

## Professional Services Agreement

This Agreement is made and entered into as of this **1<sup>st</sup> day of October, 2015**, by and between the Local Workforce Development Board (LWDB), administrative entity for local workforce investment activities, hereinafter referred to as Workforce Connections (WC), and **PRISM Global Management Group, LLC**, whose mailing address is **701 North Green Valley Parkway, Suite 200, Henderson, Nevada 89074**, hereinafter referred to as "Contractor".

**The parties hereto agree as follows:**

### **I. Scope of Services.**

In compliance with all terms and conditions of this agreement, the contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or work "hereunder".

#### **A. Contractor's Proposal.**

The scope of service shall include the contractor's proposal or bid which shall be incorporated in this agreement by this reference as set forth herein. In the event of any inconsistency between the terms of such proposal and this agreement, the terms of this agreement shall govern.

#### **B. Compliance with the Law.**

All services rendered hereunder shall be provided in accordance with all statutes, rules and regulations of WC and any Federal or State agency having jurisdiction in effect at the time services are rendered.

#### **C. Licenses, Permits, Fees and Assessments.**

Contractor shall obtain, at its sole cost and expense, such licenses, permits, insurance and approvals as may be required by law for the performance of the services described in this agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the contractor's performance of the services described in this agreement, and shall indemnify, defend and hold harmless WC against any such fees, assessments, taxes penalties or interest levied, assessed or imposed.

#### **D. Incorporated Documents.**

Certification Regarding Debarment and Suspension	[Attachment A]
Contractor's proposal/scope of services	[Attachment B]
Copy of insurance	[Attachment C]

#### **E. Entire Agreement.**

This contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representation, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this contract specifically displays a mutual intent to amend a particular part of this contract, general conflicts in language between any such attachment and this contract shall be construed consistent with the terms of this contract. Unless otherwise expressly authorized by the terms of this contract, no modification or amendment to this contract shall be binding upon the parties unless the same is in writing and signed by the respective parties.

**F. Waiver of Contractual Rights.**

The failure of any party to enforce any provision of this agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

**G. Insurance Requirement.**

The contractor shall procure and maintain professional liability insurance coverage in the minimum amount of \$1,000,000.00, including coverage for errors and omissions caused by contractor's negligence in the performance of services or work under this agreement. The professional liability insurance must be with an insurance carrier authorized to conduct business in the State of Nevada. Copy of the certificate of insurance must be provided to WC prior to contractor commencing work.

Contractor shall cause WC to be named as an additional insured under such professional liability insurance policy. As long as this agreement is in effect, such professional liability insurance policy shall provide for thirty (30) days prior written notice of cancellation to WC. The professional liability insurance policy shall continue to be enforceable for a minimum period of one (1) year, following the termination of this agreement.

To the fullest extent of limited liability as set forth in this section, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise exist as to any party or person described in this paragraph. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party with thirty (30) days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

**II. Compensation.**

**A. Agreement Sum.**

For the services rendered pursuant to this agreement, the contractor shall be compensated in accordance with the "**Schedule of Compensation**" attached hereto as exhibit "B" and incorporated herein by this reference. Compensation may include reimbursement for actual and necessary expenses if specified in the Schedule of Compensation.

The maximum payment under this agreement for services and, if authorized, reimbursement shall not exceed **\$72,000.00**.

**B. Method of Payment.**

Unless some other method of payment is specified in the Schedule of Compensation, in any month in which contractor wishes to receive payment no later than the first working day of such month contractor shall submit to WC financial manager, an invoice for services rendered prior to the date of the invoice, including appropriate documentation of each expense incurred. WC generally will process and pay invoices within 15 business days from receipt.

**C. Audit of Records.**

Contractor shall maintain complete and accurate records of all expenditures, disbursements, and other cost items charged to WC for establishing the basis of an invoice, for a minimum of five (5) years from the date of final payment to contractor. All such records shall be clearly identifiable. Contractor shall allow WC representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.

**III. Time for Performance.**

**A. Term.**

Time shall be of the essence of this agreement and the contractor agrees to satisfactorily complete all services and work within the time established in the Scope of Services.

**Agreement Start Date: 10-01-2015**

**Agreement End Date: 09-30-2016**

**Condition:** This agreement may be extended up to three (3) years. An approved extension, along with a payment schedule adjustment, will be in effect upon an amendment to this agreement executed by both parties. The agreement extension shall be approved by WC Executive Director and shall not render ineffective or invalidate unaffected portions of this agreement.

**B. Termination.**

WC reserves the right to terminate this agreement at any time, with or without cause, upon 30 days written notice to contractor. Upon receipt of notice of termination, the contractor shall immediately stop all services. Except where the contractor has initiated termination, the contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination, and for any services authorized by WC in accordance with the schedule of compensation.

**C. Responsibility upon termination.**

Any equipment provided by WC to the contractor in connection or furtherance of contractor's services or work under this agreement, including but not limited to, computers, laptops, and personal management tools, shall, immediately upon termination of this agreement, be returned to WC.

**A. Prohibition against Subcontracting or Assignment.**

Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of WC. In addition, neither this agreement nor any interest herein may be transferred, assigned, conveyed or encumbered voluntarily or by operation of law, without the prior approval of WC. In the event of any such unapproved transfer, this agreement shall be void. No approved transfer shall release the contractor or any warranty of contractor of any liability as provided under the terms of this agreement.

**B. Independent Contractor.**

Contractor is an independent contractor. Neither contractor nor any of contractor's officers, employees, agents or subcontractors, if any, is an employee of WC by virtue of this agreement or performance of any services under this agreement.

**C. Severability.**

If any provision contained in this agreement is held to be unenforceable by a court of law or equity, this agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision of this agreement unenforceable.

**D. Failure to Perform.**

Failure by contractor to fulfill any or all of the services as specified in the scope of services constitutes breach of agreement. WC may seek, without limitation, the following remedies:

1. WC will make reasonable effort to assist contractor in meeting its obligations;
2. Withholding progress payment until WC considers the contractor to be in compliance;
3. Withhold an amount equal to the unmet portion of the total amount agreed to the contractor;
4. Terminate agreement if, within 30 business days of an issue being identified/addressed, contractor remains unable to comply.

**E. Force Majeure.**

Neither party shall be deemed to be in violation of this agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms and conditions of this contract after the intervening cause ceases.

**F. Changes in Work.**

No payment for changed or additional work shall be made unless the change or additional work has first been approved in writing by WC's contract manager and the parties to this agreement have agreed upon the appropriate adjustments/amendments, if any, to the payment schedule and maximum payment amount for the changed or additional work. WC's contract manager may order changes to the scope of work if determined to be appropriate and in the best interest of WC.

Whether a change to the scope of work is proposed by the contractor or ordered by WC's contract manager, the parties to this agreement shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work/services.

An approved change, along with the payment adjustment, if any, will be effective upon an amendment to this agreement executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this agreement.

**G. Workplace Behavior.**

Contractor, contractor's employees, agents and subcontractors, if any, shall comply with WC's alcohol and drug-free workplace policy, and other rules and regulations governing work place safety, conduct, and behavior, for any portion of the work performed on the premises of WC or while using WC's facilities or equipment.

**IV. Confidentiality.**

**A. Confidential Nature of Information.**

Contractor shall treat all information obtained from WC in the performance of this agreement as confidential and proprietary to WC. Contractor shall treat all records and work product prepared or maintained by contractor in the performance of this contract as confidential.

**B. Limitation and Disclosure.**

Contractor hereby agrees that it will not use any information obtained as a result of the performance of work for any purpose other than fulfillment of contractor's scope of work. Contractor will not disclose any information prepared for WC, or obtained from or as a result of the performance of work to any person other than WC, or its own employees, agents or sub-contractors who have a need for the information for the performance of work under this agreement unless disclosure is specifically authorized in writing by WC contract manager.

**C. Security of Information.**

Contractor hereby agrees to inform WC immediately of any request for disclosure of information or any actual or potential disclosure of information.

**V. Conflict of Interest.**

Contractor shall not attempt to use contractor's position to influence a WC decision in which contractor knows or has reason to know contractor has a direct or indirect financial interest other than the compensation promised by this agreement. Contractor will immediately inform WC's Executive Director if contractor learns of a financial interest of contractor's during the term of this agreement that might create an actual or apparent conflict of interest.

**VI. Fair Employment Practices.**

Contractor assures and agrees to protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination or abridgment on account of race, color, ethnicity, national origin, religion, ancestry, creed, physical disability, medical condition, marital status, sex, age, or other status protected from workplace discrimination by Federal, State or local law or regulation.

**VII. Claims.**

Should any claim or action be brought, either directly or indirectly relating to the contractor's services or work under this agreement, the contractor shall render to WC, without compensation, any proper and necessary assistance which WC may require.

**VIII. Dispute Resolution**

In the event of a dispute between the contractor and WC that cannot be resolved satisfactorily between the parties, third party mediation shall be commenced and concluded utilizing a mediator acceptable to the contractor and WC prior to pursuing either arbitration or legal action. Fees for mediation shall be shared equally between the contractor and WC.

Legal action brought by the contractor or its representatives, if any, shall be made in Clark County. In the event of either arbitration or litigation the prevailing party shall be entitled to an award of attorney's fees and costs. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this agreement until the dispute is resolved.

~~CONFIDENTIAL - WC-15-00~~  
**workforce CONNECTIONS**  
PRISM T&E/IMMUNE POSSESSIONS  
**WC-15-PSA-PRISM-00**

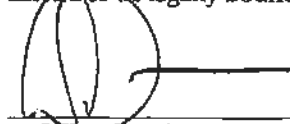
**IX. Independent Parties.**

Nothing contained in this contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

**X. Proper Authority.**

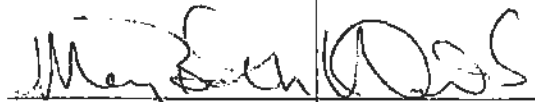
The parties hereto represent and warrant that the person executing this agreement on behalf of each party has the legal capacity and authority to enter into this agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be signed and intend to be legally bound thereby.



Ardell Galbreth  
Workforce Connections  
Executive Director

10/07/2015  
Date



Mary Beth Hartleb  
PRISM Global Management Group, LLC  
Chief Executive Officer (CEO)

10/7/15  
Date:

## **Attachment A**

# **Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary Covered Transactions**

**[29 CFR Part 98 Subparts A-E]**

- A.** As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, Sections 85.105 and 85.510, the Sub-recipient certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
  4. Have not, within a three-year period preceding the effective date of the Sub-recipient Contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- A.** The service provider shall provide immediate written notice to WC if at any time the service providers learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- B.** Service providers agrees and understand that, it shall not knowingly enter into any lower tier covered transaction with a person or entity who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation by any Federal department or agency.
- C.** This certification is a material representation of fact upon which reliance was placed when WC determined to enter into this transaction. If it is later determined that the prospective service provider knowingly rendered an erroneous certification, WC may terminate this contract agreement.



## **Attachment B**

# **Contractor's Proposal/Scope of Services**





**PROPOSAL FOR:**

**Workforce Connections**

**Human Resource Consulting RFB**

**August 14, 2015**



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## **ABOUT US**

PRISM was founded in 2003 by Mary Beth Hartleb who recognized a need in the marketplace for an HR outsourcing company. PRISM is a 100% woman owned business. We believe in a holistic approach to the workplace by balancing human resource needs with efficient operations, profit and growth. A focus on cultural integration, the right people and processes results in the ultimate goal- profit.

The establishment of human resource departments, employee relations, legal compliance programs, process improvement and organizational design elements, customized training programs, a recruiting division and insurance brokerage services eliminate the need for multiple vendor relationships. PRISM is designed to offer a full suite of services or a la carte offerings when and how your business needs them, with full consideration of budget and timelines.

Our clients consist of small to medium size businesses across industries including for profit, not for profit, non-profit and project based work for larger organizations. We operate without borders and have international and out of state clients. 99% of our business is referral based, and we usually save clients from 25 – 50% of the cost of hiring an in-house HR professional. We are proud that our first client is still a client today!

The PRISM team is comprised of administrative support personnel, a communications specialist and HR professionals with diverse, related experience in multiple industries and knowledge of best practices. We are well versed in the Paylocity payroll, HR and employee self-service system and assist several clients with maximizing the potential of the system for greater efficiency.

We believe employers should have full control over their business and employees. You retain control of employee records and all decisions related to your business.



### **MARY BETH HARTLEB, J.D., SPHR-CA**



Mary Beth's career spans over twenty years in the human resources field working for Fortune 500 companies while developing human resource departments for smaller, entrepreneurial ventures. She founded PRISM in 2003 and currently serves as CEO. PRISM is a woman owned business.

She works in the areas of recruiting and staffing, training, compensation, benefits design and administration, policy and procedure development, mergers and acquisitions, employee and labor relations and insurance brokering in life, health, property and casualty insurance. She is experienced in various industries including gaming, restaurant, telecommunications, broadcasting, government contractors and non-profit organizations. She has also owned international businesses in the import/export industry.

She served in a voluntary role as 2003 President of the Southern Nevada Human Resource Association and serves as the SHRM State Council Director in 2010 and 2011. She currently serves on the Legislative Committee for the Henderson Chamber of Commerce. In 2007, she was awarded the Woman in Business Champion award by the United States Small Business Administration. In 2010, In Business awarded her the Entrepreneur Award and in 2011, NAWBO recognized her as the Entrepreneur of the Year.

Mary Beth is often quoted in business publications as a subject matter expert and also authors several articles on workplace trends and topics. She is an adjunct instructor for the UNLV Continuing Education program.

Mary Beth holds a juris doctorate degree from the William S. Boyd School of Law, a master's degree in Human Resource Management and a bachelor's degree in Marketing and Business Administration. Her credentials include the Senior Human Resource Professional (SPHR-CA) designation from the Society for Human Resource Management.



## **PROJECT DESCRIPTIONS**

- We currently work with several clients providing full HR support in administrative, operational and strategic areas. We assist with new hire orientation, field calls from employees, discuss employee relation issues and pending terminations with executive team and business owners, attend unemployment hearings, update handbooks, create policies and procedures, provide compensation data and support recruiting efforts.
- We are working with several clients in the use of the Paylocity system.
- We recently managed several difficult terminations for a variety of clients.
- Developed customized training program for international client with focus on leadership skills, cross-cultural competencies and generational aspects of the workforce.
- Provide harassment prevention training to many clients.
- Developed leadership training, union avoidance and labor relations course for government contractor.
- We are engaged in strategic discussions with one employer who is questioning the quality of applicants/employees, the selection process and retention.
- We work with many employment law firms and employers to conduct workplace investigations that mainly focus on some form of alleged discrimination or harassment. Two investigations are currently in progress.
- We are currently providing recruiting services for a local client; one search for an international client.
- We have worked with new organizations in the initial setup of their HR departments.
- We are currently working on several handbooks and policy developments, some related to confidentially agreements, protection of company assets and arbitration.



- We have drafted and reviewed several job descriptions and conducted compensation studies.
- We have implemented performance appraisal and/or coaching systems for clients.
- We provide benefits administration and brokerage services for some of our clients.
- We often respond to and attend unemployment hearings on behalf of our clients.



## **PRISM REFERENCES**

### **CLIENTS**

Brian Burton  
CEO  
Three Square  
702-539-3430

Danielle Kelly  
Executive Director  
Neon Museum  
702-387-1131

Ms. Debra Paige  
COO (former)  
AWG, Inc.  
702-498-6361

Additional client references and recommendations are available on Linked In at  
<http://www.linkedin/in/marybethhartleb>.





## **HUMAN RESOURCE SERVICES PROPOSAL**

We have been supporting the human resources function for Workforce Connections since 2011. We believe we are well versed and qualified to continue in this capacity. We are proposing that our contract be renewed under the same scope of work and pricing currently in force. Specifically, human resources support in the areas of;

- Recruiting and staffing.
- Employee orientations.
- Employee relations.
- Performance management.
- Compensation studies and salary administration.
- Exit interviews.
- Ensuring compliance with local, state and federal law, and specific statutes.
- Ensuring compliance with operational policies and procedures, including the handbook.
- Conduct HR audits as necessary.
- Conduct compensation and benefits studies as necessary.
- Conduct EEO site visits and compliance checks with Workforce Connections providers. Act in the capacity of EEO Compliance Officer.
- Maintain Paylocity system.
- Conduct open enrollment and ongoing employee benefit questions and concerns.
- Provide onsite support two days per week.

**Fee: \$3000 for HR support; \$3,000 for onsite support**

Questions concerning this RFB should be directed to Mary Beth Hartleb, CEO of Prism Global Management Group, LLC, [mbh@prismgmg.com](mailto:mbh@prismgmg.com), 702-990-3344.

We look forward to continuing our working relationship and partnership. Thank you for considering our proposal.



## **Attachment C**

# **Professional Liability Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER L/E Insurance Services, Inc. 8925 W. Russell Road #220 Las Vegas NV 89148	CONTACT NAME: Diana Decker PHONE (A/C, No, Ext): (702) 365-9800 FAX (A/C, No): E-MAIL: diana.decker@lpins.net ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins Co LTD NAIC #: 11000 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Prism Global Management Group, LLC 701 N Green Valley Parkway Ste.200 Henderson NV 89074	

## COVERAGES

CERTIFICATE NUMBER:15/16 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		536EATU3450	5/20/2015	5/20/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	53WECG00081	8/2/2015	8/2/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When Named Insured's operations are performed for Workforce Connections pursuant to a valid written contract or agreement executed by Named Insured prior to loss. In accordance with the policies listed above: Additional Insured Status is determined by attached GL Form #SS00080405.

## CERTIFICATE HOLDER

## CANCELLATION

epias@nvworkforceconnectio Workforce Connections 6330 West Charleston Blvd. Suite 150 Las Vegas, NV 89146	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jane Anthony/MEGHAN
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## BUSINESS LIABILITY COVERAGE FORM

### 2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a. Any Insured**  
To any insured, except "volunteer workers".
- b. Hired Person**  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. Injury On Normally Occupied Premises**  
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. Workers' Compensation And Similar Laws**  
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. Athletics Activities**  
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. Products-Completed Operations Hazard**  
Included with the "products-completed operations hazard".
- g. Business Liability Exclusions**  
Excluded under Business Liability Coverage.

### C. WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
  - a. An Individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.**
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.**
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.**
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.**

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.**

### 2. Each of the following is also an insured:

#### **a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":**
    - (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
    - (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
    - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
    - (d)** Arising out of his or her providing or failing to provide professional health care services.
- If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2) "Property damage" to property:**
    - (a)** Owned, occupied or used by,

## BUSINESS LIABILITY COVERAGE FORM

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

### b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

### c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

### d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

### e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

## 3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

## 4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

## 5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

## 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (I) The exceptions contained in Subparagraphs (d) or (f); or

- (II) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

## BUSINESS LIABILITY COVERAGE FORM

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

### c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

### d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

### e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

### f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:



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PEOPLE PARTNERSHIPS POSSIBILITIES

I have read and reviewed the listed below amendment [No. 1] to the Professional Service Agreement (PSA), and it is approved for final signatures.

Contractor Name: PRISM Global Management Group LLC.

