



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 09/21/2021

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Literacy Connects (Headquarters: Tucson, AZ)

**\*Project Title/Description:**

Literacy Services

**\*Purpose:**

Award: Master Agreement No. MA-PO-22-028. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$97,000.00 and includes four (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-22-001 was conducted. One (1) response was received. Award is to the responsive and responsible respondent.

PRCUID: 411956

Attachments: Notice of Recommendation for Award and Professional Services Contract.

**\*Program Goals/Predicted Outcomes:**

Eighty percent (80%) of participants will achieve grade levels required for employment or training goals targeted in their employment plan.

**\*Public Benefit:**

This activity impacts Pima County's economic development efforts by providing educationally challenged job seekers with the opportunity to gain basic skills and compete for better paying jobs.

**\*Metrics Available to Measure Performance:**

Contractor will provide monthly summary reports which includes participant's progress and achievements for the preceding month's activities.

**\*Retroactive:**

No.

To: COB 9-16-2021 Addendum

Pgs: 16

Vers: 1

SEP 16 2021 10:06:17 CCLK OF HP

**Contract / Award Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 22-028  
Commencement Date: 10/01/2021 Termination Date: 9/30/2022 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$\* 97,000.00 ☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required:** Grants, General Funds

Funding from General Fund? ☒ Yes ☐ No If Yes \$ \_\_\_\_\_ % 10

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: Denise Waldo, Procurement Officer Digitally signed by Brandon Morgan  
DN: cn=Brandon Morgan, o=Pima County,  
ou=Procurement,  
email=brandon.morgan@pima.gov, c=US  
Date: 2021.09.14 15:13:16 -07'00' Ana Wilber Digitally signed by Ana Wilber  
Date: 2021.09.15 10:02:38  
-07'00'

Department: Procurement Director Terri Spencer Digitally signed by Terri Spencer  
Date: 2021.09.15 10:36:14 -07'00' Telephone: \_\_\_\_\_

Department Director Signature/Date: Andrew L. Flagg Digitally signed by Andrew L. Flagg  
Date: 2021.09.15 15:35:37 -07'00'

Deputy County Administrator Signature/Date: [Signature] 9/15/2021

County Administrator Signature/Date: [Signature] 9/15/21  
(Required for Board Agenda/Addendum Items)



**NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: 9/14/2021

The Procurement Department hereby issues formal notice to respondents to Solicitation No. RFP-PO-2200001 for Literacy Services that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after 09/21/2021.

Award is recommended to the responsive and responsible Respondent.

AWARDEE NAME  
Literacy Connects

ANNUAL AWARD AMOUNT  
\$97,000.00

OTHER RESPONDENT NAMES  
None

Issued by: Denise Waldo, Procurement Officer

Telephone Number: 520.724.8458

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.

AW

**Pima County Department of Community & Workforce Development**

**Project: Literacy Services**

**Contractor: Literacy Connects**

**200 E Yavapai Rd**

**Tucson, AZ 85705**

**Amount: \$97,000.00**

**Contract No.: MA-PO-22-028**

**Funding: Grant Funds**

**PROFESSIONAL SERVICES CONTRACT**

**1. Parties and Background.**

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Literacy Connects ("Contractor").
- 1.2. Authority. County selected Contractor pursuant to and consistent with County's Procurement Code 11.12.020 Competitive Sealed Proposals;
- 1.3. Solicitation and Other Documents. County previously issued Solicitation No. RFP-PO-2200001 for Literacy Services (the "Solicitation"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.
- 1.4. Contractor's Response. Contractor submitted the most advantageous response to the Solicitation.

**2. Term.**

- 2.1. Initial Term. The term of this Contract commences on October 1, 2021 and will terminate on September 30, 2022 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to one (1) year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. **Scope of Services.** Contractor will provide County with the services described in **Exhibit A** (3 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.
4. **Key Personnel.** Contractor will employ suitably trained and skilled professional personnel to perform all instructional services under this Contract.
5. **Compensation and Payment.**
  - 5.1. Rates; Adjustment. County will pay Contractor at the rates in **Exhibit B** (1 page). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
  - 5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$97,000.00 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
  - 5.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
  - 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is included in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
  - 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
  - 5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period in Section 22 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.
6. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.1. Insurance Coverages and Limits: Contractor will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.

