriers provides the opportunity for better jobs and increases the likelihood of securing better financial futures for people served, and their families.

Process:

To promote cultural diversity in the agency, GISA is engaged in the following activities:

- Affirmative Action Plan (posted at each site), with annual EEO reporting and analysis
- Employees are provided with training on cultural and diversity competency from internal trainers

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- Equal Opportunity Employment initiatives for hiring under-represented populations, as necessary
- The on-boarding process includes education regarding the importance of a diverse culture.

Specific Goals:

Goal 1: Provide Cultural Diversity training annually to build understanding and competency to all staff

Action Steps/Measures	Responsible person/unit	Target Date
Provide introduction to cultural diversity to new hires at NEO (New Hire Orientation)	Employee Services & Support Generalist	On-going – at each NEO
Provide training to managers and Job Coaches at GISA using on-line or classroom training/ meetings. Managers and Job Coaches will train/educate their employees and program participants	ESS and organizational managers; Job Coaches	On-going at monthly trainings, site meetings, integrate into soft skills training

Goal 2: Ensure the hiring process is inclusive and supports cultural diversity interview process

Action Steps/Measures	Responsible Person/Unit	Target Date
Job postings/requisitions are posted in both English and Spanish with a notation that bilingual candidates are strongly encouraged to apply	ESS	On-going
Provide application review and interview training for hiring managers that includes cultural and diversity awareness information, appropriate questions and non-offensive language	ESS and hiring managers	On-going
Ensure electronic accessibility for individuals with disabilities in application process so no applicant has an electronic barrier to applying for positions	IT, ESS and Accessibility Committee Members	On-going
The online application portal allows applicants the ability to switch the language to English or Spanish. Job postings/requisitions are provided in both English and Spanish. This helps those with	ADP and ESS	On-going

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Limited English Proficiency (LEP).		
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Goal 3: Apply special effort to recruit and retain employees who have barriers in populations that are underserved in the communities we serve

Action Steps/Measures	Responsible Person/Unit	Target Date
Increase the military veteran employee population at GISA through partnership with Arizona Coalition for Military Families	ESS and the Veteran's Supportive Employer Committee members	On-going
Increase the application and subsequent hiring of individuals with felonies by reducing the background period to 5 years and considering each felony situation on a case-by-case basis	ESS and hiring managers	On-going

Goal 4: Educate, on an organizational level, employees on different cultural practices/nuances for the individuals we employ and serve.

Action Steps/Measures	Responsible Person/Unit	Target Date
Provide information to employees and program participants through email, newsletter, tidbits regarding holidays, value systems, celebrations, religious practices, expectations, strengths, and other nuances for all cultures, generations, disabilities and other factors that mark the diversification for the population GISA employs and serves.	ESS, Marketing, and employees across the organization	On-going with specifically appointed activities scheduled during site meeting/trainings.

Goal 5: Provide the opportunity for input on company programs or initiatives by a cross section of employees representational to the diversity within the organization.

Action Steps/Measures	Responsible Person/Unit	Target Date
When creating focus groups or work teams, invite participation or solicit direct input by individuals representing the diverse population of the	All leaders within the organization	On-going

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organization, including program participants		
Diversity, Equity, and Inclusion (DEI) Committee, led by University of Arizona faculty member to review policies, processes, and organizational activities to establish a robust, diverse, inclusive and equitable environment for all employees	15 diverse employees from across the organization, UofA Faculty Member, and Co-President/CEO	Meetings commenced July 2021 and will conclude December 2021
The Employee Engagement Survey is distributed to gauge employee satisfaction, knowledge of policies/procedures, and to gather feedback and recommendations.	ESS	Semi-Annual- September and April

Plan of Action:

As we continue to develop and improve our Cultural Competency Plan, we will ensure the following are incorporated: (1) participation in cultural competency and diversity activities by all staff, (2) Include cultural diversity training into New Employee Orientation, (3) Follow up on activities that incorporate feedback and input from participants, (4) post organizational values reflecting our commitment to diversity, equity, and inclusion for employees, volunteers, customers and stakeholders to see

Summary

GISA is committed to continuous improvement to its cultural and linguistic competence and will consider this a focus area for staff, program participants, customers and all other stakeholders. Goodwill's Cultural Competency and Diversity plan is reviewed annually, and as needed by Goodwill's Cultural Competency and Diversity team, as well as external consultants that specialize in the development and review of Cultural Competency and Diversity Initiatives; and input from staff and other internal and external stakeholders.