PSA Number: WC-15-PSA-PRISM-01


Program/Project Name: Human Resources Services


**Authorized Signatures**

Jim Kostecki  
Workforce Connections  
Chief Financial Officer

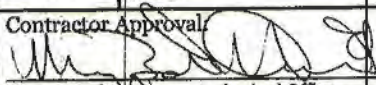
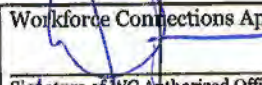
 9/27/16  
Date:

Ardell Galbreth  
Workforce Connections  
Executive Director

 09/27/2016  
Date:

Workforce Connections – Contracting	
Documentation processed and prepared by:	Emilio Pias Workforce Connections Quality Assurance
Date: 08-25-2016	Signature: 

## Professional Service Agreement - Amendment/Modification

Parties to the Professional Service Agreement:	Workforce Connections 6330 West Charleston Blvd. Suite 150 Las Vegas Nevada 89146 Telephone: (702) 638-8750 Fax: (702) 638-8774		PSA No. <b>WC-15-PSA-PRISM-01</b>		
			Modification No. <b>1</b>		
	Contractor: PRISM Global Management Group, LLC 701 North Green Valley Parkway Suite 200 Henderson, NV 89074 (702) 990-3344 www.PrismHRC.COM		Modification Start Date: <b>October 01, 2016</b>		
			Modification End Date: <b>September 30, 2017</b>		
Purpose of PSA:	Human Resources				
Modification Amounts:		Amount			Total
	Original obligation amount:	\$72,000.00	=====	=====	\$72,000.00
	Amended obligation amount:	\$72,000.00	=====	=====	\$72,000.00
	The amended amount reimbursed as a result of this modification shall not exceed:	\$144,000.00	=====	=====	\$144,000.00
Terms and Conditions of Modifications:	Was the PSA body amended in any other manner? (if yes please attach amended section)		Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>		
	Was attachment <b>A</b> amended? (if yes please attach amended section)		Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>		
	Was attachment <b>B</b> amended? (if yes please attach amended section)		Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>		
	Was attachment <b>C</b> amended? (if yes please attach amended section)		Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>		
	Were "Assurances, Certifications and Other Provisions" amended? (if yes please attach amended section)		Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>		
	Comments: <ul style="list-style-type: none"> <li>Amendment to Professional Service Agreement (PSA)</li> <li>Attachment "B" amended to include "Schedule of Compensation"</li> <li>Notice of amendment included.</li> </ul>				
"All other terms and conditions not changed by this (or prior) amendment(s) remain in full force and effect."					
Acceptance	In witness hereof, the parties have affixed their authorized signatures on the day, month and year written below.				
Contractor Approval:		Workforce Connections Approval:			
 Signature of Contractor Authorized Officer Date <u>9/19/16</u>		 Signature of WC Authorized Officer Date <u>09/27/2016</u>			
Printed or Typed Name and Title <u>Marybeth Hartel, CEO</u>		Printed or Typed Name and Title <u>Arden Galbreath</u> <u>EXECUTIVE DIRECTOR</u>			



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PROFESSIONAL PARTNERSHIPS...POSSIBILITIES

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## Notice of Amendment

Date: **Friday, August 26, 2016**  
PRISM Global Management Group, LLC  
Professional Service Agreement (PSA)  
**WC-15-PSA-PRISM-01**  
Amendment to contract **No. 1**

### Terms and conditions of modification:

The PSA between Workforce Connections (WC) and PRISM Global Management Group, LLC (the Contractor) which was executed by the parties on **October 7, 2015** and subsequently amended on **August 26, 2016** is hereby amended by mutual agreement.

For and in consideration of mutual promises and their valuable consideration, all provisions and assurances of the original agreement or subsequent amendments remain in full force and effect with the exception of changes specified in this amendment.

It is mutually understood and agreed by the undersigned contracting parties to amend the previously executed PSA as follow:

#### **This amendment changes the following:**

1. Item II (A) is replaced in its entirety  
"Compensation" – Agreement Sum.  
For the services rendered pursuant to this agreement, the contractor shall be compensated in accordance with the "**Schedule of Compensation**" attached hereto as exhibit "B" and incorporated herein by this reference. Compensation may include reimbursement for actual and necessary expenses if specified in the Schedule of Compensation.  
The maximum payment under this agreement for services and, if authorized, reimbursement shall not exceed **\$144,000.00**.
2. Item III (A)  
"Time for Performance" is replaced in its entirety by the following:  
Time shall be of the essence of this agreement and the contractor agrees to satisfactorily complete all services and work within the time established in the Scope of Services.  
**Agreement Start Date: 10-01-2015**  
**Agreement End Date: 09-30-2017**  
**Condition:** This agreement may be extended up to two (2) years. An approved extension, along with a payment schedule adjustment, will be in effect upon an amendment to this agreement executed by both parties. The agreement extension shall be approved by WC Executive Director and shall not render ineffective or invalidate unaffected portions of this agreement.



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3. **Attachment “B” Schedule of Compensation** new and included with this amendment. This amendment increases the PSA amount by **\$72,000.00**. The total agreement cost as a result of this amendment shall not exceed **\$144,000.00** (see attachment “B”).

**Incorporated documents to this notice:**

PSA amendment request form

PSA amendment form

Attachment “B” Schedule of Compensation



## Professional Service Agreement (PSA) Schedule of Compensation

Description	PSA Term	PSA Amount
Original PSA	<b>10-01-15 to 09-30-16</b>	\$72,000.00
Amendment # 1 <i>(additional funds)</i>	<b>10-01-16 to 09-30-17</b>	\$72,000.00
=====	=====	=====
<b>Total PSA cost as a result of this amendment shall not exceed:</b>		<b>\$144,000.00</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ORGILL-SINGER & ASSOC 8360 W. Sahara Ave #110  Las Vegas NV 89117		<b>CONTACT NAME:</b> Tanya Ritchie <b>PHONE (A/C, No. Ext):</b> (702)796-9100 <b>FAX (A/C, No):</b> (702)796-6834 <b>E-MAIL ADDRESS:</b> tritchie@orgillsinger.com	
<b>INSURED</b> Prism Global Management Group, LLC 701 N. Green Valley Parkway, Ste 200  Henderson NV 89074		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hartford INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 00914	

**COVERAGES****CERTIFICATE NUMBER:** 16-17 GL & WC**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			53SBATU3450	5/20/2016	5/20/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Employee Benefits \$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DED						\$
	RETENTION \$						
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			53WECGA0081	8/2/2016	8/2/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

**CERTIFICATE HOLDER****CANCELLATION**

Workforce Connections  
6330 West Charleston Boulevard  
Suite #150  
Las Vegas, NV 89146

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tanya Ritchie/TLR

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City of Henderson Finance Department  
Business License Division  
P.O. Box 95050  
Henderson, Nevada 89009-5050  
702-267-1730

Business ID: 103788

PRISM GLOBAL MANAGEMENT GROUP, LLC  
170 S GREEN VALLEY PKWY  
STE 300  
HENDERSON, NV 89012

**BUSINESS LICENSE**  
**CITY OF HENDERSON, NEVADA**

EXPIRATION DATE: **November 30, 2016**  
Scope: **MANAGEMENT/MARKETING/CONSULTING**  
License Class/No.: **206C-TYPE 8/2015301446**  
Business Name: **PRISM GLOBAL MANAGEMENT GROUP, LLC**  
Business Location: **170 S GREEN VALLEY PKWY  
300  
HENDERSON, NV 89012**

*A Place To Call Home*

*Lena Hammond*  
BUSINESS LICENSE SUPERVISOR





City of Henderson Finance Department  
Business License Division  
P.O. Box 95050  
Henderson, Nevada 89009-5050  
(702) 257-1730

## Business License Renewal Notice

Business ID : 103788

PRISM GLOBAL MANAGEMENT GROUP, LLC  
170 S GREEN VALLEY PKWY  
STE 300  
HENDERSON, NV 89012

Business Location

170 S GREEN VALLEY PKWY  
300  
HENDERSON, NV 89012

Your business license is scheduled to expire on 11/30/2016. To continue operating in the City of Henderson through 05/31/2017, the appropriate license fee must be received by the expiration date.

Permit No.	Name	License Class	Expiration Date
2015301446	PRISM GLOBAL MANAGEMENT GROUP, LLC	206C-TYPE 6	11/30/2016

1. License Fee	1	75.00	Your fee is based on the following:
2. Previous Balance	2	0.00	NAICS CODE
3. Total Add lines 1 and 2	3	75.00	
4. Penalty If received after the expiration date, multiply line 3 by 10% (0.10).	4		
5. Amount Due Add lines 3 and 4	5		

Detach and return with payment. Make check payable to the City of Henderson.

Permit No.	Name	License Class	Expiration Date
2015301446	PRISM GLOBAL MANAGEMENT GROUP, LLC	206C-TYPE 6	11/30/2016

Amount Due:

(from line 5)

If any of the following declarations are incorrect, please make necessary changes.

NAICS CODE

I/we certify that the information above is true to the best of my/our knowledge and belief.


Signature

Date



**workforce CONNECTIONS**  
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*Connecting Employers to a Ready Workforce*

Professional Service Agreement (PSA) – Amendment Request				
Request Date: <b>08-25-2016</b>		WC Staff: Jim Kostecki		
Contractor:	PRISM – HR Consulting			
Project:	Human Resources			
New:	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Type of Procurement:	<input type="checkbox"/> RFB <input type="checkbox"/> Sole Source <input type="checkbox"/> Other	
(if other please specify): N/A				
Amendment:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>		Amendment No. <b>1</b>	
Sub-Award ID:	WC-15-PSA-PRISM-01			
Board Approval Date: <b>08-23-2016</b>				
Amount	New:	N/A	Total Contract	\$144,000.00
	Additional:	\$72,000		
Term Changed:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Start Date: <b>10-01-16</b>	End Date: <b>09-30-17</b>	
Budget Changed:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Increase PSA amount from \$72,000 (current total) to \$144,000 (new contract total not to exceed).		
SOW Changed:	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>			
Comments: This modification to the PSA amount was originated by Workforce Connections.				
Approved By: 		Date: <b>8/29/16</b>		



## **Letter to File**

### **Reference:**

HR Consulting Services

Prism Global Management Group, LLC

WC-15-PSA-PRISM-01

- Certificate of Liability Insurance

### **Finding**

Upon Workforce Connections inspection of the above referenced PSA original and amendments, it was noted that the above listed document/license was due for renewal.

### **Action**

Workforce Connections requested copy of valid document/license which is hereby incorporated with this action into the PSA - Amendment No. 1 with date 09-27-2017.

### **Further Action**

Workforce Connections will continue to monitor and follow up with respect to the expiration of referenced document/license.

**Emilio Pias**  
Workforce Connections  
Senior Analyst - Quality Assurance

**Date**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/10/2017

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<b>PRODUCER</b> ORGILL-SINGER & ASSOC 8360 W. Sahara Ave #110  Las Vegas NV 89117	<b>CONTACT NAME:</b> Tanya Ritchie <b>PHONE (A/C, No, Ext):</b> (702) 796-9100 <b>FAX (A/C, No):</b> (702) 796-6934 <b>E-MAIL ADDRESS:</b> tritchie@orgillsinger.com														
<b>INSURED</b> Prism Global Management Group, LLC 170 S. Green Valley Parkway, Ste 300  Henderson NV 89012	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Sentinel Ins. Co., LTD</td><td>11000</td></tr><tr><td>INSURER B: Hartford Accident &amp; Indemnity</td><td>22357</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Ins. Co., LTD	11000	INSURER B: Hartford Accident & Indemnity	22357	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 17-18 GL/WC**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		53SBATU3450	5/20/2017	5/20/2018	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> OTHER					Employment Practice Liab	\$ 10,000
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		53WECGA0081	8/2/2017	8/2/2018	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/> N/A				E L EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE	\$ 1,000,000
						E L DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

**CERTIFICATE HOLDER****CANCELLATION**

Workforce Connections  
6330 West Charleston Boulevard  
Suite #150  
Las Vegas, NV 89146

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tanya Ritchie/TLR

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I have read and reviewed the listed below amendment [**No. 2**] to the Professional Service Agreement (PSA), and it is approved for final signatures.

Contractor Name: **PRISM Global Management Group LLC.**

PSA Number: **WC-15-PSA-PRISM-02**

Program/Project Name: **Human Resources Services**

**Authorized Signatures**

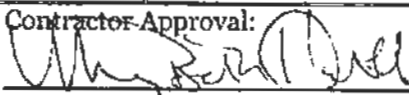
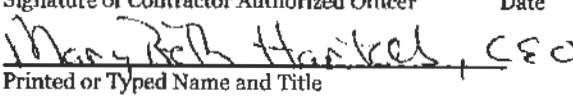
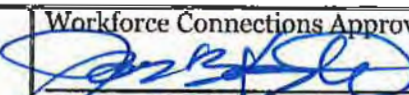
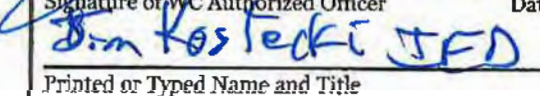
Jim Kostecki  
Workforce Connections  
Interim Executive Director

10/9/17  
Date:

Workforce Connections – Contracts	
Documentation processed and prepared by:	Emilio Pias Workforce Connections Quality Assurance
Date: <b>Wednesday, September 13, 2017</b>	Signature:



## Professional Service Agreement - Amendment/Modification

<b>Parties to the Professional Service Agreement:</b>	Workforce Connections 6330 West Charleston Blvd. Suite 150 Las Vegas Nevada 89146 Telephone: (702) 638-8750 Fax: (702) 638-8774				PSA No. <b>WC-15-PSA-PRISM-02</b>	
					Modification No. <b>2</b>	
	<b>Contractor:</b> PRISM Global Management Group, LLC <i>170 S. Green Valley Pkwy</i> <del>701 North Green Valley Parkway Suite 200</del> <i>Ste 300</i> Henderson, NV <del>89074</del> <i>89012</i> (702) 990-3344 <a href="http://www.PrismIIRC.COM">www.PrismIIRC.COM</a>				Modification Start Date: <b>October 01, 2017</b>	
					Modification End Date: <b>September 30, 2018</b>	
<b>Purpose of PSA:</b>	Human Resources					
<b>Modification Amounts:</b>		<b>Amount</b>				<b>Total</b>
	Original obligation amount:	<b>\$144,000.00</b>	=====	=====		<b>\$144,000.00</b>
	Amended obligation amount:	<b>\$72,000.00</b>	=====	=====		<b>\$72,000.00</b>
	The amended amount reimbursed as a result of this modification shall not exceed:	<b>\$216,000.00</b>	=====	=====		<b>\$216,000.00</b>
<b>Terms and Conditions of Modifications:</b>	Was the PSA body amended in any other manner? <i>(if yes please attach amended section)</i>					Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
	Was attachment <b>A</b> amended? <i>(if yes please attach amended section)</i>					Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
	Was attachment <b>B</b> amended? <i>(if yes please attach amended section)</i>					Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
	Was attachment <b>C</b> amended? <i>(if yes please attach amended section)</i>					Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
	Were "Assurances, Certifications and Other Provisions" amended? <i>(if yes please attach amended section)</i>					Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
	Comments: <ul style="list-style-type: none"> <li>Amendment to Professional Service Agreement (PSA)</li> <li>Attachment "B" amended to include "Schedule of Compensation"</li> <li>Notice of amendment included.</li> </ul>					
"All other terms and conditions not changed by this (or prior) amendment(s) remain in full force and effect."						
<b>Acceptance</b>	In witness hereof, the parties have affixed their authorized signatures on the day, month and year written below.					
<b>Contractor Approval:</b>  Signature of Contractor Authorized Officer      Date <u>9/18/17</u>  Printed or Typed Name and Title			<b>Workforce Connections Approval:</b>  Signature of WC Authorized Officer      Date <u>9/19/17</u>  Printed or Typed Name and Title			



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## Notice of Amendment

Date: **Wednesday, September 13, 2017**

PRISM Global Management Group, LLC

Professional Service Agreement (PSA)

**WC-15-PSA-PRISM-02**

Amendment to PSA No. 2

### Terms and conditions of modification:

The PSA between Workforce Connections (WC) and PRISM Global Management Group, LLC (the Contractor) which was executed by the parties on **October 7, 2015** and subsequently amended on **09-13-2017** is hereby amended by mutual agreement.

For and in consideration of mutual promises and their valuable consideration, all provisions and assurances of the original agreement or subsequent amendments remain in full force and effect with the exception of changes specified in this amendment.

It is mutually understood and agreed by the undersigned contracting parties to amend the previously executed PSA as follow:

#### **This amendment changes the following:**

**Item II (A) "Compensation" – Agreement Sum** is replaced in its entirety with the following:

For the services rendered pursuant to this agreement, the contractor shall be compensated in accordance with the **"Schedule of Compensation"** attached hereto as exhibit "B" and incorporated herein by this reference. Compensation may include reimbursement for actual and necessary expenses if specified in the Schedule of Compensation.

The maximum payment under this agreement for services and, if authorized, reimbursement shall not exceed **\$216,000.00**.

**Item II (B) "Compensation" – Method of Payment** is replaced in its entirety with the following:

Unless some other method of payment is specified, Contractor shall submit to WC, an invoice for services rendered, including appropriate documentation of each expense incurred. WC generally will process and pay invoices within 15 business days from receipt.





**Item III (A) “Time for Performance”** is replaced in its entirety with the following:

Time shall be of the essence of this agreement and the contractor agrees to satisfactorily complete all services and work within the time established in the Scope of Services.

**Agreement Start Date: 10-01-2015**

**Agreement End Date: 09-30-2018**

**Condition:** This agreement may be extended up to one (1) year. An approved extension, along with a payment schedule adjustment, will be in effect upon an amendment to this agreement executed by both parties. The agreement extension shall be approved by WC Executive Director and shall not render ineffective or invalidate unaffected portions of this agreement.

**Item III (B) “Termination”** is replaced in its entirety with the following:

**1. Termination for Cause:**

WC may terminate this PSA in whole, or in part, at any time, whenever it is determined that the Contractor has failed to comply with the terms of the PSA, whether stated in an assurance, certification, Scope of Services, or elsewhere.

WC shall promptly notify the Contractor in writing of the determination and the reason(s) for the termination, together with the effective date for the termination of the PSA.

Upon receipt of notice of termination, the Contractor shall immediately stop all services. The Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by WC in accordance with the Scope of Services.

**2. Termination for Convenience:**

WC may terminate this PSA in whole, or in part, at any time if WC determines that the termination of this PSA is in the best interest of WC. Upon receipt of notice of termination and effective date, the Contractor shall immediately stop all services on effective date. The Contractor shall be entitled to compensation for all services rendered prior to the effective date of termination and for any services authorized by WC in accordance with the Scope of Services.

**3. Termination for non-appropriation:**

The continuation of this PSA beyond the current term is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State and/or Federal sources. WC may terminate this PSA, and the Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason for WC’s funding from State and/or Federal sources is not appropriated or is withdrawn, limited, or impaired.



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**Attachment "B"**

**Contractor's Proposal/Scope of Service/Schedule of Compensation**

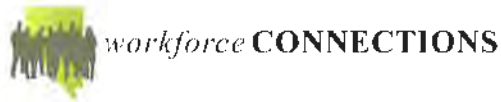
This amendment increases the PSA amount by **\$72,000.00**. The total agreement cost as a result of this amendment shall not exceed **\$216,000.00** (see Attachment "B").

