



SANTA CRUZ COUNTY, ARIZONA
REQUEST FOR PROPOSALS (RFP)

BID NUMBER: B-04-20-C005

***Request for Proposals
One Stop Comprehensive Center Operator
Program Years 2020-2024***

(Under COVID Circumstances)

Release Date: July 24, 2020
Release Time: 9:00 A.M.

Submission Deadline: August 7, 2020 3:00 PM

RFP Packets may be obtained at:

Santa Cruz County ARIZONA@WORK Job Center
610 North Morley Ave.
Nogales, AZ 85621
520.375.7670

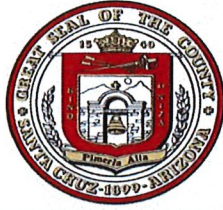
MCervantes@santacruzcountyaz.gov

or downloaded at:

<https://www.santacruzcountyaz.gov/286/Bids-Solicitations>

IMPORTANT DATES

(Dates may be subject to change. All times are in Arizona Time.)



ACTIVITY	DATE/TIME
RFP Release/Advertisement	July 24, 2020 at 9:00 AM
Technical Assistance Session	August 3, 2020
Deadline to Submit Bids	August 7, 2020 at 3:00 PM
Award Recommendation to County Board of Supervisors	August 25, 2020



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NOTICE TO BIDDERS

SANTA CRUZ COUNTY, ARIZONA ("COUNTY")
One Stop Comprehensive Center Operator
Program Years 2020-2024
BID NUMBER: B-04-20-C005

1.0

Notice is hereby given that the Office of the Clerk of the Santa Cruz County Board of Supervisors ("Clerk") is requesting bids pursuant to a Request for Proposal (RFP) on the following project:

One Stop Comprehensive Center Operator
Program Years 2020-2024

WHERE TO OBTAIN RFP PACKET:

You may obtain a RFP packet at the following address or website:

Santa Cruz County ARIZONA@WORK Job Center
610 North Morley Ave.
Nogales, AZ 85621
520.375.7670

MCervantes@santacruzcountyaz.gov

or downloaded at:

<https://www.santacruzcountyaz.gov/286/Bids-Solicitations>

TECHNICAL ASSISTANCE SESSION:

August 3, 2020 1:30 pm - 2:30 pm AZ Time (Mountain Standard Time)
Santa Cruz County One Stop Center
610 North Morley Ave.
Nogales, AZ 85621

Teleconference:

1-877-820-7831
Pass Code: 363538



BID LABELING INSTRUCTIONS:

Bidders must label their bids on the outside of the package as follows:

One Stop Comprehensive Center Operator
Program Years 2020-2024
BID NUMBER: B-04-20-C005

WHERE TO SUBMIT BID:

Bidders must submit **A THUMB DRIVE CONTAINING THE ENTIRE BID plus ONE (1) ORIGINAL AND SIX (6) COPIES** of the bid to the following person and address:

Attention: Tara R. Hampton, Clerk
Santa Cruz County Board of Supervisors
Santa Cruz County Complex
2150 North Congress Drive, Suite 119
Nogales, Arizona 85621

Bidders are responsible for the submission of their bids and should direct their couriers or package delivery companies (e.g., UPS, FedEx, etc.) to deliver bids to the Clerk of the Santa Cruz County Board of Supervisors ("Clerk"). Bidders are responsible for ensuring their bids are received by the Clerk on or before the Bid Submittal Deadline. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified in the solicitation document. Bids that are mailed to an incorrect address or received after the Bid Submittal Deadline will be returned unopened to the sender and will not be considered for an award of contract. The governing time for the Bid Submittal Deadline is Arizona Time.

DEADLINE TO SUBMIT BID:

Bids must be submitted on or before **August 7, 2020 BY 3:00 P.M. (ARIZONA TIME)** and they will be publicly opened and read shortly thereafter.



DEADLINE TO SUBMIT QUESTIONS ON RFP:

Any questions about this RFP must be e-mailed before or made during Technical Assistance session on **August 3, 2020 from 1:30-2:30 PM**

OSO Procurement

Osoprocurement@santacruzcountyaz.gov

August 3, 2020 1:30 pm - 2:30 pm AZ Time (Mountain Standard Time)

Santa Cruz County One Stop Center

610 North Morley Ave.

Nogales, AZ 85621

Teleconference:

1-877-820-7831

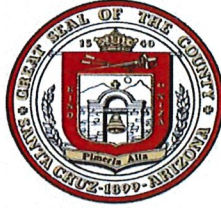
Pass Code: 363538

It is the sole responsibility of the bidder to comply with any and all addenda issued during this RFP action. Small business enterprises and disadvantaged business firms are encouraged to participate.