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.

At Goodwill Industries of Southern Arizona, our entire business model is founded on the resale and reuse of gently used items. Last year alone, we helped divert over 33 million pounds from local landfills. With items being donated and then resold in our stores we also help limit the amount of resources it takes to manufacture, package and then ship new products to our community. The donated items we

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sell in our stores are all locally sourced, meaning they have virtually no carbon footprint. Since we are selling reused items, we are helping save water, chemical waste, raw materials, packaging and even the energy it takes to create a new product. One important example is water. It takes over 1,800 gallons of water to produce one single pair of jeans. Goodwill has thousands of used pairs of jeans in our stores across Southern Arizona, which equates to millions of gallons of water saved.

Our goal is always to reduce the amount of waste going into local landfills. One of our core values as an organization is to "provide excellent management of community and environmental resources." In order to do that, we have a multi-step process to ensure we maximize the value of every donation we receive. When an item comes into one of our retail stores, it will remain on the sales floor for 5 weeks. If it does not sell after 5 weeks, it is pulled and sent to one of our by the pound outlets. If it does not sell at an outlet, items are bundled and sold at auction. For E-waste recycling, we partner with Dell Reconnect to safely and environmentally responsibly dispose of any electronic equipment or computers that we receive. We also sell scrap materials and metal on the salvage market whenever possible. Collectively, Goodwill organizations around the globe make up the largest network of nongovernmental recyclers in the world. Our commitment to conservation translates to our workforce environment as well, with a shift to a nearly paperless payroll in 2021, and transitioning the majority of our case management platforms to virtual/electronic formats.

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: Goodwill Industries of Southern Arizona, Inc.

Description of Services: Case Management; Employment, Education and Training Supports

Job Location: Pima County, AZ (Tucson)

(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: Goodwill Industries of Southern Arizona, Inc.

AUTHORIZED SIGNATURE: *[Signature]* DATE: October 4, 2021

Elizabeth Gulick
PRINTED NAME

Co-President/CEO
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	29.91	186,638.40
2	Education Coordinator	II	5	10400	HR	\$ 24.50	35.14	365,456.00
3	Education Coordinator	III	3	6240	HR	\$ 26.73	38.29	238,929.60
Educator Coordinator Total Proposed Cost								\$ 791,024.00
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	\$ 18.50	26.68	277,472.00
20	Workforce Development Specialist	II	8	16640	HR	\$ 20.00	28.79	479,065.60
21	Workforce Development Specialist	III	10	20800	HR	\$ 22.50	32.32	672,256.00
Workforce Development Specialist Total Proposed Cost								\$ 1,428,793.60

* 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, overhead and profit margin as well as subcontractor's total costs if appropriate.

** 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: 22000000000000000061

MA Version: 1

Page: 5 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	Ser-Jobs For Progress Of Southern Arizona Inc	Contact: ERNIE URIAS
	40 W 28TH ST	Phone: 520-624-8629
	TUCSON AZ 85713	Email: erik.dorame@pima.gov
		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: 6 of 12

Line	Description					
1	Workforce Development Specialist I					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$35.92			
2	Workforce Development Specialist II					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$37.63			
3	Workforce Development Specialist III					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$39.33			

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
01	09/14/2021	03	09/28/2021		
02	09/20/2021				

14. BID/OFFER CERTIFICATION:CONTRACTOR LEGAL NAME: SER-Jobs for Progress of Southern Arizona, Inc.

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: 40 West 28th StreetCITY/STATE/ZIP: Tucson, Arizona 85713