**Incorporated documents to this notice:**

PSA amendment form

Attachment "B" Schedule of Compensation

As always Workforce Connections appreciates your services and valuable time.  
For further information with respect to this amendment you may contact  
Emilio Pias at: [epias@nvworkforceconnections.org](mailto:epias@nvworkforceconnections.org)



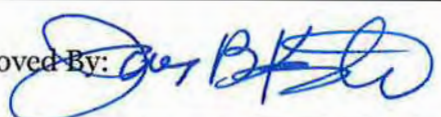
## Professional Service Agreement (PSA) Schedule of Compensation

Description	PSA Term	PSA Amount
Original PSA	10-01-15 to 09-30-16	\$72,000.00
Amendment # 1 (additional funds)	10-01-16 to 09-30-17	\$72,000.00
Amendment # 2 (additional funds)	10-01-17 to 09-30-18	\$72,000.00
=====	=====	=====
Total PSA cost as a result of this amendment shall not exceed:		\$216,000.00



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Professional Service Agreement (PSA) – Amendment Request				
Request Date: <b>09-13-2017</b>		WC Staff: Management		
Contractor:	PRISM – HR Consulting			
Project:	Human Resources			
New:	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Type of Procurement:	<input type="checkbox"/> RFB <input type="checkbox"/> Sole Source <input type="checkbox"/> Other	
(if other please specify): N/A				
Amendment:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Amendment No. <b>2</b>		
Sub-Award ID:	<b>WC-15-PSA-PRISM-02</b>			
LEOs Authorization Date: <b>September 12, 2017</b>				
Amount	New:	N/A	Total Contract	<b>\$216,000</b>
	Additional:	<b>\$72,000</b>		
Term Changed:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Start Date: <b>10-01-15</b>	End Date: <b>09-30-18</b>	
Budget Changed:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	PSA increased by \$72,000 with a total not to exceed \$216,000.		
SOW Changed:	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>			
Comments: This modification to the PSA amount was originated by Workforce Connections.				
Approved By: 		Date: <b>9/13/17</b>		

# SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

**PRISM GLOBAL MANAGEMENT GROUP, LLC**

Nevada Business Identification # NV20031177675

**Expiration Date: November 30, 2018**

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on September 24, 2017

*Barbara K. Cegavske*

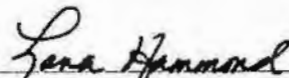
Barbara K. Cegavske  
Secretary of State

***You may verify this license at [www.nvsos.gov](http://www.nvsos.gov) under the Nevada Business Search.***

**License must be cancelled on or before its expiration date if business activity ceases.  
Failure to do so will result in late fees or penalties which by law cannot be waived.**

**BUSINESS LICENSE**  
**CITY OF HENDERSON, NEVADA**

**EXPIRATION DATE:** November 30, 2017  
**Scope:** MANAGEMENT/MARKETING/CONSULTING  
**License Class/No.:** MANAGEMENT/MARKETING/CONSULTING/2015301446  
**Business Name:** PRISM GLOBAL MANAGEMENT GROUP, LLC  
**Business Location:** 170 S GREEN VALLEY PKWY 300  
HENDERSON, NV 89012

  
BUSINESS LICENSE SUPERVISOR



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ORGILL-SINGER & ASSOC 8360 W. Sahara Ave #110  Las Vegas NV 89117		<b>CONTACT</b> NAME: Tanya Ritchie PHONE (A/C, No, Ext): (702) 796-9100 FAX (A/C, No): (702) 796-6834 E-MAIL ADDRESS: tritchie@orgillsinger.com	
<b>INSURED</b> Prism Global Management Group, LLC 170 S. Green Valley Parkway, Ste 300  Henderson NV 89012		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Sentinel Ins. Co., LTD NAIC # 11000 INSURER B: Hartford Accident & Indemnity 22357 INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 17-18 GL/WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			53SBATU3450	5/20/2017	5/20/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practice Liab \$ 10,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	53WECGA0081	8/2/2017	8/2/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

**CERTIFICATE HOLDER**

Workforce Connections  
6330 West Charleston Boulevard  
Suite #150  
Las Vegas, NV 89146

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tanya Ritchie/TLR

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I have read and reviewed the listed Professional Service Agreement (PSA), and it is approved for final signatures.

Contractor Name: Grant Management And Consulting Services, Inc.

PSA ID Number: WC-16-PSA-WDPAP-GMCS-00

Project Name: Workforce Development Practitioner Apprenticeship Program - WDPAP

**Authorized Signatures**

Ricardo Villalobos  
Workforce Connections  
Director, Workforce Development  
Programs



9/29/16

Date:

Jim Kostecki  
Workforce Connections  
Chief Financial Officer



9/29/16

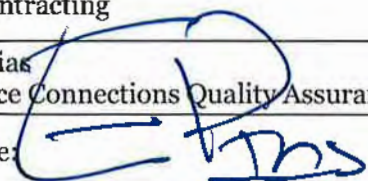
Date:

Ardell Galbreth  
Workforce Connections  
Executive Director



09/29/2016

Date:

Workforce Connections – Contracting	
Documentation processed and prepared by:	Emilio Pias Workforce Connections Quality Assurance
Date: 09-21-2016	Signature: 



## **Professional Services Agreement**

This Agreement is made and entered into as of this **1<sup>st</sup> day of September, 2016**, by and between the Local Workforce Development Board (LWDB), administrative entity for local workforce investment activities, hereinafter referred to as Workforce Connections (WC), and **Grant Management and Consulting Services, Inc.**, whose mailing address is **2764 N. Green Valley Pkwy Unit 264, Henderson, NV 89014**, hereinafter referred to as “Contractor”. The parties hereto agree as follows:

### **I. Scope of Services.**

In compliance with all terms and conditions of this agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Attachment “B” and incorporated herein by this reference. Services may be referred to herein as the “services” or “work” hereunder.

#### **A. Compliance with the Law.**

All services rendered hereunder shall be provided in accordance with all statutes, rules and regulations of WC and any Federal or State agency having jurisdiction in effect at the time services are rendered.

#### **B. Licenses, Permits, Fees and Assessments.**

Contractor shall obtain, at its sole cost and expense, such licenses, permits, insurance and approvals as may be required by law for the performance of the services described in this agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services described in this agreement, and shall indemnify, defend and hold harmless WC against any such fees, assessments, taxes penalties or interest levied, assessed or imposed.

#### **C. Incorporated Documents.**

Certification Regarding Debarment and Suspension	[Attachment A]
Contractor’s Proposal/Scope of Services	[Attachment B]
Schedule of Compensation/Budgeted Scope of Services	[Attachment C]
Copy of insurance and Business License	[Attachment D]

#### **D. Entire Agreement.**

This agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this agreement specifically displays a mutual intent to amend a particular part of this agreement, general conflicts in language between any such attachment and this agreement shall be construed consistent with the terms of this agreement. Unless otherwise expressly authorized by the terms of this agreement, no modification or amendment to this agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties.

#### **E. Waiver of Contractual Rights.**

The failure of any party to enforce any provision of this agreement shall not be construed as a waiver of limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this agreement.

**F. Insurance Requirement and Indemnification.**

The Contractor shall procure and maintain General Liability Insurance (GLI) in the amount of \$1,000,000 including coverage for errors and omissions caused by Contractor's negligence in the performance of services or work under this agreement.

The GLI policy shall continue to be enforceable for a minimum period of one (1) year, following the termination of this agreement. Prior to the beginning of work, Contractor shall furnish WC with a copy of certificate of insurance and any applicable policy endorsement executed by a duly authorized representative, showing compliance with the insurance requirement set forth above.

Contractor shall cause WC to be named as an additional insured under such GLI policy. As long as this agreement is in effect, such GLI policy shall provide for thirty (30) days prior written notice of cancellation to WC.

To the fullest extent of GLI as set forth in this section, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise exist as to any party or person described in this paragraph. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party with thirty (30) days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

**II. Compensation.**

**A. Agreement Sum.**

For the services rendered pursuant to this agreement, the Contractor shall be compensated in accordance with the "**Schedule of Compensation**" attached hereto as Attachment "C" and incorporated herein by this reference. Compensation may include reimbursement for actual and necessary expenses if specified in the Schedule of Compensation.

The maximum payment under this agreement for services and, if authorized, reimbursement shall not exceed **\$100,000.00**.

**B. Method of Payment.**

Unless some other method of payment is specified, Contractor shall submit to WC, an invoice for services rendered, including appropriate documentation of each expense incurred. WC generally will process and pay invoices within 15 business days from receipt. All invoices shall be submitted to: [apinvox@snvwc.org](mailto:apinvox@snvwc.org)

**C. Audit of Records.**

Contractor shall maintain complete and accurate records of all expenditures, disbursements, and other cost items charged to WC for establishing the basis of an invoice, for a minimum of three (3) years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow WC representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.

### **III. Additional Provisions and Assurances.**

#### **A. Term.**

Time shall be of the essence of this agreement and the Contractor agrees to satisfactorily complete all services and work within the time established in the Scope of Services.

**Agreement Start Date: 09-01-2016**

**Agreement End Date: 08-31-2017**

**Condition:** This agreement may be extended. An approved extension, along with a payment schedule adjustment, will be in effect upon an amendment to this agreement executed by both parties. The agreement extension shall be approved by WC Executive Director and shall not render ineffective or invalidate unaffected portions of this agreement.

#### **B. Termination.**

##### **1. Termination for Cause**

WC may terminate this PSA in whole, or in part, at any time, whenever it is determined that the Contractor has failed to comply with the terms of the PSA, whether stated in an assurance, certification, scope of work, or elsewhere.

WC shall promptly notify the Contractor in writing of the determination and the reason(s) for the termination, together with the effective date for the termination of the PSA.

Upon receipt of notice of termination, the Contractor shall immediately stop all services. The contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by WC in accordance with the "Schedule of Compensation".

##### **2. Termination for Convenience**

WC may terminate this PSA in whole, or in part, at any time if WC determines that the termination of this PSA is in the best interest of WC. Upon receipt of notice of termination and effective date, the Contractor shall immediately stop all services on effective date. The Contractor shall be entitled to compensation for all services rendered prior to the effective date of termination and for any services authorized by WC in accordance with the "Schedule of Compensation".

##### **3. WC Termination for Non-appropriation**

The continuation of this PSA beyond the current term is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State and/or Federal sources. WC may terminate this PSA, and the Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason for WC's funding from State and/or Federal sources is not appropriated or is withdrawn, limited, or impaired.

#### **C. Responsibility upon termination.**

Any equipment provided by WC to the Contractor in connection or furtherance of Contractor's services or work under this agreement including, but not limited to, computers, laptops, and tools shall, immediately upon termination of this agreement, be returned to WC.

#### **D. Prohibition against Subcontracting or Assignment.**

Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of WC. In addition, neither this agreement nor any interest herein may be transferred, assigned, conveyed or encumbered voluntarily or by operation of law, without the prior approval of WC. In the event of any such unapproved transfer, this agreement shall be void. No approved transfer shall release the Contractor or any warranty of Contractor of any liability as provided under the terms of this agreement.

**E. Independent Contractor.**

Contractor is an independent Contractor. Neither contractor nor any of contractor's officers, employees, agents or subcontractors, if any, is an employee of WC by virtue of this agreement or performance of any services under this agreement.

**F. Severability.**

If any provision contained in this agreement is held to be unenforceable by a court of law or equity, this agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision of this agreement unenforceable.

**G. Failure to Perform.**

Failure by Contractor to fulfill any or all of the services as specified in the scope of services constitutes breach of agreement. WC may seek, without limitation, the following remedies:

1. WC will make reasonable effort to assist Contractor in meeting its obligations;
2. Withholding progress payment until WC considers the Contractor to be in compliance;
3. Withhold an amount equal to the unmet portion of the total amount agreed to the Contractor; or
4. Terminate agreement if, within 30 business days of an issue being identified/addressed, Contractor remains unable to comply.

**H. Force Majeure.**

Neither party shall be deemed to be in violation of this agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms and conditions of this agreement after the intervening cause ceases.

**I. Changes in Work.**

No payment for changed or additional work shall be made unless first approved in writing by WC Executive Director and the parties to this agreement have agreed upon the appropriate adjustments/amendments. WC Executive Director may order changes to the "Scope of Work" if determined to be appropriate and in the best interest of WC.

Whether a change to the "Scope of Work" is proposed by the Contractor or ordered by WC Executive Director, the parties to this agreement shall, in good faith, negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work/services.

An approved change, along with the payment adjustment, if any, will be effective upon an amendment to this agreement executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this agreement.

**J. Workplace Behavior.**

Contractor, Contractor's employees, agents and subcontractors, if any, shall comply with WC's alcohol and drug-free workplace policy, and other rules and regulations governing work place safety, conduct, and behavior, for any portion of the work performed on the premises of WC or while using WC's facilities or equipment.



**IV. Confidentiality.**

**A. Confidential Nature of Information.**

Contractor shall treat all information obtained from WC in the performance of this agreement as confidential and proprietary to WC. Contractor shall treat all records and work product prepared or maintained by contractor in the performance of this agreement as confidential.

**B. Limitation and Disclosure.**

Contractor hereby agrees that it will not use any information obtained as a result of the performance of work for any purpose other than fulfillment of contractor's "Scope of Work". Contractor will not disclose any information prepared for WC, or obtained from or as a result of the performance of work to any person other than WC, or its own employees, agents or sub-contractors who have a need for the information for the performance of work under this agreement unless disclosure is specifically authorized in writing by WC Executive Director.

**C. Security of Information.**

Contractor hereby agrees to inform WC immediately of any request for disclosure of information or any actual or potential disclosure of information.

**V. Conflict of Interest.**

Contractor shall not attempt to use contractor's position to influence a WC decision in which contractor knows or has reason to know Contractor has a direct or indirect financial interest other than the compensation promised by this agreement. Contractor will immediately inform WC's Executive Director if Contractor learns of a financial interest of Contractor's during the term of this agreement that might create an actual or apparent conflict of interest.

**VI. Fair Employment Practices.**

Contractor assures and agrees to protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination or abridgment on account of race, color, ethnicity, national origin, religion, ancestry, creed, physical disability, medical condition, marital status, sex, age, or other status protected from workplace discrimination by Federal, State or local law or regulation.

**VII. Claims.**

Should any claim or action be brought, either directly or indirectly relating to the Contractor's services or work under this agreement, the Contractor shall render to WC, without compensation, any proper and necessary assistance which WC may require.

**VIII. Notice.**

Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally, by electronic means, or sent by prepaid, first class mail to:

Attn: Ricardo Villalobos - [rvillalobos@nvworkforceconnections.org](mailto:rvillalobos@nvworkforceconnections.org)  
Workforce Connections  
6330 West Charleston Blvd Suite # 150  
Las Vegas, Nevada 89146

**IX. No Third Parties and/or Waiver of Statutory Immunities.**

Notwithstanding any provision herein to the contrary, this agreement is entered into solely for the benefit of the contracting parties, and nothing in this agreement is intended, either expressly or implied, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this agreement or to acknowledge, establish or impose any legal duty to any third party.

**X. Dispute Resolution.**

In the event of a dispute between the Contractor and WC that cannot be resolved satisfactorily between the parties, third party mediation shall be commenced and concluded utilizing a mediator acceptable to the Contractor and WC prior to pursuing either arbitration or legal action. Fees for mediation shall be shared equally between the Contractor and WC.

Any legal action brought by the Contractor or its representatives, if any, shall be made in Clark County. In the event of either arbitration or litigation the prevailing party shall be entitled to an award of attorney's fees and costs. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this agreement until the dispute is resolved.

**XI. Enforcement.**

The entire agreement shall be interpreted and enforce under the laws of the State of Nevada. Any action to enforce any right or obligation under this agreement must be in a Nevada court having jurisdiction to enforce the provisions and assurances of this agreement.

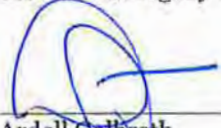
**XII. Independent Parties.**


Nothing contained in this agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

**XIII. Proper Authority.**

The parties hereto represent and warrant that the person executing this agreement on behalf of each party has the legal capacity and authority to enter into this agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be signed and intend to be legally bound thereby.

  
\_\_\_\_\_  
Ardell Galbreth  
Workforce Connections  
Executive Director  
09/29/2016  
Date

BY:   
\_\_\_\_\_  
Oscar P. Grant, PhD  
Chief Executive Officer

**9-26-16**  
Date:

**Attachment A**  
**Certification Regarding Debarment, Suspension**  
**and Other Responsibility Matters Primary**  
**Covered Transactions**  
**[29 CFR Part 98]**

- A.** As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, Sections 85.105 and 85.510, the Contractor certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Has not within a three-year period preceding this agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
  4. Has not, within a three-year period preceding the effective date of the Contractor's agreement, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B.** The Contractor shall provide immediate written notice to WC if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C.** The Contractor agrees and understand that, it shall not knowingly enter into any lower tier covered transaction with a person or entity who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation by any Federal department or agency.
- D.** This certification is a material representation of fact upon which reliance was placed when WC determined to enter into this agreement. If it is later determined that the Contractor knowingly rendered an erroneous certification, WC may terminate this agreement.

## **Attachment B**

# **Contractor's Scope of Services**





Transforming ideas into results

**Proposal to Design, to establish and execute a Workforce Development Practitioner  
Apprenticeship Program for the Workforce Connections One-Stop Delivery System**

**Due Date: July 8, 2016**

**Submitted to:**

Ricardo Villalobos  
Director, Workforce Development Programs  
6330 Wes Charleston Boulevard  
Suite #150  
Las Vegas, Nevada, 89146

**Submitted by:**

Grant Management and Consulting Services, Inc.  
2764 N. Green Valley Pkwy  
Unit 264  
Henderson, NV 89014  
Og-training-group.com  
[opgconsulting@gmail.com](mailto:opgconsulting@gmail.com)  
702-439-5989

### Proprietary Notice

The information contained in this proposal is the proprietary and confidential property of Grant Management and Consulting and may not be communicated to third parties without express written permission. Additionally, GMAC understands that portions of this document contain information that may be proprietary and confidential to Workforce Connections. This information will not be communicated to third parties without the express written permission of Workforce Connections.

Questions about this proposal should be directed to:

Oscar P. Grant, PhD

Grant Management and Consulting Services, Inc.

2764 N. Green Valley Pkwy

Unit 264

Henderson, NV 89014

Og-training-group.com

[opgconsulting@gmail.com](mailto:opgconsulting@gmail.com)

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702-439-5989

July 3, 2016

Ricardo Villalobos  
Director, Workforce Development Programs  
6330 Wes Charleston Boulevard  
Suite #150  
Las Vegas, Nevada, 89146

Dear Mr. Villalobos:

Grant Management and Consulting Services (GMAC) is pleased to submit our proposal in response to your request to establish and execute a Workforce Development Practitioner Apprenticeship Program for the One-Stop Delivery System.

GMAC is an 18-year old management consulting firm located in Marietta GA, with satellite offices in Las Vegas, Nevada and Los Angeles, CA. We have extensive experience in designing and delivering training programs that empower leadership and employees. We pride ourselves in having personnel that have the technical and contextual expertise to fulfill the requirements of this RFP.

Please let me know if you have additional questions or require any more information. We appreciate the opportunity to submit this proposal and hope that we will have the opportunity to build a great partnership and professional relationship with Workforce Connections. I look forward to speaking to you soon.

Sincerely,

Oscar P. Grant, PhD  
CEO  
GMAC Consulting

## Introduction

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Grant Management and Consulting Services (GMAC) presents its proposal to establish and execute a Workforce Development Practitioner Apprenticeship Program for the Workforce Connection's One-Stop Delivery System.

**The services to be provided are, but not limited to, the following primary components:**

- ⇒ Component 1. Procure registration of Workforce Development Practitioner Apprenticeship Program with U.S. Department of Labor Employment & Training & Nevada State Apprenticeship Council.
- ⇒ Component 2. Apply Apprenticeship USA Employer Guideline Standards
- ⇒ Component 3. WDPAP work process schedule & related instruction curriculum
- ⇒ Component 4. Training & monitoring of WDPAP apprentices
- ⇒ Component 5. System capacity building strategic plan

## Section 1 – Services to be Performed

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- a. Background on coordination efforts to obtain compliant registration of WDPAP with the U.S. Department of Labor Employment and Training & the Nevada State Apprenticeship Council.
- b. Applying Apprenticeship USA Employer Guideline Standards
- c. WDPAP work process schedule and related instruction Curriculum

## Our Approach to the WDPAP model

GMAC is a recognized resource for assessing and expanding the leadership competencies of individuals and organizations from across the public, government, education, nonprofit, and private sectors. Our role is to partner with organizations to assist in addressing the supervisory and management components of business, customer service, and organizational challenges to help develop, build, and revitalize the practice of leadership specific to coaching and mentoring.

## Introduction

GMAC will use Youth Build's white paper as a foundation to approach the creation and design for the WDPAP model. This white paper describes the work and how the U.S. Department of Labor (DOL) Youth Build grantees effectively engaged joint labor-management organizations, trade associations, and employers to create pathways into Registered Apprenticeships in construction. Please note; the paper can be used as a basis for any credentialed industry.

The overall objective of this paper was to connect Youth Build grantees, workforce development organizations, community development organizations, housing authorities, joint labor-management organizations, trade associations, construction firms, and the broader Registered Apprenticeship community with the knowledge and resources needed to grow Registered Apprenticeship partnerships as a career pathway for Youth Build participants.

GMAC feels many components of this paper will be a great benefit in initial kick off meetings to keep Workforce Connection staff, partners and participants focused on the end goal for the WDPAP model.