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a series of loops and a horizontal line.

Santa Cruz County Finance Department

Published: Nogales International Newspaper on July 24, 2020 and July 30, 2020
WIOA Offices in Santa Cruz County
Local WIOA One Stop Center Website
Arizona Department of Economic Security Website
Santa Cruz County Workforce Development Board Agenda Website postings



2.0 SCOPE OF WORK

The Bidder shall provide all labor, materials, transportation, and technical expertise needed to successfully accomplish the required work outlined within Attachment 1 – Scope of Work to the County's satisfaction.

3.0 PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposals is for the Santa Cruz County Workforce Development Board to identify qualified providers as One Stop Center Operator under Title I of the Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128) and 20CFR Sec. 678.

Amount of this award is expected to be \$10,000.00. Total amount is subject to funding availability from the US Department of Labor and Partner contributions. Selected proposer may be asked to negotiate contract depending on funding available.

Any Sole Proprietor, Private For-Profit business entity, Private Non-Profit corporation or public entity may apply. See 20 CFR 678.600. Applicants are expected to have One Stop Operator experience and good financial standing.

Note: It is the responsibility of all applicants to be familiar with and, if awarded a contract, comply with the Workforce Investment Act (Public Law 105-220) and the Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128) and applicable regulations, as they currently exist or may be hereafter modified or supplemented.

4.0 SANTA CRUZ COUNTY WORKFORCE DEVELOPMENT BOARD VISION

Santa Cruz County's Vision is the same as the State of Arizona's vision and customer centric goals.

Santa Cruz County will Promote a Strong Economy; Serve Business Needs; Prepare Job-Seekers and Defend Against Poverty; and Protect Taxpayers by Providing Effective, Accountable, Government Services.



5.0 Santa Cruz County Workforce Development Board Request for Proposals Announcements

The Santa Cruz County Administrative Services will issue this Request for Proposals on behalf of the Santa Cruz County Workforce Development Board Executive Committee on date indicated above.

Announcements will be made to:

1. General public,
2. Potential bidders, and
3. Interested parties.

Request for Proposals Notice will be made available for posting at:

1. WIOA Offices in Santa Cruz County,
2. Local media outlets,
3. Local WIOA One Stop Center Website,
4. State Workforce Arizona Council Website,
5. Arizona Department of Economic Security Website, and
6. Santa Cruz County Workforce Development Board Agenda Website postings.

6.0 APPROVAL

No award will be made to any vendor without prior approval from the Santa Cruz County Board of Supervisors. The County reserves the right to advertise and process this solicitation up to the time of award and makes no promises or guarantees of an award to any vendor without prior approval from the Santa Cruz County Board of Supervisors.



7.0 PREPERATION OF RESPONSE

Each response to this solicitation will be considered a proposal submission and shall contain the requested information, as outlined within this document and its attached documents. Failure to meet all of the specifications and requirements may result in rejection of your submission or an unsuccessful offer. Additional information may be provided but should be succinct and relevant to the requested information contained within this solicitation, and should not include pricing data, unless relevant to the requested documentation required herein. Excessive and/or extraneous information will not be considered favorably.

8.0 PROPOSAL INSTRUCTIONS

You may obtain a RFP packet at the following address or website:

Santa Cruz County ARIZONA@WORK Job Center
610 North Morley Ave.
Nogales, AZ 85621
520.375.7670

MCervantes@santacruzcountyaz.gov

or downloaded at:

<https://www.santacruzcountyaz.gov/286/Bids-Solicitations>

Proposals shall include the following information:

Format Requirements - The proposal narrative may not exceed six (6) pages, typed in twelve (12)-point font and with one-inch margins.

Vendor Response Cover Letter – This document shall be filled out in its entirety and signed by an authorized agent of the Firm; to be used as the cover for proposal (Attachment 2)

Technical Ability – Proposal narrative which outlines the vendors ability to fulfill the requirements of Section 2.0 – Scope of Work and Attachment 1- Scope of Work; and

Past Performance- A summary and chronological listing of previous experience/past performance that is relevant and recent (within the last 5 years) that will outline the vendors ability to perform from previous experience in performance of related work.



9.0 FEDERAL REGULATORY REQUIREMENTS

Prior to the award of any contract including Federal grant money, vendors must be registered with the Federal System for Award Management (SAM) at www.SAM.gov, and remain active during the life of the Project. Vendors must not be debarred at any time during the life of the contract. If vendors become debarred at any point during the life of the contract, the County reserves the right to cancel the contract for cause, upon issuance of a modification for termination.