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: Ernest Urias - DirectorPHONE: (520) 624-8629FAX: (520) 623-5754CONTACT PERSON EMAIL ADDRESS: erik.dorame@pima.govEMAIL ADDRESS FOR ORDERS & CONTRACTS: erik.dorame@pima.govCORPORATE HEADQUARTERS ADDRESS: 40 West 28th StreetWEBSITE: 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 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: 9/30/21Ernesto Urias - Director

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: (520) 624-8629 erik.dorame@pima.gov

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 Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

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

9. QUANTITY:

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

10. PACKING:

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

11. DELIVERY:

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

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

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

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

12. SPECIFICATION CHANGES:

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

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

13. INSPECTION:

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor with costs for transportation, unpacking, inspection, repacking, 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: SER-Jobs for Progress of Southern Arizona, 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 Business License Attachment A :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>F5A8G7JQ9NW6</u> Expiration Date: <u>03/04/2022</u>

	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: <u>964816636</u> Expiration Date: <u>N/A</u>

SIGNATURE: 

DATE: 9/30/21

Ernesto Urias - Director
 PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

END OF EXHIBIT B

EXHIBIT C: QUESTIONNAIRE (1 PAGE)

OFFEROR'S NAME: SER-Jobs for Progress of Southern Arizona, 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.

SIGNATURE:



DATE:

9/30/21

Ernesto Urias - Director

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

END OF EXHIBIT C

SER's mission is to provide the best possible services to our community. The SER Board of Directors' first instructions to the SER Director was to find, recruit, hire and train the best candidates to serve our clients.

In our fifty plus years of community service we have recruited, hired and trained more than one thousand (1,000) individuals. Our former employees' network is represented in all aspects of our community. SER's staff alumni include home makers, business owners and executives, teachers, doctors, attorneys, college professors, deans, chancellors and presidents.

Many of our former employees were hired by Pima County. They are either still there or have retired from county service. The immediate past two Pima County Community Services Directors were originally recruited, hired and trained by SER during the Comprehensive Employment and Training Act (CETA) era.

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?

Seamless Services

SER understands the community's business and economic development resources and the local labor market. Our staff regularly receives training in economic development methodologies; rules, regulations, procedures and practices of the Workforce Innovation and Opportunity Act (WIOA), the Americans with Disability Act (ADA), Youth employment laws, the Fair Labor Standards Act (FLSA), Pima County contracting policies, regulations and standards as well as crisis intervention techniques and services.

Staff receives weekly job leads by email from the ARIZONA@WORK's Arizona Job Connection website. We use social media platforms for recruitment, job search, job placement and networking (Indeed, CareerBuilder and LinkedIn).

Our staff prepares resumes and cover letters for our clients and have all the tools, including computers, necessary for this task. We also set-up an email account and an account with the Arizona Job Connection website for each client. This activity gives our clients job leads, up dated job listings and the ability to update/create resumes targeted to specific job postings.

Staff works with on-site Arizona Department of Economic Security (DES) personnel to refer clients to Unemployment Insurance (UI), Supplemental Nutrition Assistance Program (SNAP) and the Arizona Health Care Cost Containment System (AHCCCS).

Diverse Populations

To serve the needs of our county's diverse populations SER staff must communicate effectively, both orally and in writing.

We pride ourselves with establishing and maintaining effective working relationships with others. Staff must analyze each situation, use sound judgment, draw conclusions and determine appropriate courses of action. Clients participate in all aspects of the decision-making process.

Our staff completed the required training courses and workshops designed to transition our diverse client base into Pima County's labor market. We provided this training through the Pima County Learning Management System and the Arizona Department of Administration's Learning Portal. The training subject matter concentrated on such areas as; Diversity, Equity and Inclusion; Providing Exceptional Customer Service; Preventing, Identifying and Addressing Worksite Bullying; Unlawful Discrimination, Harassment, and Retaliation; Preventing Workplace Violence; Situational Safety and Awareness; Understanding Sexual Harassment; and Disability and the Americans with Disabilities Act.

We schedule our participants for workshops, as needed, through the Pima County Participant Tracking System (PTS). These workshops may include Employability Skills Training, Career Exploration, Resume Writing and Computer Fundamentals for Employment Seekers.