Using the white paper and supporting documentation will encourage kick off participants to embrace and understand the benefits of focusing on and creating a universal service strategy for recognized services. GMAC also sees the need for Workforce Connections to commit to assisting organizations to help them see the benefits of better serving the public and community by utilizing models such as the proposed WDPAP model and to help businesses and organizations themselves become more productive, accountable, results-oriented, and creative in looking at their resources (training dollars, apprenticeships) can be used to support youth and adults in the WIOA system and have a lasting effect in the community.

Using field-tested organizational development practices developed by industrial psychologists and organizational researchers, GMAC helps organizations and leadership become more effective and successful. GMAC specializes in developing tailored training programs and providing consulting services that provide practical answers to real-life problems in the areas of coaching and mentoring peers and staff, performance management, and building teams and coalitions. GMAC works closely with clients to create and provide customized, practical programs that produce measurable results. Participants learn strategies for continuous development through a variety of means including assessment, group discussions, case studies and small-group activities based on actual client-specific examples, self-reflection, and coaching.

GMAC recognizes that individuals who occupy executive, managerial, and supervisory roles are critical for individual and organizational success. These leaders provide direction, vision, and set the tone for the organization. They influence everything from the strategic direction of the organization to the satisfaction of the employees. Our training services for leaders are designed to assist them in understanding leadership, and developing the skills needed to achieve or maintain high performance and employee satisfaction. We recognize that a leader's time is valuable, so our leadership and management trainings are concise and focused on helping them acquire or refine key knowledge and skills. We are recommending a series of training courses that will be outlined in this RFP to support the WDPAP model's infrastructure and to support the Workforce Connection delivery system.

GMAC's has had a major role in the Apprenticeship movement role with over (40) federally funded Department of Labor Youth Build Programs and working a lead organizational development consultant for the entire Los Angeles County Workforce

System for over eight years. Facilitating specific topical trainings on Apprenticeships to Case Management, GMAC will use existing and relevant data from national experts as well as U.S. Department of Labor information to support the requirements in this RFP.

Besides, using the Apprenticeship White Paper, GMAC will be using existing best and promising approved practices, GMAC proposes using the Department of Labor's Youth Build promising practice (below) as a standard to build the WDPAP initiative. Below I have listed the standards GMAC will use to build the framework for WDPAP and how to these standards can be infused to build the Practitioner program.

Realizing that the importance of following the U.S. Department of Labor's framework for quality Apprenticeship programs in Training and Employment Notice (TEN) 13-12.

**The notice defines pre-apprenticeship as "a program or set of strategies designed to prepare individuals to enter and succeed in a Registered Apprenticeship program and have a documented partnership with at least one, if not more, Registered Apprenticeship program(s).**

TEN 13-12 will also be used as the overlay or the foundation and ground work for how Workforce Connections can best identify core elements of its practitioner model. Realizing that U.S. Department of Labor has in place an Apprenticeship Toolkit and Apprenticeship USA has Employer Guidelines in place, the role of GMAC, in the first two weeks of the contract announcement will be to facilitate partner meetings with relevant stakeholders (those suggested by Workforce Connections) to define compliant program outcomes using the aforementioned documents as standards.

As you review, U.S. Department of Labor's Ten 13-12 below, GMAC will prepare a short training for one of the scheduled Partner Meeting (s) using the listed bullet points as a starting point of discussion, on building a best / promising practice model.

TEN 13-12 describes the following elements as essential to preparing individuals to enter and succeed in a Registered Apprenticeship program:

- **Approved Training and Curriculum** based on industry standards, approved by a documented Registered Apprenticeship program that prepares individuals with the skills and competencies to enter Registered Apprenticeship;
- **Meaningful Hands-On Training** that does not displace employees but accurately simulates industry and occupational conditions with proper supervision and safety protocols;
- **Strategies for Long-Term Success** that create opportunities for underrepresented groups, or disadvantaged or low-skilled individuals, so that they will meet the entry requirements and are prepared for success in Registered Apprenticeship;
- **Access to Appropriate Support Services** during the pre-apprenticeship program and a significant portion of the Registered Apprenticeship program;

- **Greater Use of Registered Apprenticeship to Increase Future Opportunities** to support and sustain partnerships between pre-apprenticeship and Registered Apprenticeship sponsors;
- **Facilitated Entry or Articulation** through formalized agreements that allow individuals to earn advanced credit for skills and competencies already acquired.

### Summary of Promising Practices

The Department of Labor's Youth Build has a recognized Promising Practice model that GMAC will use as a basis for building the operating standards for the proposed "practitioner model."

Although the Promising Practices listed below are specific to the U.S. Department of Labor's Youth Build model, it is clear that many, if not all, of these apprenticeship practices are replicable and can be pertinent for other industries besides construction. These practices reflect an excellent systematic approach to the "practitioner model" and will serve as a strong foundation for long term success for the Nevada partners and businesses who will supply apprenticeships for our Workforce Connections participants.

Reviewing these practices will also give GMAC a window to introduce the Apprenticeship USA Employer Guideline Standards at the facilitated partners meeting. These five listed components on DOL's website, for USA Employer Guideline standards have to have a clear and relevant purpose in the WDPAP model.

GMAC sees an overlap with DOL's Apprenticeship toolkit and using the approved promising practices from DOL's national Youth Build Apprenticeship Program as a guidepost, makes the effort seamless in tailoring the USA Guidelines Standards for employers into the model.

GMAC will make a concerted effort to assist the Workforce Connection partners specifically, the Nevada State Apprenticeship Council representatives on which industries will support the WDPAP model and secondly, how they can get buy in from these industry partners, realizing that a deeper commitment will be needed from them for the success of the student apprentices and forged partnership.

The five listed components on DOL's USA Employer Guideline standards will be introduced and easily infused in the kick off meeting and will be a central component to the WDPAP model.

GMAC will introduce these promising practices in the stakeholder meeting to build the WDPAP model. Using this summary of promising practices will give the WDPAP model a stronger foundation and surely align with policies and procedures with U.S. Department of Labor regional and national offices.

In defining the curriculum to be used for industry partners in the Nevada area, it is crucial that the Nevada State Apprenticeship Council be clear how the proposed



Apprenticeship partners will fulfill the requirement to have consistent standards and elements that will support the WDPAP model and to assure Apprenticeship be deemed a reputable registered apprenticeship program by the U.S. Department of Labor. During the first two weeks of the contract, we anticipate several conversations and least one facilitated one on convening with the Nevada State Apprenticeship Council to define their role and to articulate expectations from businesses, how the partners will benefit from the WDPAP model, and outline how the Nevada State Apprenticeship Council will offer supports via networking to support the WDPAP model.

Elements of the summary below supports this discussion and will help guide the process of organizing a suitable and rewarding experience with high standards that all partners, staff and participants will be proud to be a part of. This effort will take a lot of effort and support in the initial phase and will be anticipated that Workforce Connections will be highly engaged in bringing and confirming the support from partners, staff and decision makers that will influence the WDPAP model.

1. The first two weeks will be extremely important to craft a model program and GMAC has working relations with several Department of Labor Federal Project Officers for guidance in the San Francisco Region 6 office. The Regional Director of ETA Region 6 – Office of Apprenticeship is Patricia Garcia and the Lead for Apprenticeship Discretionary grants in OSID is Tarah Holt, both have resources and support for moving the process forward and ensuring a compliant model will be registered. After the model is sketched out, GMAC will meet in person or by phone with the regional office and work with appropriate staff in the regional office to get the model approved. We anticipate working very closely with Workforce Connections to modify model components as needed. (see Appendix B) GMAC has outlined the first 30 days of the contract and the need to work WIOA partners to research and address requirements to get the WDPAP model introduced.

Please note; each of the green highlighted areas in the summary will be highlighted in the partners meeting and will be included in the power point presentation.

### **Summary of Promising Practices**

The following is an overview of the promising practices of the Youth Build programs featured in this paper:

#### **Promising Practices for Recruiting, Preparing, and Assessing Apprenticeship Candidates**

- Recruit Youth Build students who are interested in construction careers.
- Organize student experiences that simulate industry conditions to identify participants with the aptitude to pursue careers in the construction industry.
- Develop specific and measurable benchmarks of knowledge, skills, and abilities that track to career success.

- Engage apprenticeship sponsors to assist with pre-apprenticeship training for Youth Build students.
- Work with apprenticeship sponsors to adapt their pre-apprenticeship curricula for use in the Youth Build classroom.
- Work with apprenticeship sponsors to implement assessment tools to evaluate readiness for entry into Registered Apprenticeship.
- Address the challenges that underrepresented groups such as women may face in the industry from day one.
- Establish advisory committees for ongoing program improvement.

#### **Promising Practices for supporting successful transitions into apprenticeship**

- Offering consistent, goal-oriented case management services from day one.
- Asking students to articulate their goals for the future.
- Organizing regular interdepartmental conversations about students.
- Co-enrolling students with workforce development agencies to provide access to follow-up services.
- Partnering with agencies and businesses that can provide opportunities for students to earn driver's licenses.
- Using AmeriCorps Education Awards as a resource to pay for tuition and tools required for apprenticeship.

#### **Promising Partnership Development Practices**

- Engage local employers, trade associations, and joint labor-management organizations that sponsor Registered Apprenticeships.
- Engage local workforce development agencies to assist with partnership development.
- Meet with partners on a regular basis.
- Clarify the purpose and responsibilities of each partner organization.
- Involve Youth Build students and alumni in the partnership development process.
- Create multiple entry points for apprenticeship sponsors to engage with Youth Build students.
- Establish a partnership table that includes multiple apprenticeship

sponsors.

### **Promising Practices as a Lever for Engaging Apprenticeship Sponsors**

- Build relationships with contractors on projects
- Enlist contractor to participate in job-shadowing experiences
- Develop partnerships with employers and Registered Apprenticeship sponsors involved in projects and make certain your Youth Build program is part of the local job development strategy.

### **WDPAP Work Process Schedule & Related Instruction Curriculum**

Realizing that the first several weeks will be facilitating partner meetings, and noting a long range goal of this RFP is to prepare participants, partners and Workforce Connection staff to have a holistic approach to this model, GMAC recommends an on-going training component to respond to “designing a system capacity building strategic plan that improves system-wide practices, procedures and processes that provide effective and efficient services and strategies to WIOA adults and youth.

GMAC’s CEO, Dr. Oscar Grant has worked extensively in the Workforce arena both nationally and regionally and is a certified U.S. Department of Labor certified instructor. Dr. Grant is one of eleven consultants in the country to be certified in all (41) Department of Labor courses. The trainers who work under contract will be certified in the course they deliver for Workforce Connections.

The recommended courses listed by GMAC will all be certified and based on staff roles, either a certificate of completion or an attendance certificate will be awarded to the participant.

While partner meetings are being held the first two weeks and the curriculum designers work to complete specific trainings for the model, GMAC will offer U.S. Department of Labor approved courses one month from the announcement of the contract to support the WIOA system and the courses specifically for management will stimulate ideas for the larger strategic plan for system wide practices. **Appendix D**, list all DOL certificated available courses GMAC can facilitate.

Both outlines and course descriptions with length of course are listed for review. These are considered off – the shelf courses and will need minimum revision. Course outline will be submitted to Workforce Connections for approval for additions and deletions. With input from Workforce Connections, GMAC will put the class series together after the agency reviews the courses. As required by this RFP, GMAC has put together a sample training schedule with courses for a month. **(see Appendix A)** GMAC is prepared to facilitate this schedule but as stated above, will welcome Workforce Connections to influence or adapt the training schedule with the needs of the partnership, staff and participants.

### **Training and Monitoring WDPAP Participants**

GMAC has designed a sample checklist (**Appendix C**) to address the training and monitoring of the youth and adult apprentices that will be part of the Workforce Connections model. This monitoring tool will be expanded to include specific outcomes that will be supported in the best / promise practice model and the tool will allow tracking of the aforementioned measures monthly vs. quarterly so case managers can support and avert program/attendance deficits.

GMAC, suggests that this monitoring tool with additional domains become the basis for all WIOA Nevada sites to embrace as a system wide document that will ultimate become an agency wide policy and procedure manual. If a tool, such as this, is used a standard and supported with proper training, as stated in the RFP, there will be a universal system wide approach to how "business" is done throughout the state. GMAC has done this work before with much success with the City of Las Angeles WIOA agencies. We propose we offer this model, if the budget allows, to this RFP.

If a monitoring tool is introduced early on in the program design, research demonstrates that outcomes become part of the culture of the program versus a required expectation because of funding.

### **Customized Training Programs**

In addition to the O-T-S courses, GMAC has the capability to design a custom training program to fit our clients' training needs. If a client needs to impart important new knowledge, reinforce fundamentals, or provide instruction on a technical skill, our training design experts use proven instructional design principles, validated by research, to develop training that is compelling and effective for the Workforce Connections partners, clients and staff.

We can design training for direct presentation, or create "train-the-trainer" materials that cover course content, plus additional instruction on teaching the material to others. Our train-the-trainer modules come complete with a trainer's guide, materials list, adult learning principles, and tips for conducting effective exercises that enable even novice trainers to train like the experts. Due to the requirements of this proposal we have estimated customizing four to six specific training modules relating to creating and supporting the Workforce Connections Apprenticeship model.

The modules will be based on the DOL Apprenticeship Toolkit and other pertinent DOL information currently not in a training format. The DOL Apprenticeship toolkit is only a sketch for discussions and we propose to use this as a foundation to add relevant data for the Nevada area and build a three-day training with approximately five stand-alone modules built from the material.

Our experienced training design experts will:

- Determine what knowledge and skills are needed and at what level of complexity to work with businesses to introduce and explore an Apprentice business model and how to facilitate the conversation.

- Set clear objectives for the training program with both the Department of Labor's Region 6 Field office and Apprenticeship liaison to ensure compliance and the ability to have the aforementioned Practitioner Model approved and recognized.
- Design effective hands-on exercises to enhance learning for State Workforce workers and partners.
- Develop structured course books that cover material and allow trainees to take notes, and "own" the practitioner model.
- Create dynamic slide presentations as visual aids for the training.
- Build in techniques to ensure the training is applied on the job.
- Provide learning and customer feedback evaluations for the training.

### **Scheduling Classes**

GMAC will apply the following procedures to all training programs offered to Workforce Connections, partners, staff and providers who will participate in the Practitioner work groups as part of the professional development classes:

- Although most classes will be scheduled during normal weekday business hours, Workforce Connections reserves the right to schedule activities on any shift and on weekends.
- Classes will start and end at the scheduled times. If a class of students finishes the class material significantly ahead of the class schedule, the instructor will provide additional material to complete the class hours. Although most training will be scheduled a minimum of thirty (30) days in advance, occasionally a class will be scheduled with five working days' notice.
- A schedule from Workforce Connections, will be emailed to the Contractor and as the attached schedule of classes suggests, classes should be outlined and scheduled for the first quarter within 45 days of the contract announcement. The GMAC Project Manager (PM) will be responsible for working with Workforce Connections personnel to ensure coverage of all scheduled classes. The PM will assist in maintaining the course schedule and required "just-in-time training."

### **Classroom Backup Procedures**

- A primary and secondary instructor will be assigned to each scheduled class. The secondary instructor will be available and prepared to facilitate courses whenever necessary. This backup procedure will remain in effect until the actual commencement of the course.
- All instructors are required to provide adequate notice to the PM regarding any situations that may result in tardiness or absence as related to an assigned course.

GMAC will in-turn immediately notify Workforce Connections of any necessary adjustments.

### **Canceling Classes or Meetings**

GMAC will notify Workforce Connections by phone followed by email of any class cancellations ten (10) working days prior to scheduled date; the class or meeting will then be rescheduled without penalty to GMAC.

Cancellations given less than ten (10) working days prior to scheduled date will be rescheduled at a convenient time for students, and GMAC will pay a penalty of \$500 per class, which will be subtracted from the next invoice.

### **Estimated Timeframe**

#### **Period of Performance**

Based on the terms of the RFP, we are prepared to start work immediately following award of the contract. Below is our proposed estimated timeline, based on the tasks and deliverables described in the RFP. We are open to making adjustments to this schedule/timeline after our post-award conference based on the priority of or specific needs of Workforce Connections. **(Appendix B)**

Understanding the period of performance is approximately a year from the date of the grant award. GMAC has put together a sample deliverable timeline to give a big picture of how we envision operating this RFP. Please note this deliverable is just an estimate and of course will be revised, if awarded, with modifications, suggestions, and deletions made by Workforce Connections. **(below please find an edited deliverable schedule)**

DELIVERABLES	PROPOSED TIMELINE
<ul style="list-style-type: none"><li>▪ Kick-off meeting and work plan</li><li>▪ Decision of courses to be delivered and developed</li></ul>	Within 1 week of award
<ul style="list-style-type: none"><li>▪ Draft Apprenticeship course design for DOL and Nevada State Apprenticeship Board.</li><li>▪ Check in with partners on Apprentices (types) and businesses Practitioner Program will target</li><li>▪ On Going meetings with DOL Region 6 Apprentice Liaison for input and guidance for accreditation</li><li>▪ 30 Days from Award Date/ training series begins</li></ul>	Within 4 weeks of award



DELIVERABLES	PROPOSED TIMELINE
<ul style="list-style-type: none"> <li>Final course design for submission for approved registration with aforementioned parties listed in RFP.</li> <li>Draft of course mock ups to be delivered</li> </ul>	Within 6 weeks of award
<ul style="list-style-type: none"> <li>Training agenda outline with a launch date of 60 days from contract award with approved certificated DOL trainings this firm is authorized to deliver.</li> <li>DOL registration should be approved by this time.</li> </ul>	Within 6 weeks of award
<ul style="list-style-type: none"> <li>New Courses for Apprenticeship 101 starts</li> </ul>	Month 3 from announcement of award
<ul style="list-style-type: none"> <li>New Course Training Calendar approved and facilitated</li> </ul>	Month 3 & 4
<ul style="list-style-type: none"> <li>Summary of Workshop evaluation including results of participant evaluation forms</li> <li>Case Manager / Retention Specialist comes on board for follow up</li> </ul>	Months 5 & 6

## Part 2.

### GMAC: Experience and Knowledge

GMAC is a Las Vegas - based management consulting firm with a proven track record of delivering exceptional training and organizational development services. Since 1998, GMAC has been helping organizations manage their programs, systems, and people. We specialize in providing these services to clients in Federal, state, and local governments; nonprofit, educational, and community-based organizations; and the private sector. Our customers have included the U.S. House of Representatives and the U.S. Departments of Labor, Education, Agriculture, and Health and Human Services, state and local entities, community-based service providers and non-profit organizations, and private industry.

GMAC's staff is dedicated to providing the quality services needed to address a range of organizational challenges in a variety of workplace settings. We collaborate with our customers to develop solutions that address organizational and human performance problems, design and communicate programs to meet their needs, and improve the management and support systems that form the foundation of an effective organization.

Our goal is to build customer capacity by providing support tools, materials and technical assistance, coaching, and training to improve the overall performance of federal agencies. When GMAC addresses a client's needs, we customize a solution that utilizes a variety of these tools in order to produce the most optimal results. Our capabilities include:

- ⇒ **Training** – Designing and implementing learning systems that empower employees by emphasizing the transfer and retention of essential skills and knowledge.
- ⇒ **Organizational Development** – Creating systems and interventions tailored to meet customers' needs.
- ⇒ **Change Management** – Empowering organizations by building internal change management capabilities.

GMAC's flagship training and organizational development programs include serving (for over a decade) as a contractor for the U.S. Department of Labor's Center for Continuous Learning and Career Management and the U.S. Department of Health and Human Services' Federal Occupational Health service, which provides training and organizational development services to all Federal agencies.

Our client-centered service delivery model includes the following core elements:

- Learning and understanding our clients' business goals and practices
- Partnering with our clients to ensure their success
- Offering efficient and effective services that provide a good value
- Applying proven models, but customizing them to meet specific needs
- Using innovative methods to develop creative solutions
- Providing highly experienced professionals.

GMAC recognizes that consulting services are most effective when clients are actively engaged in project design and implementation. Therefore, we actively seek our clients' input. Through our strong partnerships, we can truly commit to conducting a project that achieves desirable outcomes by encouraging shared information, open communication, and above all, teamwork.

GMAC has a long history of being committed to the personal and professional empowerment of all people, especially those who are often underrepresented. GMAC works to improve the quality of services to individuals by providing training, organization compliance reviews, strategic planning, and other organization development support.