6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

6.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

6.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

6.2. Additional Coverage Requirements:

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

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

6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.

6.2.5. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

6.2.6. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates

for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation:

Contractor must notify County, within two business days of Contractor's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.

6.4. Verification of Coverage:

6.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.

6.4.2. County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

6.4.3. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.

6.4.4. All insurance certificates must be sent directly to the appropriate County Department.

6.5. Approval and Modifications:

The Pima County 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.

7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. **Laws and Regulations.**

- 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
  - 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
  - 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
10. **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 any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. 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.
11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
13. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, 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.

16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
17. **Termination by County.**
- 17.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
- 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
18. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:
- |  |                             |
|--|-----------------------------|
| County:                                  | Contractor:                 |
| Terri Spencer, Procurement Director      | Edie Lantz                  |
| Pima County Procurement                  | Literacy Connects           |
| 150 W Congress St, 5 <sup>th</sup> floor | 200 E Yavapai Rd            |
| Tucson, AZ 85701                         | Tucson, AZ 85705            |
| 520-724-8198                             | 520-882-8006                |
| terri.spencer@pima.gov                   | elantz@literacyconnects.org |
19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
22. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

**23. Public Records.**

**23.1. 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.

**23.2. 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.

**24. Legal Arizona Workers Act Compliance.**

**24.1. Compliance with Immigration Laws.** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its 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.

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

**24.3. Remedies for Breach of Warranty.** Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, 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 be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

**24.4. Subcontractors.** Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to

Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements.

Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

25. **Grant Compliance.** Contractor agrees to comply with all requirements as attached in **Appendix A** (2 pages).
26. **Written Orders.** County will order services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not perform services pursuant to the contract that are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for services not documented by a 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 services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any services provided in excess of that stated in this Contract are at Contractor's own risk.

27. **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.
28. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
29. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

PIMA COUNTY

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


\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

APPROVED AS TO FORM



\_\_\_\_\_  
Deputy County Attorney

Stacey Roseberry  
Print DCA Name

CONTRACTOR

  
Authorized Officer Signature

Rebecca L. Wanner, Director of Finance  
Printed Name and Title

9-13-21  
Date

Operations & HR

## **EXHIBIT A: SCOPE OF SERVICES (3 PAGES)**

### **1. PROGRAM OVERVIEW.**

Contractor will provide basic pre-employment literacy instruction to students as part of the Literacy Services Program. All students served pursuant to this Agreement will be enrolled in the Pima County One-Stop Career Center.

### **2. POSITIONS.**

Contractor will provide staff for the following classifications:

- 2.1. Primary Instructor – A current Arizona Teacher Certification holder responsible for all overall classroom and online supervision and education delivery including progress evaluations and reporting throughout the entire student learning cohort. This is considered a full-time position working 2080 hours annually.
- 2.2. Secondary Instructor – Responsible for tutoring and other supporting educational delivery service methods as directed by primary instructor. This is considered a part-time position working 1456 hours annually.
- 2.3. Program Director – responsible for maintaining adequate, eligible service providers as outlined in contract and for processing of all monthly payable invoices for reimbursement to be received by County no later than the 15<sup>th</sup> of the following month of service.

### **3. STUDENT SUPPLIES.**

Contractor will provide required student supplies (i.e. books, test prep materials, etc.) that have been approved by County. Reimbursement of supplies are to be submitted monthly with supply receipts for a maximum amount not-to-exceed \$3,000.00 annually.

### **4. PROGRAM ACTIVITIES.**

Contractor will hold pre-employment classes as follows:

- 4.1. During interruption of site-based services, due to COVID-19, classes will be provided in small classes via virtual sessions, online classrooms with tutor support, and through one-on-one phone tutoring via phone or video chat services. Classes (a minimum of 20 hours per week/9-week session) must include the following:
  - 4.1.1. Reading and reading comprehension instruction
  - 4.1.2. Math instruction
- 4.2. When it is safely possible, according to County health officials, in-person classes (minimum of 20 hours per week / 9-week session) will be conducted:
  - 4.2.1. At a Pima County location and must include the following:
    - Weekly instruction on reading, reading comprehension and math
    - Computer lab daily
  - 4.2.2. Through hybrid learning options utilizing a combination of in-person, virtual classes, and teleconference calls, at least 20 hours of instruction must be available weekly. Students will be advised to combine remote and in-person options to supplement and increase access to adult literacy classes.