SER is kept up-to-date on all the education and vocational training available through our partner agencies that might be of interest to our clients.

2. Describe previous general organizational experience and past performance.

The SER Board of Directors establishes the organization's policies and sets the agency's overall objectives. The SER Board of Directors is a policy board not an advisory board.

Origins

The League of United Latin American Citizens (LULAC) and the American G.I. Forum, the nation's two largest Hispanic service organizations, founded SER-Jobs for Progress in the early 1960s. In 1963 the Department of Labor (DOL) acknowledged SER as a national categorical organization for Hispanics. That same year the Department of Labor, under the Manpower Development and Training Act (MDTA), selected SER as the national delivery system for employment and training services for the nation's underserved Hispanic community. These services represented the needs of the overall disadvantaged community but ignored by traditional service providers when it came to the Hispanic Community. We are no longer a categorical employment and training program for the Hispanic Community but our origins prepared us to work in all areas of employment and training with all the diverse segments of our community.

Our local program started in 1967. The program's tasks were to recruit, assess, counsel, train and provide job placement assistance services to migrants and other disadvantaged workers.

Comprehensive Employment Center (One-Stop Center)

In 1971, SER-Jobs for Progress of Southern Arizona, Inc. became an independent Comprehensive Employment Center. The first version of what the Department of Labor (DOL) would later change to a One-Stop Center and now, locally, an ARIZONA@WORK Career Center. SER's Comprehensive Employment Center was, in essence, the first One-Stop Center serving Pima County. We served in this role through the Manpower Development and Training Act (MDTA), the Comprehensive Employment and Training Act (CETA) and the Job Training Partnership Act (JTPA). Pima County started assuming most, and now all, of our one-stop functions under the Workforce Investment Act (WIA) and now the Workforce Innovation and Opportunity Act (WIOA).

In the first year of independent operations, SER competed for DOL funds at the national level, and brought into our community the equivalent of \$ 908,505 in 2020 dollars. SER also leveraged additional resources from The Model Cities Program through what is now the Department of Economic Security (DES).

Local political jurisdictions were not part of the funding processes until CETA shifted national funding allocations to the local areas. SER, on an annual basis, was bringing more than \$2,200,000 in 2020 dollars into Pima County at the end of the MDTA era.

In addition to national Department of Labor (DOL) funding streams, we also competed for, and received direct contracts from the Department of Labor Region Nine Office in San Francisco. These contracts were to design and implement programs for returning Vietnam veterans and for contextual English as a Second Language (ESL)/Health Careers training that could be replicated at the national level.

In summary, we provide employment and training services focusing on the needs of the local workforce. We participated in the area's workforce, economic, vocational and technical education development under MDTA, CETA, JTPA, WIA and WIOA.

Scope of Services

We work with Pima County dislocated and migrant workers, special populations, veterans, displaced persons, out-of-school youth, functional illiterates, monolinguals and "at-risk" middle and high school students. SER conducts summer and after school basic education and work experience programs for low-income youth and has done so for the past thirty plus years. Our participants receive educational incentive payments/stipends and elective high school credits.

Dislocated Workers' Programs

SER designed and operated dislocated worker programs in Gila, Pinal and Santa Cruz counties. Our Hayden office served Hayden, Winkelman, Dudleyville, Kearny, Mammoth and San Manuel. Our Nogales office served Nogales, Rio Rico and Patagonia.

We targeted individuals, also known as dislocated/displaced workers, who lost their jobs through no fault of their own. This group included eligible recently separated veterans. Spouses of active-duty members of the Armed Forces who lost their jobs or were underemployed as a result of military relocations were included. Displaced homemakers, persons who cared for family members, without pay, but were no longer supported by their spouse were also eligible for services.

Comprehensive after-school and summer vocational training programs

In 1992 we developed and implemented comprehensive after school and summer vocational training programs. We linked these programs with work experience in the public and private sector. Joint ventures with the Sunnyside Unified School District trained and certified automotive technicians and certified nursing aides. The Nurses' Aides were, with additional short-term occupational training, upgraded to Patient Care Technicians.