GMAC has the corporate and staff expertise to perform the services requested by Workforce Connections. Our expert trainers and organizational development experts have decades of experience in designing and delivering high quality training services. Our approach helps our clients achieve success on their own terms, supported by the wide range of tools – including curriculum, one-on-one support, and state-of-the-art technology – that we offer.

### **Range of Training Services**

As highlighted in the overview of our corporate experience in the Section above, GMAC Consulting offers a wide range of organizational development and training services to

improve our client's goal and help them to achieve their individual and organizational goals. We believe in partnering with our clients to provide the highest quality service and greatest customer satisfaction. Whether the project is a short training program or long-term change effort, we work closely with our clients from the outset of a project and see it through to the end to ensure the process runs smoothly and that the client is completely satisfied each step of the way. Below we highlight the training and organizational development we offer to this RFP for the Apprenticeship Practitioner Model.

### Training Services

Services under this area include off-the-shelf or customized, off-the-shelf training packages to meet specific agency needs related to management, organizational and business improvement services, we have listed the courses that support services for the state workforce such as dealing with conflict, sexual harassment, effective management principles, case management, employer engagement, customer service, and supervision, and performance feedback and improvement.

### Off-the-Shelf Training (OTS)

All organizations operating today face a common set of challenges, such as providing excellent customer service, working effectively in teams, managing diversity, communicating effectively, learning how to lead organizational change, creating effective supervisors, and so on. To help our clients address these needs in a cost-effective way, GMAC has developed and co-developed a series of "off-the-shelf" training courses on common organizational issues, most of which are certified courses taught and approved by U.S. Department of Labor's Center for Continuous Learning and Career Management. These courses offer exceptional value because the core content has already been developed, refined, and proven effective through repeated application and passed as approved by DOL'S rigorous standards.

Dr. Grant, is one of a few national trainers who is a certified Master Instructor in all U.S. Department of Labor's Center for Continuous Learning and Career Management courses. Rather than develop a whole new course, the content can be rapidly customized to our clients' workplaces with only minor changes that ensure the training reflects the reality faced by employees. This is an added bonus we offer to Workforce Connections. We have three basic types of off-the-shelf training courses:

- **Briefings** – Briefings are short, informational training programs typically lasting about half a day. They are designed to provide a great deal of practical information in a short session. Briefings are excellent for leaders and managers who are pressed for time, or for addressing very specific issues.
- **Workshops** – Workshops are training programs lasting one to three days, typically focused on information and skill development. Workshops stress participation, active learning, and practice to help learners stay engaged and acquire skills.

- **Learning Laboratories** – Learning laboratories are interventions that blur the traditional line between performance and training to deliver maximum impact. They involve learning in actual work situations, such as learning how to manage a meeting during a real meeting. During laboratories, our experienced facilitators and instructors take advantage of naturally occurring “teachable moments” to provide feedback, teach new techniques, or point out alternative approaches. Because they coincide with real work, laboratories vary in length

## Our Approach to Adult Learning

GMAC recognizes the special needs of adult learners. Our trainers have built upon the work of Malcolm Knowles, who is credited with causing the dramatic shift from “teaching-oriented” adult education to “training-oriented” adult education, to develop our own Best Practices based on our extensive experience with designing, developing, delivering, and evaluating training programs.

We rely on five basic tenets of adult education to guide our professional development programs. These include:

1. **Adults Learn Best by Doing.** Do courses limit lectures as much as the topic allows, giving participants maximum time for practice and discussion? In this regard, we will look for a learning environment where participants are able to practice their learning through activities that are designed around client specific situations.
2. **Adults Learn Best When the Learning Experience Is Competency-Based.** Is the training course designed to help participants acquire skills as they conduct practice exercises or work on real issues that, for example, relate to specific competencies?
3. **Adults Learn Best When the Learning Experience Is Problem-Centered.** Does the training bridge training and work by incorporating real or realistic problems into the course? In problem-centered training the participants themselves actually address part of their current workload by identifying and working on solving real problems.
4. **Adults Bring Knowledge and Experience with Them into the Learning Situation.** Does the course allow for the use of breakout work groups and other problem-solving structures as much as possible? These enable participants to share what they know with other participants and apply what they already know to new material or skills being learned.
5. **Adults Have Differing Learning Interests, learn at Different Rates, and Have Different Learning Styles.** Does the course use different training techniques, tools, and methods to ensure that each participant has a chance to learn in his or her strongest learning mode, and to keep the training experience diverse and interesting for all participants?

## Our Approach to Materials Development

We place great emphasis on the quality of the participant guides, trainer guides, and visuals we develop for each training program because participants will be far more likely to have confidence in materials that are:

- **Content Rich.** We employ interesting, sufficiently detailed, and tailored treatments of subjects; we include back-up materials, bibliographies, and other reference resources to promote further study.
- **Well Written.** We make succinct, clear, and interesting presentations using simple language; we use examples, data, references and illustrations to elucidate major points.
- **Well Organized.** We group important points into lists of five to seven items, a number the reader can easily retain. We employ headings, which help readers organize the material in their minds and remember it more easily.
- **Well Designed.** We make text reader-friendly by insisting on a consistent, graphically pleasing, well-laid-out format that has a visual appeal (e.g., eye-catching and visually pleasing fonts).
- **Carefully Produced.** We ensure that all our documents are accurately word-processed, cleanly copied or printed, complete, and properly sequenced.

### **GMAC Consulting Past Performance**

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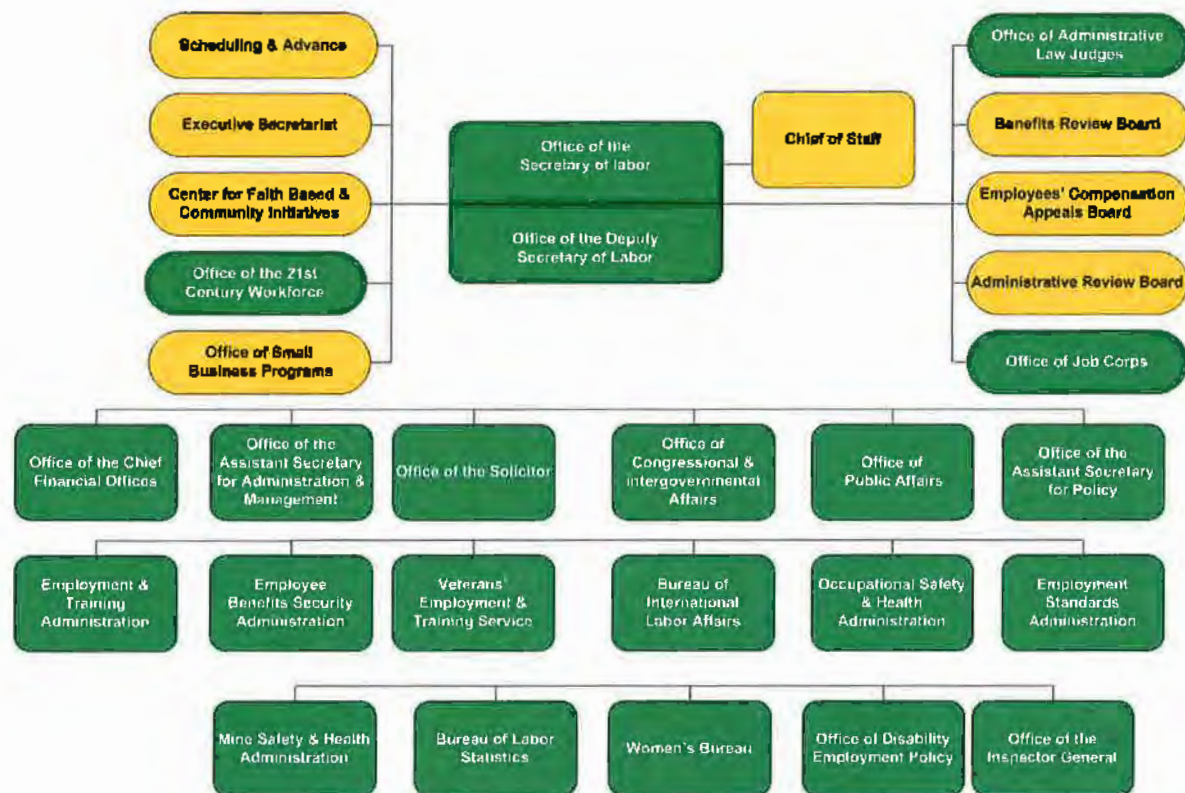
GMAC is a long time, proud partner of U.S. Department of Labor. We have successfully planned, implemented, or evaluated training programs for every major DOL agency as either a contracted prime or brought on as a sub-contractor. **(see Exhibit 1)**

We believe, therefore, that our 18 years of demonstrated effectiveness in supporting the mission of DOL uniquely qualify us for the proposed work.

We demonstrate our breadth of experience with and understanding of DOL programs through the exhibit below. The boxes in green indicate the agencies/offices with which GMAC has worked.

#### **Exhibit 1: DOL Agencies with Which GMAC Has Worked**





Below GMAC presents an edited sample of past performance descriptions of work with a variety of organizations.

- Program and Technical Support for the Office of Continuous Learning and Career Management, Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.** Through this contract, GMAC (as sub-contractor), develops, and delivers training courses; writes and produces training related publications; and provides organizational development services to all agencies within the U.S. Department of Labor (USDOL) through its Office of Continuous Learning and Career Management (OCLCM). For all programs developed or delivered, GMAC provides training administration, needs assessment, evaluation, and logistics support services, including registering, notifying, and tracking participants; scheduling training; developing record keeping databases and performance reports; and coordinating nationwide hotel and travel arrangements for trainers. GMAC also initially provided computer training and support services to the DOL Academy's Computer Assisted Learning Center (e.g., working with trainees using CBT packages and developing databases).
- Provide Training, Consulting, and Organizational Development Services, Federal Occupational Health, U.S. Department of Health and Human Services.** Federal Occupational Health (FOH), an agency within the U.S. Department of Health and Human Services, serves as a broker to other Federal government agencies to meet their organizational development and training needs. Since 2007, GMAC Consulting has served as FOH's on call contractor source for providing these



services. Under this contract, we have completed more than 12 assignments for over 16 different clients. Examples of the types of projects performed under this Blanket Purchase Agreement include:

- ▶ Conducted a wide scope of training programs focusing on areas including coaching and mentoring of employees, career development, diversity, leadership skills, customer service, and building teams.
  - ▶ Conducted workshops focusing on professional skill development, such as *Presentation Skills Laboratory*, which focuses on preparing a presentation, planning, and organizing the content of the presentation; and the application of delivery techniques.
  - ▶ Conducted organizational climate surveys in a variety of agencies to assess employees' opinions and attitudes toward various aspects of work crucial to employee productivity and satisfaction
  - ▶ Conducted team assessments using focus interviews and team development surveys to obtain work group feedback to improve team effectiveness in the areas of communication, conflict resolution, and mission clarity / **Team Assessment and Team Building, Health Resources and Services Administration (HRSA), US Department of Health and Human Services (HHS)** Designed and conducted a series of team building sessions focusing on communication and staff-leader work styles. Provided leadership coaching on leadership style and performance management.
- **Change Management Training and Consulting, Occupational Safety and Health Administration (OSHA), U.S. Department of Labor.** As part of OSHA's major reorganization, GMAC subcontracted with D.C. TATC consulting to provide significant management support services to the agency. These services include developing organizational change proposals and assisting in the development of new mission and function Statements for OSHA. GMAC provided change management training and consulting services to OSHA's "Getting Results through Improving Performance" Area Office redesign initiative.
  - **Change Management and Strategic Planning, Alexandria and Arlington (Virginia) Local Government.** GMAC provided consulting services to the Arlington Department of Human Services and the Alexandria/Arlington Workforce Development Consortium as the two agencies reorganized the local workforce development system to meet new federal and state requirements. We assisted in the development of a strategic plan that formed the structure of the new Arlington/Alexandria Workforce Investment Board (WIB) and worked directly with the planning committee.
  - **Provided Change Management Support to a Process Improvement Initiative, Office of Hearings and Appeals, Social Security Administration.** For the Office of Hearings and Appeals (OHA) of the Social Security Administration (SSA), GMAC provided implementation support to their Hearings Process Improvement (HPI) initiative. GMAC provided training on change management best practices and principles, facilitated team meetings to achieve implementation objectives, and developed recommendations.

- **Provided Support to Secretary of Labor Executive Retreats, Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.** We supported the implementation of a three-day retreat for DOL Executive staff. The retreat focused on sharing the Secretary of Labor's vision, goals and objectives to support the development of action plans at the departmental and agency levels. GMAC recorded proceedings of all sessions, prepared a report of retreat activities, supported DOL Executive staff in the preparation of presentations and materials, provided on-site logistical support for all retreat activities, and prepared an evaluation format for completion by all retreat participants.
- **Assisted in the Development and Implementation of Self-Directed Working Teams, Atlanta Region of Job Corps, U.S. Department of Labor.** This project involved developing a work plan and schedule of activities for all tasks at Job Corp's regional office and facilitating strategic planning meetings for the project's steering committee. GMAC supported the steering committee in the implementation of the work plan and conducted training sessions for newly formed work teams.
- **Provide Management and Technical Support to DOL/OSHA Directorate of Cooperative and State Programs, Occupational Safety and Health Administration, U.S. Department of Labor.** GMAC is providing management and technical support. We plan, organize, and facilitate planning meetings of senior staff and assist in the development of project work plans for the Directorate's various organizational components.

### **Demonstrated Knowledge**

GMAC has a proven track record of success implementing professional development and training programs both locally and nation-wide and for nine years was the lead organizational consultant for the City of Los Angeles, Economic and Workforce Development Department, working the General Manager and Assistant General Manager on second largest U.S. Department of Labor Workforce Investment Act system. Dr. Grant successfully served as the technical assistant trainer and C-Level mediator for 17 Work Source Centers which provided employment and training services to over 100,000 residents in the greater Los Angeles area. He also served as lead trainer and case manager SME for the City's Youth Source system and worked with the staff in all 13 centers to provide soft skills, employment and follow up trainings.

Currently, I am lead organizational development consultant for the 14 funded U.S. Department of Labor Funded Youth Build grants and I have extensive experience working with agencies and organizations on Apprenticeships and identifying partners for these groups.

GMAC also worked with the State of California Employment Development Department on the state's Apprenticeship model and created resource materials that are and have been used throughout the State of California.

We have the expertise and capacity to provide onsite training, offsite training, just-in-time training, one-on-one training, train-the-trainer training, customized training, and off-the-

shelf training. Our top-down course development strategy ensures the objectives and specific customer requirements are fully integrated into the overall training program.

### General Qualifications

GMAC feels we would be an excellent partner with Workforce Connections and would be honored with the opportunity to design and implement an exemplary Apprenticeship Program training program and assist with facilitating the trainings to deliver a system wide customer based policy and procedure manual inclusive all state WIOA offers. We are uniquely qualified to provide this service to Workforce Connections for the following reasons:

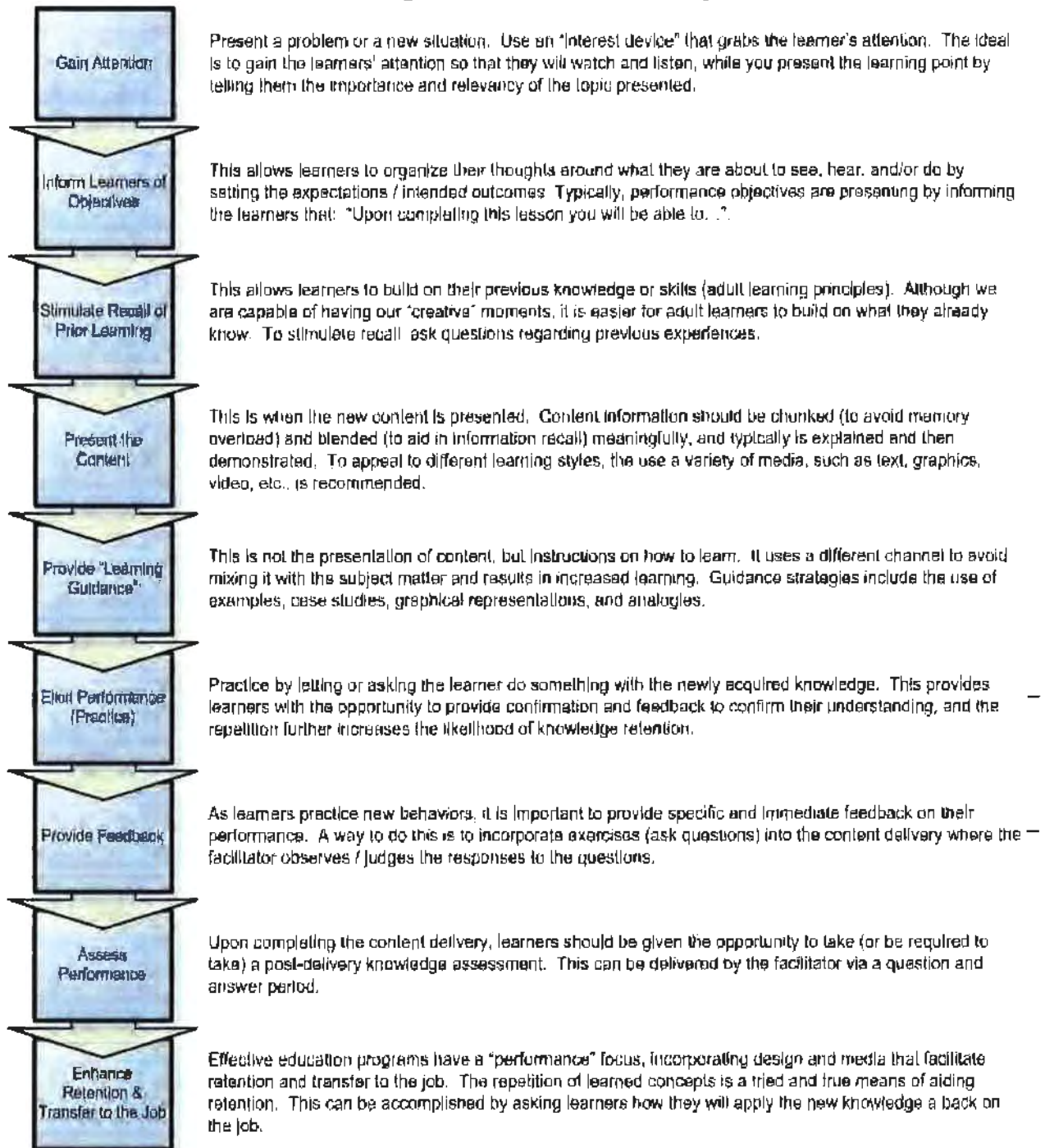
- Our **Client Partnership** approach is intended to collaborate with the customer to remove and work around barriers. Using our stakeholder analysis approach, we design and develop a partnership plan to ensure a successful relationship throughout the contract. We establish regular updates and communication processes to ensure our understanding of customer expectations.
- **Front End Analysis and Performance-Based Training Expertise.** GMAC is a proponent of Front-End Analysis and performance-/competency-based skills development methodologies. Our **Assessment and Evaluation** processes are designed to effectively measure and report learner skills before and after training.
- **Workforce Training Experience.** GMAC has been delivering human performance improvement interventions for more than 18 years. We assimilate adult learning practices and principles as the theoretical underpinnings of our work to provide the "best possible learning solutions and systems" to our customers.
- Our **Instructional Design and Development** methodology is intended to streamline, customize, and localize learning content, while leveraging existing and off-the-shelf materials. We have the knowledge, experience and capabilities to undertake the entire process of training development, assessment and evaluation, starting with analysis of both the short- and long-term needs of the group to be trained (see Appendix B).
- **Rigorous Project Management Process.** We adhere to proven project management practices to make certain programs are completed on-time, within budget, and to the satisfaction of our clients. Our project management process includes close interaction with the customer, detailing activities, scheduling, and monitoring project costs to ensure successful program results.

## EVALUATION STRATEGIES

We feel on going evaluation is central to the success of the training program. Below, please find a sample of how GMAC will integrate feedback and evaluation into the training model.