10.0 EVALUATION CRITERIA

The County will use the following criteria to evaluate the bidder's ability to meet the County's needs. An evaluation committee will score each proposal. The committee will be composed of Santa Cruz County Local Workforce Development Board Members.

The maximum possible score is 100. Scoring will be broken down according to the importance of the criteria, and by own scoring weights, as assigned below:

- Technical Evaluation in accordance with attached Scope of Work (total of 50 possible points)
- Technical ability to perform the required elements of Scope of Work (30 points)
- Past performance within last 5-years (20 points)

Submit one original and six (6) copies of the entire proposal and appendix

11.0 SELECTION PROCESS

Responses to this Request for Proposals will be evaluated, ranked and selected by the Santa Cruz Workforce Development Board Procurement Committee. The One Stop Center Operator selected by the Santa Cruz Workforce Development Procurement Committee will be recommended to the Santa Cruz County Workforce Development Board and upon approval forwarded to the Santa Cruz County Board of Supervisors for final approval.

Santa Cruz County Workforce Development Board Procurement Committee reserves the right to make technical corrections or additions for this Request for Proposals. Such corrections or additions shall be sent to each registered potential provider.

Respondent selected as One Stop Center Operator will be expected to assume the position for a two-year term when approved by the Santa Cruz County Board of Supervisors with option for two-year renewal.



12.0 ONE STOP LOCAL AREA

Areas of service are One Stop Center in Santa Cruz County.

13.0 ATTACHMENTS

The following documents are attached to this solicitation and all information contained within shall be as if it were written directly into this solicitation:

- Attachment 1 – Scope of Work
- Attachment 2 – Proposal Cover Page
- Attachment 3 – Contract Requirements

One-Stop Operator Scope of Work

Provide Onsite Partner Leadership

The One Stop Operator shall:

1. Convene monthly meetings with ARIZONA@WORK Job Center partners to foster partnerships to improve customer service flow and promote a seamless service delivery system.
2. Conduct quarterly analysis in the development of a needs assessment that identifies gaps and or challenges in service delivery.
3. Coordinate services across ARIZONA@WORK Job Center partners implementing continuous improvement efforts.
4. Monitor all system partner Memorandums of Understanding (MOUs) to ensure maximum availability of services to customers.
5. In coordination with partner senior leadership, assure ARIZONA@WORK Job Center staff receives sufficient training by identifying training needs, scheduling trainings with facilitators, and tracking partner staff participation.

Reporting

The One Stop Operator shall:

1. Gather data as required by the local board and disseminate as necessary.
2. Present quarterly verbal and/or written reports to Santa Cruz County Workforce Development Board including overall customers who visited ARIZONA@WORK Job Center with total number of clients served, workshops/classes offered, employer events, referral for services, customers obtaining employment with retention rate for 6 months, and average wage.
3. Act as a point of contact to facilitate communication among partner agencies to provide updates on operations and address potential issues.

Act as Equal Opportunity Officer

The One Stop Operator shall:

1. Ensure equal opportunity to all individuals. No individuals shall be excluded from participation in, denied the benefit of, or subject to discrimination under, any WIOA funded program or activity because of race, color, religion, sex, religion, sex, national origin, age, disability, English proficiency, sexual orientation, political affiliation or belief.

2. Demonstrate full compliance with the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) and all other equal opportunity laws. This involves the OSO ensuring its staff receive accessibility training and may involve developing accessibility plans.
3. Comply and adhere to all Federal and Arizona State regulatory guidance and practices in regards to equal opportunity and ADA compliance.

Ensure Compliance

The One Stop Operator shall:

1. Comply with the uniform administrative requirements, cost principles and audit requirements for federal awards.
2. Comply with Federal and State WIOA requirements and the County's record retention policies, retain program files and records and maintain confidentiality.
3. Contact partners regarding challenges to providing One-stop delivery resources as depicted and agreed upon in the MOU.
4. Ensure Americans with Disabilities Act and WIOA section 188 compliance for the ARIZONA@WORK Santa Cruz County.
5. Ensure ARIZONA@WORK Santa Cruz County Job Center has and maintains adequate, up-to-date signage related to accessibility of space and programs in compliance with ADA and WIOA section 188.