Our initial automotive technicians program involved Sunnyside High School and the Jim Click Automotive Team. It provided one hundred and sixty (160) hour internships for eighteen students that led to direct employment. Since then, we have built stronger partnerships with Jim Click's Automotive Team (10 dealerships), Royal Automotive Group (9 Dealerships), Chapman Automotive Group (7 dealerships) and Desert Toyota of Tucson.

This summer the county was unable to provide funding for summer work experience activities. Our partners provided \$52,168.00 to allow 27 interns to participate in our summer internship program.

Experience with federally funded programs

SER-Jobs for Progress of Southern Arizona, Inc, has the following experience:

- Twenty (20) years designing and operating comprehensive delivery systems under the Manpower Development and Training Act (MDTA) and the Comprehensive Employment and Training Act (CETA)
- Fifteen years designing and operating comprehensive programs under the Job Training Partnership Act (JTPA)
- Participation in the Pima County One-Stop System since 1998, under the Workforce Investment Act (WIA), and as of 1 July 2015, in the Workforce Innovation and Opportunity Act (WIOA)
- Fifty (50) plus years developing specialized training, on-the-job training and work experience programs in the public and private sectors

- Forty-eight (48) years collaborating with Tucson Unified School District (TUSD) in vocational and core academic programs

3. How many years has the organization been providing professional staffing services?

We have more than fifty years' experience staffing comprehensive employment centers. We have contracted professional services with Pima County since 1995. SER personnel are housed at both ARIZONA@WORK One-Stop locations, the Sullivan Jackson Employment Center, Las Artes Arts and Education Center and our corporate office. Each year SER provides an average of forty to fifty professional staff members for county employment and training services. Positions include: Receptionists, Intake, Case Managers/Workforce Development Specialists, Outreach and Administration.

4. Describe the functions of career planning, social and support services, behavioral health, and services to individuals with barriers to employment.

Career Planning

Planning is essential if one hopes to achieve upward mobility in one's chosen career field. Staff will work with clients and develop measurable short term, intermediate term and long-term objectives. These objectives must be completed to reach one's ultimate career goal. The challenge is especially difficult for individuals who have physical, mental, family, transportation, language and other barriers to employment. SER staff understand these challenges and prepare our clients to be productive members of our permanent workforce.

Support Services

SER staff is familiar with and works with agencies that provide a wide variety of essential support services. The community mental health providers offer behavioral health services for people struggling with mental health and addiction issues. SER and behavioral agency staff work, as a team. Often the behavioral health agency will provide housing and mental health assistance as well. Vocational Rehabilitation works collaboratively with the ARIZONA@WORK Pima County One-Stop system by offering Rehabilitation Services

Administration (RSA) clients the option of being referred to the One-Stop Center for employment related services.

SER will refer physically disabled clients, as needed, to Pima County community agencies that focus on housing and transportation services. These community agencies and religious groups provide transportation to medical appointments, the Community Food Bank as well as day care, camp scholarships, furniture and eye glasses.

El Rio Health Center provides health, dental services and lifestyle programs for everyone who meets their eligibility guidelines.

SER has a successful English as a Second Language (ESL) program. Unemployment Insurance recipients continue receiving UI payments while enrolled in our ESL training.

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

SER serves unemployed, under employed, dislocated workers, displaced individuals, hard to serve at-risk youth, refugees, veterans, non-traditional job seekers, limited English speakers and high school dropouts.

Sullivan Jackson Employment Center

The Sullivan Jackson Employment Center (SJEC) was founded in 1986. SER contracted with the SJEC that same year and has done so to this date.

The Sullivan Jackson Employment Center offers housing, employment and training services to men, women and youth experiencing homelessness, and are seeking to enter or reenter the workforce. We have outreach, intake, education, case management and support staff stationed at the SJEC. Our staff provides recruitment, intake and assessment, employability skill training, self-directed case management, support services and aftercare/ job retention case management services.

SER staff works to increase the skill levels of homeless participants and provide job training and placement opportunities. We work within the Continuum of Care and provide transitional opportunities to workers and their families.