## Appendix E: Gagne's Nine Events of Learning

Figure 1: Events of Learning



**B. FEEDBACK ON THE FACILITATOR(S)**

Check the box that best describes your level of satisfaction with the extent to which the Facilitator:

	5 VERY SATISFIED	4 SATISFIED	3 NEUTRAL	2 DISSATISFIED	1 Very Dissatisfied	N/A Not Applicable
	5	4	3	2	1	N/A
1. Stimulated your interest						
2. Was enthusiastic and positive						
3. Clearly stated the purpose of each unit						
4. Presented information and gave instructions clearly						
5. Demonstrated knowledge of the course material and subject matter						
6. Used equipment and course materials effectively (flip charts, handouts, computers, projectors, etc.)						
7. Encouraged my participation						
8. Handled questions and discussions effectively						
9. Created a non-threatening environment where mistakes were used constructively to learn						
10. Overall satisfaction with the facilitator(s)						

What did this Facilitator do particularly well? \_\_\_\_\_

What suggestions do you have to help this Facilitator improve their performance?

\_\_\_\_\_



# FEEDBACK ON THE COURSE LOGISTICS

Check the box that best describes your level of satisfaction with the course logistics:

5 VERY SATISFIED	4 SATISFIED	3 NEUTRAL	2 DISSATISFIED	1 Very Dissatisfied	N/A Not Applicable				
				5	4	3	2	1	N/A
1. Clarity and promptness of information was provided to you <i>about course location, date and time</i>									
2. Physical classroom setting <i>(room size, lighting, temperature, etc.)</i>									
3. Overall satisfaction with course logistics									

General Comments: \_\_\_\_\_  
 \_\_\_\_\_

**If we may contact you to discuss your evaluation, please provide your:**

Name: \_\_\_\_\_ Tel. No: \_\_\_\_\_

## Appendix F: Sample Level 2 Evaluation

### Competency-Based Assessment Sample

**Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Manager:** \_\_\_\_\_

#### Overview

This competency-based assessment will identify your level of competency for your Personal Attributes.

The information will help you to identify skill gaps, develop a developmental learning plan to meet your career goals, and help target department- and organization-wide learning initiatives. The personal information contained in this assessment is confidential, and will only be viewed by you and your direct supervisor.

#### Instructions

1. Read through the competency set and indicate your competency rating, using the competency rating scale as your benchmark.
2. Review the required level of proficiency compared to your position. If your position requires a higher level of proficiency than you currently possess, consult the learning courses and on-the-job developmental activities columns, as well as competency/course matrix summaries to identify the means to increase your competency level.
3. Review your assessment with your manager and complete a learning and development plan to cover of the most critical competencies you should develop related to your *current job position*.

**Competency Rating Scale**

Competency Level	Experience Level	Proficiency Level	Education Level
<b>Level 1</b> Limited or no knowledge	<b>None</b> I have never practice this skill nor could I do this task without assistance	Knowledge and Comprehension	Basic Introductory
<b>Level 2</b> Good working knowledge in the subject area	<b>No Direct</b> I could complete the task without assistance	Application on the Job	Formal Entry Level
<b>Level 3</b> Fully competent in the subject area	<b>On-the-Job Practical</b> I have personal knowledge and experience on the job doing this task	Integration into the Business  Conceptual Reasoning / Synthesis and Application	Formal Entry Level & On-the-Job Training
<b>Level 4</b>	<b>Extensive</b>	Evaluation	Advanced Topics /

Considered and recognized as an expert in the subject area	I train others on this capability	Mastery Level	Certification
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Competency Category: Personal Attributes

Required Level	Competency	Competency Rating Level				On-the-Job Experience for Competency Development	Related Learning Course/Intervention for Competency Development
Executive		Level 1	Level 2	Level 3	Level 4		
Manager							
Supervisor							
Personal Effectiveness							
	<b>Influence</b> Speaks out for own ideas or viewpoint, even when controversial.						
	<b>Managing Change</b> Works effectively in situations involving rapid change, shifting priorities, and/or simultaneous demands.						
	<b>Resilience</b> Persists and continues to strive for a goal, despite obstacles and setbacks.						
	<b>Initiative</b> Seeks out new responsibilities and willingly gets involved.						
	<b>Adaptability</b> Maintains effectiveness in varying environments and with different tasks, responsibilities and people.						

GRANT MANAGEMENT AND CONSULTING SERVICES

Required Level	Competency	Competency Rating Level				On-the-Job Experience for Competency Development	Related Learning Course/Intervention for Competency Development
		Level 1	Level 2	Level 3	Level 4		
Executive							
Manager							
Supervisor							
	<b>Energy</b> Maintains a high activity and/or concentration level for an extended period of time.						
	<b>Integrity</b> Maintains and promotes social, ethical and firm values in conducting internal and external business activities.						
	<b>Analyzing and Solving Problems</b> Considers and evaluates all relevant factors when making decisions.						
	<b>Team work</b> Supports team leader while working cooperatively with others, gets involved, and is accepted by colleagues.						
	<b>Communication</b> Expresses oral and written ideas clearly, convincingly and concisely.						
<b>Continuous Learning</b>							
	Demonstrates a commitment to acquiring new capabilities, and is constantly striving to improve own performance.						

GRANT MANAGEMENT AND CONSULTING SERVICES

Required Level	Competency	Competency Rating Level				On-the-Job Experience for Competency Development	Related Learning Course/Intervention for Competency Development
Executive	Solicits performance feedback from colleagues and reviewers, and acts on areas for development.	Level 1	Level 2	Level 3	Level 4		
Manager							
Supervisor							
Leadership							
	Understands and demonstrates commitment to achieving vision and strategic imperatives.						
	Understands values and exhibits behaviors that inspire trust and confidence of team members and clients.						
Client Service							
	Develops effective working relationships with clients.						
	Identifies client needs and responds quickly with recommended solutions.						
Business Management							
	Acts in accordance with legal, regulatory, and internal risk management requirements; consults with others as appropriate.						
	Delivers projects/engagements on time, within budget and to the client's full satisfaction.						



GRANT MANAGEMENT AND CONSULTING SERVICES

Required Level	Competency	Competency Rating Level				On-the-Job Experience for Competency Development	Related Learning Course/Intervention for Competency Development
Executive		Level 1	Level 2	Level 3	Level 4		
Manager							
Supervisor							
Business Development							
		Understands and talks knowledgeably about products and services and their value.					
		Constantly seeks opportunities to provide value-added service to clients.					
Technical Expertise							
		Demonstrates competence in own area of expertise.					
		Keeps professional knowledge current.					
Innovation and Knowledge Sharing							
		Shares information, knowledge and ideas that may help others succeed.					
		Embraces new ideas and approaches.					

## Appendix F: Sample Level 3 Evaluation

### Application of Knowledge Back on the Job

Facilitator: \_\_\_\_\_

Date: \_\_\_\_\_

Specific Task	Prepared	Use	Importance
	How well did the training course prepare you to perform this task?	How often do you use this knowledge or skill on the job?	How important is this knowledge or skill to your job?
<i>State specific task here.</i>	<input type="checkbox"/> Poorly <input type="checkbox"/> Somewhat <input type="checkbox"/> Very well	<input type="checkbox"/> Seldom <input type="checkbox"/> Sometimes <input type="checkbox"/> Very often	<input type="checkbox"/> Not at all <input type="checkbox"/> Somewhat <input type="checkbox"/> Very much
<i>State specific task here.</i>	<input type="checkbox"/> Poorly <input type="checkbox"/> Somewhat <input type="checkbox"/> Very well	<input type="checkbox"/> Seldom <input type="checkbox"/> Sometimes <input type="checkbox"/> Very often	<input type="checkbox"/> Not at all <input type="checkbox"/> Somewhat <input type="checkbox"/> Very much
<i>State specific task here.</i>	<input type="checkbox"/> Poorly <input type="checkbox"/> Somewhat <input type="checkbox"/> Very well	<input type="checkbox"/> Seldom <input type="checkbox"/> Sometimes <input type="checkbox"/> Very often	<input type="checkbox"/> Not at all <input type="checkbox"/> Somewhat <input type="checkbox"/> Very much
<i>State specific task here.</i>	<input type="checkbox"/> Poorly <input type="checkbox"/> Somewhat <input type="checkbox"/> Very well	<input type="checkbox"/> Seldom <input type="checkbox"/> Sometimes <input type="checkbox"/> Very often	<input type="checkbox"/> Not at all <input type="checkbox"/> Somewhat <input type="checkbox"/> Very much
<i>State specific task here.</i>	<input type="checkbox"/> Poorly <input type="checkbox"/> Somewhat <input type="checkbox"/> Very well	<input type="checkbox"/> Seldom <input type="checkbox"/> Sometimes <input type="checkbox"/> Very often	<input type="checkbox"/> Not at all <input type="checkbox"/> Somewhat <input type="checkbox"/> Very much
Comments or suggestions:			

## Approach

GMAC/s systems approach to evaluation is a flexible, problem-solving model that integrates evaluation strategy to adjust to specific requirements in a real time manner.

The evaluation strategy for the Apprenticeship model will comprise of the following components:

- A **daily participant evaluation** to gather participants' reaction to the program. This evaluation will be administered at the end of each day. This will be conducted via a paper-based evaluation form.
- A **weekly participant evaluation** to gather participants' reaction to the program to be administered at the end of the week (Friday afternoon). This will be conducted via a paper-based evaluation form.
- A **cohort participant evaluation** to gather participants' reaction to the three-week cohort. This evaluation will be administered on the last Friday afternoon of the cohort. This will be conducted via a paper-based evaluation form.
- A **return-on-investment (ROI) evaluation** will be performed to assess the value and worth of the Apprenticeship Model. There will be a pre- and post-assessment, as well as the solicitation of subject-based information upon completion of the program overall. These assessments will be paper-based.
- **Imbedded testing** will be deployed throughout each of the individual sessions throughout the entire Apprenticeship Development Program. The output of the imbedded testing will provide the means for the facilitator(s) to provide immediate confirmation and feedback to participants as part of the program learning strategy.
- **Coaching Evaluation** will be deployed to provide the means for participants to give feedback to the coach regarding the value and worth of the coaching session.

GMAC's Project Lead will analyze the data and manage the quality assurance aspects of the evaluation process for the project.

## Evaluation Strategies

### 1.1 Daily Participant Evaluation

Daily Participant Evaluation Strategy	
<b>Purpose</b>	The purpose of this evaluation is to gather participants' reaction to the Apprenticeship Model at the end of each day. The sentence completion format has been designed to encourage thoughtful, analytic responses to obtain open-ended feedback from participants to make quality improvements to the program in a real time manner as appropriate and address any immediate items that may arise.
<b>What data and information will be gathered?</b>	
<b>Who is responsible at each step of the evaluation?</b>	Facilitator will distribute the evaluation to participants at the end of the day. Participants will fill out the evaluation and return the completed form to the Facilitator.
<b>Where will the information be collected?</b>	The information will be collected in the classroom via the paper-based instrument by the Facilitator and then distributed to the Project Manager/GMAC.
<b>When will the measurement occur?</b>	End of the day.
<b>Who should the data be reported to?</b>	GMAC will review with Workforce Connections Manager and Project Manager.
<b>How will the data be analyzed?</b>	Senior Learning Consultant will review the feedback and handle any items as appropriate daily. GMAC will analyze and integrate the feedback into the overall formative feedback analysis for action as required.
<b>How will the data be used?</b>	To manage the quality of the program by addressing any items that arises in a real time manner and by making any quality adjustments as appropriate.

## 1.2 Post-Module Participant Evaluation

Weekly Participant Evaluation Strategy	
<b>Purpose</b>	The purpose of this evaluation is to gather participant's reaction to the Program at the end of the week.
<b>What data and information will be gathered?</b>	
<b>Who is responsible at each step of the evaluation?</b>	Facilitator will distribute the evaluation at the end of the week. Participants will fill out the evaluation and return the completed evaluation to Facilitator. Facilitator will review the feedback and send copies to the Project Manager/GMAC
<b>Where will the information be collected?</b>	The information will be collected in the classroom via the paper-based instrument by the Facilitator and then distributed to the Project Manager/GMAC.
<b>When will the measurements occur?</b>	End of the week (Friday).
<b>Who should the data be reported to?</b>	GMAC will review with Workforce Connections and Project Manager.
<b>How will the data be analyzed?</b>	Senior Learning Consultant will review feedback and handle any items as appropriate daily. GMAC will analyze and integrate the feedback into the overall formative feedback analysis for action as required.
<b>How will the data be used?</b>	To manage the quality of the program by addressing any items that arise in a real time manner and to make any quality adjustments as appropriate.

## 1.3 Post-Cohort Participant Evaluation

Cohort Participant Evaluation Strategy	
<b>Purpose</b>	The purpose of this evaluation is to gather participant's reaction to the LPD at the end of the Cohort.
<b>What data and information will be gathered?</b>	
<b>Who is responsible at each step of the evaluation?</b>	Facilitator will distribute the evaluation at the end of the Cohort. Participants will fill out the evaluation and return the completed evaluation to Facilitator. Facilitator will review the feedback and send copies to the Project Manager/Project Lead.
<b>Where will the information be collected?</b>	The information will be collected in the classroom via the paper-based instrument by the Facilitator and then distributed to the Project Manager/GMAC.
<b>When will the measurements occur?</b>	End of the Cohort.
<b>Who should the data be reported to?</b>	GMAC will review with Workforce Connections and Project Manager.
<b>How will the data be analyzed?</b>	Senior Learning Consultant will review feedback and handle any items as appropriate daily. GMAC will analyze and integrate the feedback into the overall formative

	feedback analysis for action as required.
<b>How will the data be used?</b>	To manage the quality of the program by addressing any items that arise in a real time manner and to make any quality adjustments as appropriate.

#### 1.4 Return-On-Investment Evaluation

<b>Return-On-Investment Program Evaluation Strategy</b>	
<b>Purpose</b>	The purpose of this evaluation is to gather data and information upon completion of the Apprenticeship Model to assess the value and worth of the program; more specifically, did participant's increase and apply their leadership knowledge and skills back on the job.
<b>What data and information will be gathered?</b>	
<b>Who is responsible at each step of the evaluation?</b>	Facilitator will distribute the pre-assessment to participants at the beginning of the Cohort. Participants will complete the pre-assessment and hand it to the Facilitator. This process will be repeated at the end of the Cohort as a post-assessment.
<b>Where will the information be collected?</b>	Information will be collected in the classroom via the paper-based instrument by the Facilitator and then distributed to the Project Manager/GMAC at the beginning of the cohort (pre-assessment).  Information will be collected in the classroom via the paper-based instrument by the Facilitator and then distributed to the Project Manager/GMAC at the end of the cohort (post-assessment).  Upon completion of all cohorts, data will be gathered from client staff (to be identified) in order to gather subjective-based input to assess the value and worth of the Apprenticeship program overall.
<b>When will the measurement occur?</b>	Pre-Assessment - at the beginning of the Cohort. Post-Assessment - at the end of the Cohort. At the end of the entire Apprenticeship Program.
<b>Who should the data be reported to?</b>	GMAC will review with Workforce Connections and Project Manager.
<b>How will the data be analyzed?</b>	GMAC will analyze integrate the feedback into the overall summative feedback analysis for presentation to the Workforce Connections.
<b>How will the data be used?</b>	To assess the value and worth of the Apprenticeship Model

#### 1.5 Imbedded Testing

Imbedded testing will be deployed throughout the entire Apprenticeship Model program to test for knowledge. This will provide the means for the facilitators to give participants immediate confirmation and feedback to support the learning process.



In closing, we feel strongly with our breadth of expertise, demonstrated commitment to understanding the issues that youth and adults face with employment, mental health, the impact businesses can have on the environment and the economy – we feel we are the perfect match as a partner with Workforce Connections. Thank you for reading our response to your RFP and we believe we have answered fairly, created avenues to save resources and demonstrated that we are the right firm for this most important task.

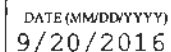
## **Attachment C**

### **Schedule of Compensation**

PSA	Term		Amount
	Start	End	
Original	09-01-2016	08-31-2017	\$100,000.00
			=====
			=====
Total PSA amount for this project shall not exceed:			\$100,000.00

## **Attachment D**

### **Copy of Insurance & Business License**



The ACORD name and logo are registered marks of ACORD

# SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

**GRANT MANAGEMENT AND CONSULTING SERVICES INC.**

Nevada Business Identification # NV20161555862

**Expiration Date: September 30, 2017**

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on September 20, 2016

*Barbara K. Cegavske*

BARBARA K. CEGAVSKE  
Secretary of State

***You may verify this license at [www.nvsos.gov](http://www.nvsos.gov) under the Nevada Business Search.***

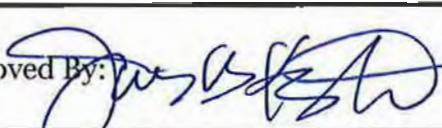
License must be cancelled on or before its expiration date if business activity ceases.  
Failure to do so will result in late fees or penalties which by law cannot be waived.



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Professional Service Agreement (PSA) – Request				
Request Date: <b>09-21-2016</b>		WC Staff: Ricardo Villalobos		
Contractor:	Grant Management Consulting Services, Inc.			
Project:	Workforce Development Practitioner Apprenticeship Program - WDPAP			
New:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Type of Procurement:	<input checked="" type="checkbox"/> RFB <input type="checkbox"/> Sole Source <input type="checkbox"/> Other	
(if other please specify): N/A				
Amendment:	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Original PSA		
PSA ID:	WC-16-PSA-WDPAP-GMCS-00			
Board Approval Date: <b>08-23-2016</b>				
Amount	New:	<b>\$100,000.00</b>	Total Contract	<b>\$100,000.00</b>
	Additional:	N/A		
Term Changed:	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Start Date: <b>09-01-2016</b>	End Date: <b>08-31-2017</b>	
Budget Changed:	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	New		
SOW Changed:	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	New		
Comments: Request for bid released (RFB) on 06-20-2016/RFB closed on 06-24-2016.				
Approved By: 		Date: <b>9/21/16</b>		





I have read and reviewed the listed Amendment **No. 1** to Professional Service Agreement (PSA), and it is approved for final signatures.

Contractor Name: Grant Management And Consulting Services, Inc.


PSA ID Number: **WC-16-PSA-WDPAP-GMCS-01**

Project Name: Workforce Development Practitioner Apprenticeship Program - WDPAP

**Authorized Signatures**

Jim Kostecki  
Workforce Connections  
Chief Financial Officer (CFO)  
Interim Executive Director

 6/13/17  
Date:

Workforce Connections – Contracts	
Documentation processed and prepared by:	Emilio Pias Workforce Connections Quality Assurance
Date: <b>June 13, 2017</b>	Signature: 

## Professional Service Agreement - Amendment/Modification

<b>Parties to the Professional Service Agreement:</b>	Workforce Connections 6330 West Charleston Blvd. Suite 150 Las Vegas Nevada 89146 Telephone: (702) 638-8750 Fax: (702) 638-8774			PSA No. <b>WC-16-PSA-WDPAP-GMCS-01</b>	
				Modification No. <b>1</b>	
	<b>Contractor:</b> Grant Management Consulting Services, Inc. 2764 N. Green Valley Pkwy, Unit 264 Henderson, Nevada 89014 Telephone: (702) 439-5989 <a href="mailto:opgconsulting@gmail.com">opgconsulting@gmail.com</a>			Modification Start Date: <b>September 01, 2017</b>	
				Modification End Date: <b>June 30, 2018</b>	
<b>Purpose of PSA:</b>	Workforce Development Practitioner Apprenticeship Program				
<b>Modification Amounts:</b>		<b>Amount</b>			<b>Total</b>
	Original obligation amount:	\$100,000.00	=====	=====	\$100,000.00
	Amended obligation amount:	\$80,000.00	=====	=====	\$80,000.00
	The amended amount reimbursed as a result of this modification shall not exceed:	\$180,000.00	=====	=====	\$180,000.00
<b>Terms and Conditions of Modifications:</b>	Was the PSC body amended in any other manner? (if yes please attach amended section)			Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	
	Was attachment "A" amended? (if yes please attach amended section)			Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	
	Was attachment "B" amended? (if yes please attach amended section)			Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	
	Was attachment "C" amended? (if yes please attach amended section)			Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	
	Was attachment "D" amended? (if yes please attach amended section)			Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	
	Comments: <ul style="list-style-type: none"> <li>Amendment to Professional Service Agreement (PSC);</li> <li>See attachments included with this form; and</li> <li>Notice of amendment included.</li> </ul>				
<b>"All other terms and conditions not changed by this (or prior) amendment(s) remain in full force and effect."</b>					
<b>Acceptance</b>	In witness hereof, the parties have affixed their authorized signatures on the day, month and year written below.				
<b>Contractor Approval:</b>  _____ Signature of Contractor Authorized Officer      Date <u>8-15-17</u> <b>CEO, Oscar P. Grant</b> _____ Printed or Typed Name and Title			<b>Workforce Connections Approval:</b>  _____ Signature of WC Authorized Officer      Date <u>8/16/17</u> <b>Jim Kostecki</b> _____ Printed or Typed Name and Title		



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## **Notice of Amendment**

**Date: Tuesday, June 13, 2017**

**Grant Management and Consulting Services, Inc.**

**Professional Service Agreement (PSA)**

**WC-16-PSA-WDPAP-GMCS-01**

**Amendment to PSA No. 1**

### **Terms and conditions of modification:**

The PSA between Workforce Connections (WC) and Grant Management and Consulting Services, Inc. (the Contractor) which was executed by the parties on **September 29, 2016** and subsequently amended on **June 13, 2017** is hereby amended by mutual agreement.