Continuous Improvement Activities

The One Stop Operator shall:

1. Administer customer satisfaction surveys at the center, as well as event participation surveys.
2. Implement continuous quality improvement processes to determine efficiency of data tracking, collection, and analysis methods and integrating lessons learned to update best practices.
3. Coordinate and adjust delivery practices in collaboration with partner programs based on the data collected.
4. Determine agenda and provide minutes to Partners for each meeting.

Attachment 2 -
PY 2020-2024 Workforce Innovation and Opportunity Act
One Stop Center Operator
Proposal Cover Page

Type or Print information requested below:

Business Information

Legal name of the entity submitting this proposal:

Address:

Telephone Number:

Fax Number:

Email Address:

Contact Person Information

Name and Title of Contact Person:

Address

Telephone Number

Fax Number

Email Address

To the best of my knowledge and belief, all the information in this proposal is true and correct. The document has been authorized by the governing body of the proposer and the proposer will comply with the attached assurances if funding is awarded.

Name of Sole Proprietor, President or Chief Executive Officer:

Title: _____

Signature: _____

Date: _____

CONTRACT REQUIREMENTS

A. Representation of the County: In the performance of the contract, Contractor, its agents and employees shall act in an independent capacity and not as officers, employees or agents of the County.

B. Non-Appropriation Clause: Contractor acknowledges that Customer is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall not activate the non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

C. Contractor Primary Contact: The Contractor will designate an individual to serve as the primary point of contact for the contract. Contractor or its designee must respond to County inquiries regarding the contract within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County.

D. Change of Address: Contractor shall notify the County, in writing, of any change in mailing address within ten (10) business days of the change.

E. Non-Transferable or Assignability: The contractor shall not assign any of its rights or obligations under this Contract without the prior written consent of the County. Any attempt to assign without such prior written consent shall be void.

F. Agreement Amendments: Contractor agrees that any alterations, variations, modifications or waivers of the provisions of the Agreement shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

G. Termination for Convenience: The County, for its convenience, may terminate this Agreement, in whole or in part, upon ninety (90) calendar day's written notice. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice, the Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to the County and transfer title (if necessary) all completed work and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

H. Attorneys' Fees and Costs: If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto.

I. Licenses and Permits: Contractor shall ensure that it has all necessary licenses and permits required by Federal, State, County and municipal laws, ordinances, rules and regulations. The Contractor shall maintain said licenses and permits in effect for the durations of this Agreement. Contractor will notify the County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

J. Notification Regarding Performance: In the event of a potential problem that could impact the quality or quantity of work, services or the level of performance under this Agreement, the Contractor shall notify the County within one (1) working day, in writing and by telephone.

K. Conflict of Interest: Contractor shall make all reasonable efforts to ensure that no Santa Cruz County officer or employee, whose position enable him/her to influence any award of this contract or any competing offer shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to Contractor or officer, agent or employee of the Contractor.

L. Improper Consideration: Contractor shall not offer, either directly or through an intermediary, any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment or any items of value to any officer, employee or agent of Santa Cruz County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of Santa Cruz County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Contractor shall immediately report any attempt by a Santa Cruz County officer, employee or agent to solicit, either directly or through an intermediary, improper consideration from the Contractor. The report shall be made to the WIOA Director or his/her designee. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

N. Inaccuracies or Misrepresentations: If, in the course of the RFP process or in the administration of a resulting Agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contractor may be terminated from the RFP process or in the event an Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

O. Employment of Former Santa Cruz County Officials: The Contractor must provide information on former Santa Cruz County administrative officials who are employed by or represent the Contractor. The information provided must include a list of former Santa Cruz County administrative officials who terminated Santa Cruz County employment within the last

five (5) years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates the individuals began employment with or representation of your business. For the purpose of this section, a "Santa Cruz County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Manager or member of such officer's staff, a department head or an assistant department head.

P. Invoices: At the first of each month, Contractor shall provide the County with invoices for expenditures in the previous month.

Q. Ownership of Documents: All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to this Agreement shall be considered property of the County upon payment for services. All such items shall be delivered to the County at the completion of work under this Agreement. Unless otherwise directed by the County, the Contractor may retain copies of such items.

R. Release of Information: No news releases, advertisements, public announcements or photographs arising out of this Agreement or Contractor's relationship with County may be made or used without prior written approval of the County except where required by law.

S. Cancellation Pursuant to Arizona Revised Statute (A.R.S.) § 38-511: All parties hereto acknowledge that this agreement is subject to cancellation by the County pursuant to the provisions of Section 38-511, Arizona Revised Statutes. The County may cancel the contract after execution without penalty or further obligation if any person significantly involved in initiating, negotiating, security, drafting or creating the contract on behalf of the County is or becomes at any time, while the contract or an extension of the contract is in effect, an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract.