Las Artes Arts and Education Center

The Las Artes Art & Education Center offers a unique learning environment for at-risk out-of-school youth ages 17-22. The center started, in 1995, as a partnership between Pima County and SER-Jobs for Progress. The initial program design called for the production of mosaic murals. The program later expanded to give our students high school credits. It now has two basic education levels, a GED preparation section and a murals design and production component. In the last decade the program helped more than 600 out-of-school prepare for the GED examinations. The Las Artes Art & Education Center has produced more than 70 public art works that are displayed throughout Pima County.

Students receive a weekly stipend if they meet the attendance requirements and educational benchmarks.

YouthBuild / Tucson (At-risk youth)

SER's YouthBuild/Tucson program in collaboration with Pima County ARIZONA@WORK One-Stop, Primavera Foundation, Arizona Carpenter's Union and Las Artes, Arts and Education Center (GED) worked with disadvantaged at-risk youth. The intensive 12-month training program gave students the opportunity to earn their GED, acquire construction trade skills and workplace awareness. The program offered our participants the first rungs in the construction trades career development ladder.

YouthBuild/Tucson students participated in community development activities by building affordable housing for low-income families. Our students developed leadership skills, participated in community service activities and earned their GED. Some graduates were encouraged and assisted in pursuing post-secondary education, enrolled in an apprenticeship program or were placed in unsubsidized employment.

Non-Traditional Training Programs

A similar program to YouthBuild /Tucson was created in partnership with Pima County One-Stop and The University of Arizona for a nontraditional training program for women. Economically disadvantaged and women with employment barriers were recruited for a construction training program that offered a range of educational opportunities and extensive workshop on life skills. The program offered comprehensive support services, placement assistance and post training follow-up assistance.

Kino Veterans' Workforce Center

SER staff serves as the anchor for a coordinated multi-agency team made up of five (5) service provider partners. The team serves, on average, 350 veterans each month. The center staff work with local employers to promote and develop job opportunities for veterans. The team acts as

liaison to community agencies such as the Chamber of Commerce, business associations and economic development organizations.

SER Staff at the Pima County Kino Veterans' Workforce Center provides support services that assist veterans to find jobs, get training and access benefits. Examples of the services our staff provide to vulnerable veterans, specifically those experiencing homelessness or other barriers are:

- Peer support, networking clubs, computer labs and office equipment to support training and job searches
- Career counseling and job-search assistance, including help with resumes; skill and aptitude assessments; and interview techniques
- Benefits counseling and claims assistance for education, medical care, disability, behavioral health services and recovery
- Assistance with housing and other basic needs
- Adult education, tutoring and study-skills workshops; occupational skills training; and on-the-job training partnerships
- Assistance with tools, uniforms and other job necessities

English as Second Language (ESL)

SER established an English as a Second Language program, designed for refugees and lawful permanent residents with language barriers. This program provides basic language skills, employability skills training, job placement and post-secondary education opportunities. Our ESL is approved by the state. Our students may receive unemployment payments and/or continue receiving state assistance, if eligible, while in training.

As an adjunct we added a weekend in-school program for Limited English Proficient (LEP) students. This program provides basic language skills for recently arrived refugees. Young refugees from Afghanistan, Bhutan, Burma, Burundi, Eritrea, Iraq, Kenya, Nepal, Sudan and Tanzania, among others have benefited from these services.

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

SER follows the protocols developed and implemented by Pima County Community & Workforce Development Department.

The One-Stop's intent is to create "a one door is always the right door" environment, hence an effective referral process requires coordinated staff activities at the various One-Stop sites.

Staff must be aware of the services provided at each site so as to direct clients to the appropriate place and/or workforce personnel. SER encourages staff to form strong working relationships with other partners and agencies to ensure appropriate client referrals.

Depending on duty assignments, SER staff have specific job duties and responsibilities during the referral process:

Reception

Our Program Support Specialist-Receptionists greet clients, determine the nature and purpose of the visit, and direct or escort them to their correct destinations. They answer incoming calls, provide information and transfer calls to staff who can answer and or assist with the client's questions and issues. Our receptionists may transmit information or documents for clients using computers or fax machines i.e., resumes/cover letters to a potential employer. They may also send out Unemployment job search/approved training claim forms to the proper DES department for processing.