For and in consideration of mutual promises and their valuable consideration, all provisions and assurances of the original agreement or subsequent amendments remain in full force and effect with the exception of changes specified in this amendment.

It is mutually understood and agreed by the undersigned contracting parties to amend the previously executed PSA as follow:

#### **This amendment changes the following:**

**1. Section III Additional Provisions and Assurances**

Item "A" – Term is replaced in its entirety with the following:

Time shall be of the essence of this agreement and the Contractor agrees to satisfactorily complete all services and work within the time established in the Scope of Services.

**Agreement Start Date: 09-01-2016**

**Agreement End Date: 06-30-2018**

**Condition:** This agreement may be extended. An approved extension, along with a payment schedule adjustment, will be in effect upon an amendment to this agreement executed by both parties. The agreement extension shall be approved by WC Executive Director and shall not render ineffective or invalidate unaffected portions of this agreement.

**2. Sec. II Compensation**

Item "A" – Agreement Sum – is replaced in its entirety with the following:

For the services rendered pursuant to this agreement, the Contractor shall be compensated in accordance with the **"Schedule of Compensation"** attached hereto as Attachment "C" and incorporated herein by this reference. Compensation may include reimbursement for actual and necessary expenses if specified in the Schedule of Compensation.

The maximum payment under this agreement for services and, if authorized, reimbursement shall not exceed **\$180,000.00**.

*6350 W. Charleston Blvd, Suite 130, Las Vegas, NV 89116 Phone: (702) 638-8750 Fax: (702) 638-8751*



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**3. Attachment "C" Schedule of Compensation (SOC)**

**Replaced in its entirety. See attachment "C" which include additional PSA amount.**

**Incorporated documents to this notice:**

PSA amendment paperwork

Attachment "C" SOC

As always Workforce Connections appreciates your services and valuable time.

For more information with respect to this PSA amendment please contact

Emilio Pias at: [epias@nvworkforceconnections.org](mailto:epias@nvworkforceconnections.org)

## Attachment C

### Schedule of Compensation

PSA	Term		Amount
	Start	End	
Original	10-01-2016	09-30-2017	\$100,000.00
Amendment No. 1	09-01-2017	06-30-2018	\$80,000.00
			=====
			=====
			=====
			=====
<b>Total PSA amount for this project shall not exceed:</b>			<b>\$180,000.00</b>

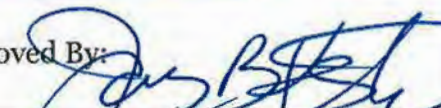




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LOCAL GOVERNMENTS - JOINTLY BY

Connecting Employers to a Ready Workforce

Professional Service Agreement (PSA) – Request				
Request Date: <b>June 13, 2017</b>		WC Staff: Jim Kostecki		
Contractor:	Grant Management Consulting Services, Inc.			
Project:	Workforce Development Practitioner Apprenticeship Program - WDPAP			
New:	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Type of Procurement:	<input type="checkbox"/> RFB <input type="checkbox"/> Sole Source <input type="checkbox"/> Other	
(if other please specify): N/A				
Amendment:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>		Amendment No. <b>1</b>	
PSA ID:	<b>WC-16-PSA-WDPAP-GMCS-01</b>			
LEOs Approval Date: <b>May 23, 2017</b>				
Amount	New:	<b>N/A</b>	Total Contract	<b>\$180,000</b>
	Additional:	<b>\$80,000</b>		
Term Changed:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Start Date: <b>09-01-2017</b>	End Date: <b>06-30-2018</b>	
SOC Changed:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Modified Schedule of Compensation (SOC) is attached to the amendment paperwork		
SOW Changed:	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>			
Comments: This modification to the PSA was originated by WC. This amendment extend the term (as indicated above) and increases the PSA from <b>\$100,000</b> to <b>180,000</b> .				
Approved By: 		Date: <b>6/13/17</b>		





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I have read and reviewed the listed below Professional Service Agreement (PSA), and it is approved for final signatures.

Contractor Name: **Allied Universal Security Services.**

PSA Number: **WC-17-PSA-AUSS-Y1-00**

Program/Project Name: **Security Services for WC and the One-Stop center**

**Authorized Signatures**

Jim Kostecki  
Workforce Connections  
Chief Financial Officer

4/17/17

Date:

Jaime Cruz  
Workforce Connections  
Executive Director

11-17-17

Date:

**Workforce Connections – Contracts**

Documentation processed and prepared by:

Emilio Pias  
Workforce Connections Quality Assurance

Date: **November 17, 2017**

Signature:



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**WC-17-PSA-AUSS-Y1-00**

## **Professional Services Agreement**

This Professional Service Agreement (PSA) is made and entered into as of this **1st day of October, 2017**, by and between the Local Workforce Development Board (LWDB), the administrative entity for local workforce investment activities, hereinafter referred to as Workforce Connections (WC), and **Universal Protection Services, LLC dba Allied Universal Security Services**, whose mailing address is **PO Box 31001-2374, Pasadena, CA 91001**, hereinafter referred to as "Contractor". The parties hereto agree as follows:

### **I. Scope of Services.**

In compliance with all terms and conditions of this agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as **Attachment B** and incorporated herein by this reference. Services may be referred to herein as the "services" or "work" hereunder.

#### **A. Compliance with the Law.**

All services rendered hereunder shall be provided in accordance with all statutes, rules and regulations of WC and any Federal or State agency having jurisdiction in effect at the time services are rendered.

#### **B. Licenses, Permits, Fees and Assessments.**

Contractor shall obtain, at its sole cost and expense, such licenses, permits, insurance and approvals as may be required by law for the performance of the services described in this agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services described in this agreement, and shall indemnify, defend and hold harmless WC against any such fees, assessments, taxes penalties or interest levied, assessed or imposed.

#### **C. Incorporated Documents.**

Assurances and Certifications	<b>Attachment A</b>
Scope of Services	<b>Attachment B</b>
Cost Schedule and Contract Agreement Summary	<b>Attachment C</b>
Copy of Insurance(s)	<b>Attachment D</b>

#### **D. Entire Agreement.**

This agreement and its integrated attachments constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this agreement specifically displays a mutual intent to amend a particular part of this agreement, general conflicts in language between any such attachment and this agreement shall be construed consistent with the terms of this agreement. Unless otherwise expressly authorized by the terms of this agreement, no modification or amendment to this agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties.



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**E. Waiver of Contractual Rights.**

The failure of any party to enforce any provision of this agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

**F. Insurance Requirement and Indemnification.**

Contractor and subcontractors, if any, shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this agreement and in no way limit the indemnity covenants contained in this agreement. WC in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this agreement by the Contractor, his agents, representatives, employees or subcontractors, if any, and Contractor is free to purchase additional insurance as may be determined necessary.

**Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**1. Commercial General Liability.**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

▪ General Aggregate	\$10,000,000
▪ Products – Completed Operations Aggregate	\$10,000,000
▪ Personal and Advertising Injury	\$10,000,000
▪ Each Occurrence	\$10,000,000

- a) The policy shall be endorsed to include errors and omissions coverages.
- b) Policy shall be endorsed to include master key coverage.
- c) Policy shall be endorsed to include coverage for "care-custody-control" of property of others.
- d) Policy shall include coverage for the operation of mobile equipment (as required as part of the Scope of Service)
- e) WC must be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, to the extent of the insurance limits agreed to in this agreement. WC may be made an additional insured by an appropriate blanket endorsement.

**2. Automobile Liability.**

Bodily Injury and Property Damage for any Contractor owned, WC owned, non-owned and hired vehicles used in the performance of this agreement.

▪ Combined Single Limit (CSL)	\$2,000,000
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### **WC-17-PSA-AUSS-Y1-00**

WC must be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, WC owned, leased, hired or borrowed by the Contractor, to the extent of the insurance limits agreed to in this agreement. WC may be made an additional insured by an appropriate blanket endorsement.

#### **3. Worker's Compensation and Employers' Liability.**

Workers' Compensation

Statutory

Employers' Liability

- |                           |           |
|---------------------------|-----------|
| ▪ Each Accident           | \$100,000 |
| ▪ Disease – Each Employee | \$100,000 |
| ▪ Disease – Policy Limit  | \$500,000 |

- a) Policy shall contain a waiver of subrogation against WC.
- b) This requirement shall not apply when the Contractor or subcontractor, if any, is exempt under N.R.S., and when such Contractor or subcontractor, if any, executes the appropriate sole proprietor waiver form.

#### **4. Fidelity Bond or Crime Insurance**

Bond or Policy Limit

\$50,000

- a) The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- b) The bond or policy shall include coverage for third party fidelity.
- c) The bond or policy shall include coverage for extended theft and mysterious disappearance.
- d) The bond or policy shall not contain a condition requiring an arrest and conviction.

#### **5. Additional Insurance Requirements.**

The policies shall include, or be endorsed to include, the following provisions:

- a) The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- b) Notice of Cancellation  
Contractor's insurance policies required by the insurance provisions of this agreement shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the WC, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Workforce Connections, Attention: Quality Assurance, 6330 West Charleston Blvd., Suite 150, Las Vegas, NV 89146**. Should Contractor fail to provide WC timely notice, Contractor will be considered in breach and subject to cure provisions set forth within this contract.
- c) Acceptability of Insurers  
Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada. WC in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**WC-17-PSA-AUSS-Y1-00**

- d) **Verification of Coverage**  
Contractor shall furnish WC with certificates of insurance as required by this agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- e) All certificates and any required endorsements are to be received and approved by the WC before work commences. Each insurance policy required by this agreement must be in effect at or prior to commencement of work under this agreement and remain in effect for the duration of the agreement. Failure to maintain the insurance policies as required by this agreement or to provide evidence of renewal is a material breach of agreement.
- f) All certificates required by this agreement shall be sent directly to **Workforce Connections, Attention: Quality Assurance, 6330 West Charleston Blvd., Suite 150, Las Vegas, NV 89146**. WC reserves the right to require complete, certified copies of all insurance policies required by this agreement at any time.
- g) **Subcontractors**  
Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to WC separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**6. Indemnification.**

To the fullest extent of limited liability as set forth in this section, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise exist as to any party or person described in this paragraph. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party with thirty (30) days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

The local Workforce Development Board (LWDB)/Workforce Connections, its sub-recipients, contractors, sub-contractors down to the lowest tier, shall hold the Local Elected Officials (LEOs), the respective counties and cities, their officers, agents, and employees harmless from any and all claims, court costs, fees and penalties, settlements, judgements, legal costs and any other liabilities of any kind arising from the management of and any activities relating to the Local Workforce Development Area (LWDA).

**II. Compensation.**

**A. Agreement Sum.**

For the services rendered pursuant to this agreement, the Contractor shall be compensated in accordance with the "**Cost Schedule**" attached hereto as **Attachment C** and incorporated herein by this reference. Compensation may include reimbursement for actual and necessary expenses as specified in the Cost Schedule. The maximum payment under this agreement for services and, if authorized, reimbursement shall not exceed **\$170,000.00**.





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**WC-17-PSA-AUSS-Y1-00**

**B. Method of Payment.**

Unless some other method of payment is specified, Contractor shall submit to WC, an invoice for services rendered, including appropriate documentation of each expense incurred. WC generally will process and pay invoices within 15 business days from receipt.

**C. Audit of Records.**

Contractor shall maintain complete and accurate records of all expenditures, disbursements, and other cost items charged to WC for establishing the basis of an invoice, for a minimum of five (5) years from the date of final payment to Contractor. All such records shall be clearly identifiable.

Furthermore, the Contractor will give WC, the Comptroller General of the United States, the Inspector General of the United States, the Department of Labor (DOL) and, as appropriate, the State through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Contractor shall allow WC representatives to inspect, examine, copy and audit such records during regular business hours upon 72 hours' notice.

**III. Additional Provisions and Assurances.**

**A. Term.**

Time shall be of the essence of this agreement and the Contractor agrees to satisfactorily complete all services and work within the time established in the Scope of Services.

**Agreement Start Date: 10-01-2017**

**Agreement End Date: 09-30-2018**

**Condition:** This agreement may be extended. An approved extension, along with a payment schedule adjustment, will be in effect upon an amendment to this agreement executed by both parties. The agreement extension shall be approved by WC Executive Director and shall not render ineffective or invalidate unaffected portions of this agreement.

**B. Termination.**

**1. Termination for Cause.**

WC may terminate this agreement in whole, or in part, at any time, whenever it is determined that the Contractor has failed to comply with the terms of the agreement, whether stated in an assurance, certification, Scope of Services, or elsewhere.

WC shall promptly notify the Contractor in writing of the determination and the reason(s) for the termination, together with the effective date for the termination of the PSA.

Upon receipt of notice of termination, the Contractor shall immediately stop all services. The Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by WC in accordance with the Scope of Services.

**2. Termination for Convenience.**

WC may terminate this agreement in whole, or in part, at any time if WC determines that the termination of this agreement is in the best interest of WC. Upon receipt of notice of termination and effective date, the Contractor shall immediately stop all services on effective date. The Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by WC in accordance with the Scope of Services.





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**3. Termination for Non-appropriation.**

The continuation of this agreement beyond the current term is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State and/or Federal sources. WC may terminate this agreement, and the Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason WC's funding from State and/or Federal sources is not appropriated or is withdrawn, limited, or impaired.

**C. Responsibility upon termination.**

Any equipment provided by WC to the Contractor in connection or furtherance of Contractor's services or work under this agreement including, but not limited to, access keys, computers, laptops, and tools shall immediately upon termination of this agreement, be returned to WC.

**D. Prohibition against Subcontracting or Assignment.**

Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of WC. In addition, neither this agreement nor any interest herein may be transferred, assigned, conveyed or encumbered voluntarily or by operation of law, without the prior approval of WC. In the event of any such unapproved transfer, this agreement shall be void. No approved transfer shall release the Contractor or any warranty of Contractor of any liability as provided under the terms of this agreement.

**E. Independent Contractor.**

Contractor is an independent Contractor. Neither contractor nor any of contractor's officers, employees, agents or subcontractors, if any, is an employee of WC by virtue of this agreement or performance of any services under this agreement.

**F. Severability.**

If any provision contained in this agreement is held to be unenforceable by a court of law or equity, this agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision of this agreement unenforceable.

**G. Failure to Perform.**

Failure by Contractor to fulfill any or all of the services as specified in the scope of services constitutes breach of agreement. WC may seek, without limitation, the following remedies:

1. WC will make reasonable effort to assist Contractor in meeting its obligations;
2. Withhold payment until WC considers the Contractor to be in compliance;
3. Withhold an amount equal to the unmet portion of the total amount agreed to the Contractor; or
4. Terminate agreement if, within 30 business days of an issue being identified/addressed, Contractor remains unable to comply.



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**H. Force Majeure.**

Neither party shall be deemed to be in violation of this agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms and conditions of this agreement after the intervening cause ceases.

**I. Changes in Work.**

No payment for changed or additional work impacting the contract amount shall be made unless first approved in writing by WC Executive Director or designee and the parties to this agreement have agreed upon the appropriate adjustments/amendments. WC Executive Director or designee may order changes to the scope of work if determined to be appropriate and in the best interest of WC.

Whether a change to the scope of work is proposed by the Contractor or ordered by WC Executive Director or designee, the parties to this agreement shall, in good faith, negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work/services.

An approved change, along with the payment adjustment, if any, will be effective upon an amendment to this agreement executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this agreement.

**J. Workplace Behavior.**

Contractor, Contractor's employees, agents and subcontractors, if any, shall comply with WC's alcohol and drug-free workplace policy, and other rules and regulations governing work place safety, conduct, and behavior, for any portion of the work performed on the premises of WC or while using WC's facilities or equipment.

**IV. Confidentiality.**

**A. Confidential Nature of Information.**

Contractor shall treat all information obtained from WC in the performance of this agreement as confidential and proprietary to WC. Contractor shall treat all records and work product prepared or maintained by contractor in the performance of this agreement as confidential.

**B. Limitation and Disclosure.**

Contractor hereby agrees that it will not use any information obtained as a result of the performance of work for any purpose other than fulfillment of contractor's scope of work. Contractor will not disclose any information prepared for WC, or obtained from or as a result of the performance of work to any person other than WC, or its own employees, agents or sub-contractors who have a need for the information for the performance of work under this agreement unless disclosure is specifically authorized in writing by WC Executive Director.

**C. Security of Information.**

Contractor hereby agrees to inform WC immediately of any request for disclosure of information or any actual or potential disclosure of information.



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**V. Conflict of Interest.**

Contractor shall not attempt to use contractor's position to influence a WC decision in which contractor knows or has reason to know Contractor has a direct or indirect financial interest other than the compensation promised by this agreement. Contractor will immediately inform WC's Executive Director if Contractor learns of a financial interest of the Contractor during the term of this agreement that might create an actual or apparent conflict of interest.

**VI. Fair Employment Practices.**

Contractor assures and agrees to protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination or abridgment on account of race, color, ethnicity, national origin, religion, ancestry, creed, physical disability, medical condition, marital status, sex, age, or other status protected from workplace discrimination by Federal, State or local law or regulation.

**VII. Claims.**

Should any claim or action be brought, either directly or indirectly relating to the Contractor's services or work under this agreement, the Contractor shall render to WC, without compensation, any proper and necessary assistance which WC may require.

**VIII. No Third Parties and/or Waiver of Statutory Immunities.**

Notwithstanding any provision herein to the contrary, this agreement is entered into solely for the benefit of the contracting parties, and nothing in this agreement is intended, either expressly or implied, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this agreement or to acknowledge, establish or impose any legal duty to any third party.

**IX. Dispute Resolution.**

In the event of a dispute between the Contractor and WC that cannot be resolved satisfactorily between the parties, third party mediation shall be commenced and concluded utilizing a mediator acceptable to the Contractor and WC prior to pursuing either arbitration or legal action. Fees for mediation shall be shared equally between the Contractor and WC. Any legal action brought by the Contractor or its representatives, if any, shall be made in Clark County Nevada. In the event of either arbitration or litigation the prevailing party shall be entitled to an award of attorney's fees and costs. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this agreement until the dispute is resolved.

**X. Enforcement.**

The entire agreement shall be interpreted and enforced under the laws of the State of Nevada. Any action to enforce any right or obligation under this agreement must be in a Nevada court having jurisdiction to enforce the provisions and assurances of this agreement.

**XI. Independent Parties.**

Nothing contained in this agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.