- 4.2.3. Provide suitably trained staff and volunteers to effectively and successfully provide the basic literacy instruction in reading, reading comprehension, instruction in math, and test-taking skills.
- 4.2.4. Assess the skill level and tutoring needs of each student during the first week in the class via a pre-test using the Test of Adult Basic Education (TABE) and other assessment tools to determine instructional and tutoring needs and a baseline skill level against which gains will be measured.
- 4.2.5. Administer computer-based mid-term tests and post-TABE tests to verify gains of the cohort students for the One-Stop Career Center case management records.
- 4.2.6. Work with a County Workforce Development Specialist ("WDS") to:
  - Obtain a referral for basic pre-employment literacy instruction.
  - Notify WDS when a student's attendance falls below 80%.
  - Identify additional or alternative service options.
- 4.2.7. Assure that Contractor Supervisory staff assigned pursuant to this Agreement:
  - Maintains an office at the Contractor location.
  - Supervises all literacy activities.
  - Teaches classes, as necessary to maintain the schedule.
  - Creates and/or oversees the creation of weekly lesson plans for tutors.
  - Designs and facilitates training and support for tutors in teaching methods for online platforms, phone tutoring, and online lessons to provide remote learning options.
- 4.3. County WDS will refer clients to Contractor for assessment of the person's potential to achieve grade levels for either direct job referral or a training plan as specified in the Individual Employment Plan and for tutoring.
- 4.4. Goals:
  - Each student cohort will receive, at a minimum, nine (9) weeks of instruction. Students may complete the first session in less than nine (9) weeks by establishing their gains through post-tests.
  - After completion of the first session, the student will move to the second session of classes or other appropriate level of instruction or training.
  - Students participating in these pre-employment literacy classes may be encouraged to participate in other programs, special classes, and resources as recommended by County.
  - Students with documented progress may repeat a 2<sup>nd</sup> cycle of instruction. Additional cycles may be permitted by the WDS for special circumstances.
- 4.5. After completing all of the authorized instruction, the student will be assigned by the WDS to the next level of instruction, Adult Basic Education, job training, job search assistance or other services through the Pima County ARIZONA@WORK.

**5. TARGET POPULATION.**

One-Stop Career Center participants scoring at or below 5th grade level on TABE.

**6. BILLING.**

6.1. Monthly Invoices must include:

- A list of One-Stop referred participants monthly with funding sources and education hours
- Time Sheets with supporting documents
- Receipts for all student supply reimbursement requests

6.2. Payments will only be made for clients referred to Contractor by the One-Stop Career Center.

6.3. Staff overtime is not authorized under this Agreement and will not be reimbursed.

**7. OUTCOMES.**

Upon completion of program, 80% of clients who complete the program will achieve at a minimum one grade level improvement required for employment goal or training goal within the time frame established by the referring WDS and client on the Individual Employment Plan. Plans will be reevaluated and modified for clients unable to achieve a goal.

**8. REPORTS.**

No later than the 5th business day of the month, Contractor must submit monthly reports on each participant's progress (per the tests administered pursuant to paragraphs 4.2.4 and 4.2.5 above) and achievements for the preceding month's activities.

***END OF EXHIBIT A***

**EXHIBIT B: RATES (1 PAGE)**

Quantities are estimated. 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. County will make no payments for items not in the contract.

**RATES (Net 30-day Payment Terms)**

Item No.	Item/Service Name, Description, Part #'s	Est. Annual Usage Quantity (EAU)	Unit of Measure (UOM)	Unit Price \$	Estimated Extended Total (EAU x Unit Price)
1	Basic Literacy (BL) Primary Instructor (Full-time)	2080	HR	\$23.62	\$49,129.60
2	BL Secondary Instructor (Part-time)	1456	HR	\$22.85	\$33,269.60
3	BL Program Director	104	HR	\$31.95	\$3,322.80
Although County will pay taxes <u>IF</u> applicable, DO <u>NOT</u> include sales tax in unit price.			TOTAL AMOUNT		\$ 85,722.00

**END OF EXHIBIT B**

## APPENDIX A

### Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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. 7401–7671q.) 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. 7401–7671q) 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 governmentwide 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 APPENDIX A***