Receptionists schedule client appointments, with the appropriate staff, for training, support services, counseling and community-based income assistance programs. In addition, receptionists provide facility information such as department locations, employee work stations and services available at their assigned locations.

Intake

Our Program Support Specialist-Intake interviews applicants and collects personal data such as earnings, family size and employment and education histories. This information determines the applicant's eligibility and the approved funding source for training, education assistance, and/or

placement. Funding sources are based on applicable federal, state or county assistance program guidelines.

They perform basic assessments and testing to ensure that each person is prepared for their selected training or a program. Our intake workers also provide information on services offered by One-Stop partner agencies, contracted providers and by community-based organizations.

Case Management

SER's Workforce Development Specialist counsel customers regarding the labor market, job availability, work specific skills and educational requirements. They interview and counsel customers and determine short-and long-term career goals, barriers to employment and the need for additional training and education. Our WDSs assess and develop a support service plan for each client and coordinate referrals to the appropriate agencies.

Along with career and academic counseling, our staff assist with crisis intervention. WDS develop and conduct employability skills training workshops that address general and specific workforce career and job search issues. Our staff develop Work Experience (WEX) contracts that specify the wage level and the length and content of a client's training. Our WDS's will send their clients' resumes to companies posting jobs in the Arizona Job Connection Website.

Outreach and recruitment

Our Homeless Outreach Specialist/Case Managers (HOS/CM) perform outreach and case management services for individuals, families, youth and veterans experiencing homelessness. They recruit the unsheltered and encourage them to participate in the various programs that address their needs.

Our staff spends the majority of their time in the field locating and prioritizing clients with the greatest needs. The Coordinated Entry process ensures all clients are referred to the appropriate programs based on the initial Vulnerability Index-Service Prioritization Decision Assistance Prescreen Tool (VI-SPDAT) results. All client information is entered into the Homeless Management Information System (HMIS) which links them to housing and support intervention

services. Our staff will refer clients to emergency shelters, provide bus passes, clothing and basic hygiene items. Homeless case managers may use support service funds to pay for short term rentals, furniture, work clothes and work-related supplies.

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

SER recognizes that the right recruitment, retention and staff training is essential for every successful business.

We list job openings with state, county and local employment and training providers. SER and county staff interview and rate each applicant. The committee ratings are submitted to the SER Director who makes the final hiring decision.

We provide a steady work environment by respecting our employees and their families, providing balanced work schedules, fair compensation and exceptional health and retirement benefits. SER advocates staff upward mobility by, whenever possible, promoting from within the organization. Staff training is an on-going process and is provided on an annual basis. We provide our training through the Pima County Learning Management System and the Arizona Department of Administration's Learning Portal. Courses and workshops are listed on page one of this proposal.

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

Recruiting a diverse workforce

SER understands that diversity is not only good for business but good for the workforce as well. We strive for a welcoming worksite culture where employees feel that they belong, that their contributions matter, and that there are no limits to their aspirations. SER's inclusive workplace is one that makes everyone feel, regardless of who they are or what they do for the organization, equally involved and supported in our workplaces.

SER employs and has employed a diverse group of staff members in its fifty plus years of operation. SER recruits' employees from all over Pima County. Job posting are submitted to the ARIZONA@WORK-One Stop Business Service Team, local libraries, community-based agencies and partners and on-line employment recruitments sites.

SER encourages its staff to look at their client caseload when we post a job opening. Over the years, we have employed many individuals that were once our clients. Some of these former clients have reached upper management within our organization.

Maintaining a diverse workforce

SER is a family-oriented organization and our fringe benefits were designed with this in mind. Employees earn three weeks sick leave and three weeks of vacation each year. SER employees receive a 401K contribution equal to five (5%) of their annual salary. Our organization pays one hundred percent (100%) of an employee's medical insurance and a percentage of the employee's dependents costs. Our benefit package also includes paid holidays, dental coverage, life insurance and short-term disability benefits.