T. Governing Law: The validity, construction, effect, and enforcement of the Contract and the obligations, rights and remedies of the parties there under shall be governed by the laws of the State of Arizona. The venue shall be solely the appropriate state court in Santa Cruz County.

U. Confidentiality: Any other provision of this Agreement notwithstanding, the parties acknowledge that County is a public institution, and as such is subject to Arizona Public Records Act, A.R.S. § 39-121, et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. In the event a public records request is made for information and/or documents designated as confidential or proprietary, the County will notify the other party as soon as possible.

V. Nondiscrimination: The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

W. Legal Arizona Workers Act Compliance: To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontracts warrant compliance with all federal immigration laws

and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with State and Federal Immigration Laws.

The Contractor or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the County. The County retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by the County and to cooperate with the County's inspections.

X. Insurance: The Successful Bidder must have General Liability Insurance naming Santa Cruz County as an additional insured and holding the County harmless from loss, injury or destruction. The Successful Bidder is also required to have Workers' Compensation insurance and Automobile Liability insurance coverage.

Y. Independent Contractor Status: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the County as an independent contractor, and, as such, the Contractor shall not become a County employee, and is not entitled to payment or compensation from the County or to any fringe benefits to which County employees are entitled. As an independent contractor, the Contractor further acknowledges sole responsibility for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Contract. As an independent contractor, the Contractor further agrees to conduct itself in a manner consistent with such status, and to neither hold out nor claim to be an officer or employee of the County by reason thereof. The Contractor will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the County, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

INDEMNIFICATION AND INSURANCE

A. Liabilities Against Procuring Agency: The Contractor shall indemnify, keep and save harmless the County, all County agents, officials and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which are made against the County (a) by any Third Party for death, personal injury and /or property damage and which arise out of or result from the Contractor's acts or omissions, or those of its employees, servants and agents, or (b) on account of any act, claim, or amount arising or recovered under workers' compensations law or (c) arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, code, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive

all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

B. Insurance Requirements: Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain, throughout the Agreement, the following types of insurance with limits as shown:

(a) The Contractor shall secure and maintain, during the life of the Contract, Public Liability insurance for injuries, including accidental death. The policy shall be subject to limits of not less than \$1,000,000 per person and \$1,000,000 per accident. Santa Cruz County shall be named as an "additional insured."

(b) The Contractor shall secure and maintain, during the life of the Contract, Motor Vehicle Public Liability and Property Damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than \$1,000,000 for one person, and \$1,000,000 for more than one person, and property damage in the sum of \$1,000,000 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided herein. Santa Cruz County shall be named as an "additional insured."

(c) The Contractor shall secure and maintain, during the life of the Contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project with a minimum amount of \$1,000,000 per employee. In the event any class of employees engaged in hazardous work under this Contract at the site of the project is not protected by the Workers' Compensation statute, the Contractor shall provide special insurance for the protection of such employees not otherwise protected.

C. Additional Named Insured: All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insurers with respect to liabilities arising out of the performance of services hereunder.

D. Certificate of Insurance: Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance. Prior to commencing services under this contract, Contractor shall furnish the County with a Certificate of Insurance, or formal endorsements as required by the contract as issued by contractor's insurer(s) as evidenced that policies providing the required coverage's, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this project by name, RFP number and shall provide for not less than (30) days advanced notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Maritza Cervantes
Santa Cruz County ARIZONA@WORK Job Center
610 North Morley Ave.
Nogales, AZ 85621
MCervantes@santacruzcountyaz.gov

E. Insurance Review: The above insurance requirements are subject to periodic review by the County. The WIOA Director or his/her designee is authorized, but not required, to reduce or waive any of the above insurance requirements when a determination is made that any of the above insurance is not available, is unreasonably priced or is not needed to protect the interests of the County.

F. Right to Monitor and Audit:

1. Right to Monitor: The County shall have the right to review and audit all records, books, papers, documents, corporate minutes and other pertinent items as required and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the County.

In the event the County determines that Contractor's performance of its duties or other terms of this Agreement are deficient in any matter, the County will notify Contractor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification or County, at its option, may terminate this Agreement immediately upon written notice or remedy deficiency and offset the cost thereof from any amounts due Contractor under this Agreement or otherwise.

2. Availability of Records: All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three (3) years after final payment under the Agreement or until all pending County and State audits are completed, whichever is later.