SER has an open-door policy for its employees, allowing anyone, at any time to come in and address or discuss any issues or problems they may have. SER is flexible with its employee's work hours as long as it's approved by the employee's worksite and follows our organization's policies and procedures.

SER recognizes the importance of diversity in the workplace. Staff must attend and participate in Pima County mandated training sessions that address disability, age, religion, sexual orientation, ethnicity, veteran status and diversity of thought discrimination.

SER views sustainability as a common-sense practice that lessens our environmental impact and promotes a better quality of life while promoting successful business practices. Some of our efforts are small like placing recycle containers throughout our office and encouraging our employees to reuse things like folders and notebooks. Taking notes on the blank side of a used pages not only helps the environment but can also help the office save money.

To limit unnecessary printing, whenever possible SER sends memos/announcements by email. Our office supply vendor provides us, at a discounted rate, copy paper that is one-hundred percent recycled.

We ensure that our Heating, Ventilation, and Air Conditioning (HVAC) systems and other electrical systems are checked regularly, are in peak condition, and use as little energy as possible. Thermostats are programed and adjusted to maximize the use of energy and savings,

Staff is encouraged to reduce energy by turning off or unplugging any computers, printers/copier and any other electronics at closing time. We also encourage staff and clients to use alternative forms of transportation, public transportation, and carpooling. SER provides our clients bus passes and sometimes bicycles when funding is available.

SER provides rags/microfiber cloths to the custodian for daily cleaning/sanitizing of the building. All paper products including hand paper towels and toilet paper are stocked with recycled paper.

When suitable, we purchase our computers, printers and peripheries supplies from The Evolve Resale Store, formally Rise Equipment Recycling. We also participate in Electronics (E-waste) Recycling programs.

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

Description of Services: Employment and Training

Job Location: 40 West 28th Street, Tucson Arizona 85713

(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: SER-Jobs for Progress of Southern Arizona, Inc.

AUTHORIZED SIGNATURE: [Signature] DATE: 9/30/21

Ernesto Urias

PRINTED NAME

Director

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/Specifcations)	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	39.42	245,980.80
2	Education Coordinator	II	2	4160	HR	\$ 24.50	43.64	181,542.40
3	Education Coordinator	III	3	6240	HR	\$ 26.73		-
Educator Coordinator Total Proposed Cost								\$ 427,523.20
4	Intake Specialist	I	3	6240	HR	\$ 17.50	35.92	224,140.80
5	Intake Specialist	II	2	4160	HR	\$ 19.00	37.63	156,540.80
6	Intake Specialist	III	5	10400	HR	\$ 20.50		-
Intake Specialist Total Proposed Cost								\$ 380,681.60
7	Program Coordinator	I	3	6240	HR	\$ 23.50	42.74	268,697.60
8	Program Coordinator	II	1	2080	HR	\$ 25.00	44.46	92,476.80
9	Program Coordinator	III	3	6240	HR	\$ 26.50		-
Program Coordinator Total Proposed Cost								\$ 359,174.40
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	2	4160	HR	\$ 17.00	35.11	146,057.60
14	Program Support Specialist	II	4	8320	HR	\$ 18.50		-
15	Program Support Specialist	III	1	1040	HR	\$ 20.00	46.78	48,651.20
Program Support Specialist Total Proposed Cost								\$ 194,708.80
16	Office Support	I	5	10400	HR	\$ 15.50	33.27	346,008.00
17	Office Support	II	2	4160	HR	\$ 17.00	34.96	145,433.60
18	Office Support	III	8	16640	HR	\$ 18.50		-
Office Support Total Proposed Cost								\$ 491,441.60
19	Workforce Development Specialist	I	5	10400	HR	\$ 18.50	35.92	373,568.00
20	Workforce Development Specialist	II	7	14560	HR	\$ 20.00	37.63	547,892.80
21	Workforce Development Specialist	III	4	8320	HR	\$ 22.50	39.33	327,225.60
Workforce Development Specialist Total Proposed Cost								\$ 1,248,686.40

* 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