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**XII. Notice.**

Any notice or other communication either party desires or is required to provide to the other party shall be in writing and either served personally, electronically, or sent by prepaid, first class mail, addressed to the party to whom it is to be given as follows:

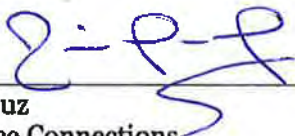
Allied Universal Security Services  
Scott Allen  
4000 S. Eastern Avenue Suite 210  
Las Vegas, NV 89119  
[Scott.allen@aus.com](mailto:Scott.allen@aus.com)

Workforce Connections  
Emilio Pias  
6330 W. Charleston Boulevard Suite 150  
Las Vegas, NV 89146  
[epias@nvworkforceconnections.org](mailto:epias@nvworkforceconnections.org)


**XIII. Proper Authority.**

The parties hereto represent and warrant that the person executing this agreement on behalf of each party has the legal capacity and authority to enter into this agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be signed and intend to be legally bound thereby.

  
\_\_\_\_\_  
Jaime Cruz  
Workforce Connections  
Executive Director

11-17-17  
Date

  
\_\_\_\_\_  
Steve Claton  
Allied Universal Security Services  
President, Southwest Region

11/15/17  
Date:

## **Attachment A**

### **Assurances and Certifications**

#### **I. Assurances**

The Contractor assures that it will fully comply with the following:

- A.** Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status as a lawfully admitted immigrant authorized to work in the United States.
- B.** Title VI of the Civil Rights Act of 1964, as amended, Public Law (PL) 88-352, 78 Stat. 252 (42 U.S.C. 2000d, et seq.), which prohibits discrimination on the basis of race, color, and national origin;
- C.** Section 504 of the Rehabilitation Act of 1973, as amended, PL 93-112, 87 Stat. 390 (29 U.S.C. 794), which prohibits discrimination against qualified individuals with disabilities;
- D.** The Age Discrimination Act of 1975, as amended, PL 94-135, 89 Stat. 728 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age; and
- E.** In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, after reasonable notice and opportunity to resolve, WC may take any and all of the following actions:
  - 1. Cancel, terminate or suspend this contract in whole or in part;
  - 2. Refer the case to the Department of Justice for appropriate legal proceedings;
  - 3. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Contractor by WC.
- F.** The Contractor assures that it will comply with safeguards against waste, fraud and abuse as set forth in applicable Federal, State and local regulations.
- G.** No person under 18 years of age shall be employed by the Contractor in any occupation which the U.S. Secretary of Labor has found to be hazardous for persons between 16 and 18 years of age.
- H.** The Contractor agrees to comply with all applicable standards, orders, or requirements 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 appropriate Federal agency and the regional office of the Environmental Protection Agency.
- I.** The Contractor will comply with all Federal statutes relating to: a) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; b) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; c) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3) as amended,



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relating to confidentiality of alcohol and drug abuse patient records; d) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; e) any other nondiscrimination provisions in the specific statute(s); and f) the requirements of any other non-discrimination statute(s) which may apply to this agreement.

- J.** The Contractor will comply with all applicable mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- K.** The Contractor will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this agreement.
- L.** The Contractor will comply with the Copeland "Anti-Kickback" Act (PL 73-324, codified at 18 U.S.C. § 874), as provided by U.S. Department of Labor (DOL) codified at Title 29 of the Code of Federal Regulations Part 3.
- M.** The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- N.** Pursuant to executive order 12928, the contractor and subcontractors, if any, are strongly encouraged to provide subcontracting to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities, and to small businesses owned and controlled by socially and economically disadvantaged individuals.
- O.** Seat Belts: Pursuant to Executive Order 13043 (April 16, 1997), Increasing the use of seat belts in the United States, the Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
- P.** Executive Order 13513: Sec.4. Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Sub-recipients.  
Contractors, subcontractors, and recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or-rented vehicles or Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order.
- Q.** The Contractor assures that it will fully comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.





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- R.** The Contractor assures that it will fully comply with established prohibitions on providing Federal funds to ACORN. Federal funds may not be provided to the Association of Community Organizations for Reform now (ACORN), or any of its affiliate, subsidiaries, allied organizations or successors.
- S.** The Contractor may not knowingly enter into a subcontract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months. The Contractor must search the System for Award Management - SAM.gov for debarred or suspended parties (e.g., individuals, corporations, entities, and principal staff of corporations or entities) prior to entering into a subcontract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation and/or entity.
- T.** The Contractor may not knowingly enter into a subcontract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- U.** No funds made available under a Federal Act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835 (b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any subsidiary of such an entity. Waivers to this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.
- V.** Violation of the Privacy Act. Federal funds cannot be used in contravention of the 5 U.S.C. §552a or regulations implementing that section. Further, The Contractor assures that it will fully comply with the recognition and safeguarding of personally identifiable information (PII) except where disclosure is allowed by prior written approval of WC or by a court order.
- W. Prohibition on Trafficking of Persons**
  - a) The Contractor, its employees, agents, subcontractors, if any, down to the lowest tier under this agreement must not:
    - 1) Engage in any form of trafficking in persons during the period of time that this agreement is in effect;
    - 2) Procure a commercial sex act during the period of time that this agreement is in effect; or
    - 3) Use forced labor in the performance of this agreement.
  - b) The Contractor assures that it will comply with safeguards against trafficking of persons.
  - c) The Contractor must inform WC immediately of any information received from any source alleging a violation of the above mentioned prohibitions. The Contractor must comply with applicable provisions of the Victims of Trafficking and Violence Protection Act of 2000 P.L. 106-386, as amended (22 U.S.C. 7104 (g)) – Prevention of Trafficking, and must include the requirements of paragraph (a) above in any subcontract down to the lowest tier.



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## **II. Certifications**

### **A. Certification Regarding Debarment and Suspension**

**[2 CFR Part 200.213]; [2 CFR Part 180]; [20 CFR 683.200 (d)]**

#### **Certification regarding debarment, suspension and other responsibility matters – primary covered transactions**

As required by Executive Order 12549 and 12689, Debarment and Suspension, and implemented at 34 CFR Part 85, Sections 85.105 and 85.510, the Contractor certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Has not, within a three-year period preceding the effective date of this agreement, had one or more public transactions (Federal, State, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to WC if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The Contractor agrees and understands that it shall not knowingly enter into any lower tier covered transaction with a person or entity who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation by any Federal department or agency.

This certification is a material representation of fact upon which reliance was placed when WC determined to enter into this agreement. If it is later determined that the prospective Contractor knowingly rendered an erroneous certification, WC may terminate this agreement.



**B. Certification Regarding Lobbying**  
**Certification for Federal Contracts, Grants, Loans, and Cooperative Agreements**

**The Contractor certifies, to the best of its knowledge and belief, according to 29 CFR Part 93 that:**

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in any subcontract at all tiers and that a subcontractor, if any, shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance by WC was placed when this agreement was made or entered into. Submission of this certification by the Contractor is a prerequisite for making or entering into this agreement imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



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**C. Certification Regarding Drug-Free Workplace**

**Contractor certifies that it will or will continue to provide a drug-free workplace according to 29 CFR Part 98 Subpart F by:**

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform its employees about:
  - a) The dangers of drug abuse in the workplace;
  - b) The Contractor's policy for maintaining a drug-free workplace;
  - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee engaged in the performance of the Contractor's agreement be given a copy of the statement required by item 1;
4. Notifying each of its employees in the statement required by item 1 that, as a condition of employment, the employee will:
  - a) Abide by the terms of the statement; and
  - b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying WC in writing within ten (10) calendar days after receiving notice under item 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to WC Executive Director or designee on the convicted employee, unless WC has designated a central point for the receipt of such notices;
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4 (b), with respect to any employee who is so convicted:
  - a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6.



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## **Attachment B**

### **Scope of Services**

The overall Scope of Work (SOW) will be to provide labor, equipment and incidentals necessary to provide appropriate armed security services at Workforce Connections' administrative offices and the comprehensive One-Stop Center both located at 6330 West Charleston Blvd., Las Vegas, Nevada, 89146.

General performance must include, but is not limited to, providing the following:

- Control of public access to the premises specified above;
- Perform inspections and investigations of all security related incidents;
- Perform detections of all matters of public safety;
- Prepare and submit written report as appropriate and requested;
- Respond immediately and appropriately to all security related events;
- Maintain a safe and secure environment for customers and employees;
- Monitor surveillance equipment;
- Inspection of premises, equipment and access points;
- Patrolling premises regularly to maintain order and establish presence;
- Notify the appropriate law enforcement agency immediately of any unlawful activity;
- Interface immediately and appropriately with any law enforcement agency responding to Workforce Connections premises;
- Be properly equipped with portable communication devices permitting communication with appropriate staff and designated contacts; and
- Assists Workforce Connections as appropriate with special events and driving the mobile one-stop.

#### **Emergencies**

Security officer shall respond to all request for emergency assistance regardless of the nature of the emergency. Upon determination of the nature of the emergency the security officer shall immediately notify the appropriate law enforcement agency.

#### **Code of Practice**

Workforce Connections promotes a safe environment for customers and staff within its premises. Security officers shall inspire respect and authority while assisting Workforce Connections in maintaining good working conditions by keeping premises safe and problem free.

At no time during the security officer's shift will any of the following be tolerated:

- Vacating his/her post without authority;
- Eating while on duty;
- Leaning against walls, doors, etc.;
- Idle talk with other security personnel, staff or visitors;
- Discourtesy or insolence to customers or staff;
- Sleeping on duty;
- Unauthorized use of telephones, computers or other office equipment;
- Failure to make a prompt and complete report of damage incurred to any property or equipment;
- Failure to report known violations of rules and regulations;
- Reading, while on duty, of any materials which are not job-related;
- Use of personal cell phone while on duty;



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- Performing the duties of staff, such as covering the front desk/resource room, delivering mail, etc.;
- Arriving late to work without having notified the Facilities Manager or OSCC Manager;
- Waiting for a direct request from staff before intervening in a conflict between customers and staff; and
- Attempting to mediate conflicts between customers and staff prior to removing the customer from the premises or taking any other appropriate interventions.

#### **Daily Schedule for Security Officers**

It is the responsibility of the Contractor to ensure that the security officers assigned to perform the work are properly informed with respect to these guidelines. Workforce Connections will provide a general orientation with respect to duties and premises for the security officers assigned to perform the work.

At the start of each work shift the security officer will discuss any significant security matter with Workforce Connections designated staff.

<b>Time</b>	<b>Activity</b>
0700	First security officer arrive on site
0700 - 0755	Check video cameras and patrol premise's perimeters
0755	Second security officer arrives on site
0800	Unlock main entrance doors to Workforce Connections offices and the Comprehensive One-Stop Center
0800 – 0900	First security officer guards primary post
0800 – 0900	Second security officer patrols the premise's perimeters and monitors surveillance equipment
0900 – 1000	Second security officer guards primary post
0900 – 1000	First security officer patrols the premise's perimeters and monitors surveillance equipment
1000 – 1100	First security officer guards primary post
1000 – 1100	Second security officer patrols the premise's perimeters and monitors surveillance equipment
1100 – 1200	Second security officer guards primary post
1100 – 1200	First security officer 30 minutes lunch break - patrols the premise's perimeters and monitors surveillance equipment
1200 – 1300	First security officer guards primary post
1200 – 1300	Second security officer 30 minutes lunch break - patrols the premise's perimeters and monitors surveillance equipment





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1300 – 1400	Second security officer guards primary post
1300 – 1400	First security officer patrols the premise's perimeters and monitors surveillance equipment
1400 – 1500	First security officer guards primary post
1400 – 1500	Second security officer patrols the premise's perimeters and monitors surveillance equipment
1500 – 1600	Second security officer guards primary post
1500 – 1600	First security officer patrols the premise's perimeters and monitors surveillance equipment
1600 – 1700	First security officer guards primary post
1600 – 1700	Second security officer patrols the premise's perimeters and monitors surveillance equipment
1700	Lock main entrance doors to Workforce Connections offices and the Comprehensive One-stop Center
1700 – 1800	Second security officer patrols the premise's perimeters and monitors surveillance equipment
Twice per night	Security vehicle patrols premise's perimeters, check on doors, windows, parking areas, etc. There will be no charge for emergency calls. In the event security vehicle remains in premises over 30 minutes charges will be according to established and approved rates. Copy of incident report will be required.

### **Overtime**

Security officers are expected to perform the necessary duties within regular work hours as specified in this SOW. Security officers may be required to work overtime based upon Workforce Connections determination and operational needs.

### **Liaison**

Matters related to the security officer's performance, overall Scope of Service and communications shall be directed to:

Alejandro Cisneros

Workforce Connections

Facility Maintenance Technician

6330 West Charleston Blvd., Suite 150

Las Vegas, Nevada, 89146

Desk: (702) 636-2319

Mobil: (702) 482-0299

[acisneros@nvworkforceconnections.org](mailto:acisneros@nvworkforceconnections.org)



**workforce CONNECTIONS**

PROVIDING OPPORTUNITIES

FOR INDIVIDUALS WITH DISABILITIES

**WC-17-PSA-AUSS-Y1-00**

## Attachment C

### Cost Schedule and Contract Agreement Summary

#### 1. Cost Schedule

Category	Year 1	Year 2	Year 3	Year 4
	10/01/2017 09/30/2018	10/01/2018 09/30/2019	10/01/2019 09/30/2020	10/01/2020 09/30/2021
Regular Shift – Armed – Section 2.4.1.1 (Bill Rate per Hour)	\$24.40	\$25.01	\$25.64	\$26.28
Regular Shift – Unarmed – Section 2.4.1.1 (Bill Rate per Hour)	\$19.23	\$19.71	\$20.20	\$20.71
Overtime – Armed – Section 2.4.1.2 (Bill Rate per Hour)	\$36.60	\$37.52	\$38.46	\$39.42
Overtime – Unarmed – Section 2.4.1.2 (Bill Rate per Hour)	\$28.84	\$29.56	\$30.30	\$31.06
Holiday Shift – Armed – Section 2.4.1.3 (Bill Rate per Hour)	\$36.60	\$37.52	\$38.46	\$39.42
Holiday Shift – Unarmed – Section 2.4.1.3 (Bill Rate per Hour)	\$28.84	\$29.56	\$30.30	\$31.06
Special Events – Armed – Section 2.4.1.4 (Bill Rate per Hour)	\$36.60	\$37.52	\$38.46	\$39.42
Special Events – Unarmed – Section 2.4.1.4 (Bill Rate per Hour)	\$28.84	\$29.56	\$30.30	\$31.06
Emergency Shift – Armed – Section 2.4.1.5 (Bill Rate per Hour)	\$36.60	\$37.52	\$38.46	\$39.42
Emergency Shift – Unarmed – Section 2.4.1.5 (Bill Rate per Hour)	\$28.84	\$29.56	\$30.30	\$31.06
Vehicle Patrol (Armed) – Section 2.4.1.6 (Bill Rate per Hour)	\$36.60	\$37.52	\$38.46	\$39.42
Random Marked Vehicle Stops (Armed) - Section 2.4.1.7 (Break out all costs below)	\$14.00	\$14.35	\$14.71	\$15.08

#### Notes to Pricing

- Year over year wage increase included in our bill rate increases
- Bill rates increase 2.5% each contract year
- Holidays to be direct billed, as incurred, at 1.5 times straight time bill rates
- 2 non-billed account managers included in bill rates
- Changes in statutory costs will be passed-through to the State of Nevada to reflect changes in markups to Allied Universal (i.e., Nevada sick time law)

## 2. Contract Agreement Summary

Line Item Description	Cost
Contract agreement – Year 1	\$170,000.00
=====	=====
<b>Total contract cost shall not exceed:</b>	<b>\$170,000.00</b>



*workforce* CONNECTIONS

**WC-17-PSA-AUSS-Y1-00**

**Attachment D**  
**Copy of Insurance/Business Licenses**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia certs@marsh.com / Fax: (212) 948-0360	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>FAX</b> (A/C, No): <b>E-MAIL</b> <b>ADDRESS:</b>
022721-ALL-GAWU-17-18      Licens    NV      CARSO	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Lexington Insurance Company      NAIC # 19437 <b>INSURER B:</b> Greenwich Insurance Company      22322 <b>INSURER C:</b> XL Insurance America      24554 <b>INSURER D:</b> Lloyds - Apollo Consortium - AAIN# AA-1122000 <b>INSURER E:</b> XL Specialty Insurance Company      37885 <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** CLE-006230704-01      **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		023058098	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		RAD9437818-01	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		BOWCN170763	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	RWD3001203-01 (AOS) RWR3001204-01 (AK & WI)	11/01/2017 11/01/2017	11/01/2018 11/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
E						

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workforce Connections is included as additional insured (except for workers' compensation) where required by written contract. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

<b>CERTIFICATE HOLDER</b> Workforce Connections 6330 W. Charleston Blvd Las Vegas, NV 89146	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---

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AGENCY CUSTOMER ID: 022721

LOC #: Philadelphia



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

<b>AGENCY</b> MARSH USA INC		<b>NAMED INSURED</b> Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Named Insureds

Universal Services of America, LP

Universal Protection Service, LP

Universal Protection Service, LLC

Universal Protection Service of Seattle LLC

Universal Protection Security Systems, LP

SFI Electronics, LLC, dba Universal Protection Security Systems

Universal Thrive Technologies, LLC

Universal Building Maintenance, LLC

Peplemark, LLC

Universal Protection Service of Canada Co., dba Allied Universal Security Services of Canada

Universal Protection Service of Canada Co., dba Allied Universal Security Services of Canada Co.

Guardsmark (Puerto Rico), LLC, dba Universal Protection Service, LLC

Guardsmark (Puerto Rico), LLC, dba Allied Universal Security Services, LLC

AB Capital Holdings, LLC, dba Allied Universal Security Services

Allied Security Holdings LLC, dba Allied Universal Security Services

AlliedBarton Security Services LP, dba Allied Universal Security Services

AlliedBarton Security Services LLC, dba Allied Universal Security Services

Spectaguard Acquisition LLC, dba Allied Universal Security Services

AB Intermediate Holdings, Inc., dba Allied Universal Security Services

C&D Enterprises, Inc.

AlliedBarton (NC) LLC, dba Allied Universal Security Services

Universal Protection Service, LLC, dba Allied Universal Security Services, LLC

Universal Protection Service, LLC, dba Allied Universal Security Services

Universal Protection Service, LP, dba Allied Universal Security Services, LP

Universal Protection Service, LP, dba Allied Universal Security Services

Variously dba Allied Universal Thrive Technologies and Allied Universal Building Maintenance

Apollo Security International, Inc

Universal Building Maintenance, LLC dba Allied Universal Janitorial Services

SFI Electronics, LLC DBA Allied Universal Security Systems

Universal Protection Security Systems, LP DBA Allied Universal Security Systems

Universal Thrive Technologies, LLC DBA Thrive Intelligence

Universal Thrive Technologies, LLC DBA Allied Universal Monitoring and Response Center

Allied Universal Holdco, LLC



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**Schedule**

<b>Additional Insured(s)</b>	<b>Work</b>
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

**COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** ALLIED UNIVERSAL TOPCO, LLC

**Endorsement Effective Date:** November 1, 2017

### SCHEDULE

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**ENDORSEMENT #050**

This endorsement, effective 12:01 AM 11/01/2017

Forms part of policy number: 023058098

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided by the following:

**GUARDSECURE GENERAL AND PROFESSIONAL LIABILITY COVERAGE FORM**

**A. SECTION II - Who is An Insured** is amended to include as an additional insured a person(s) or organization(s) who is required to be added by written contract or written agreement which does not require that a specific form number be used.

**B.** The insurance provided to additional insureds applies only to "bodily injury", "property damage", "professional liability" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf

In the performance of your ongoing operations for the additional insured; or "your work" performed for that additional insured and included in the "products-completed operations hazard"  
However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to Section III -- Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

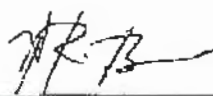
**D.** The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim.
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.

**E.** This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain as written.

A handwritten signature in black ink, appearing to be "J.R. B.", written over a horizontal line.

Authorized Representative OR  
Countersignature (in states where applicable)

LEXDOC021  
LX0404

**ENDORSEMENT #024**

**This endorsement, effective 12:01 AM 11/01/2017**

**Forms part of policy number: 023058098**

**Issued to: ALLIED UNIVERSAL TOPCO, LLC**

**By: LEXINGTON INSURANCE COMPANY**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**SECURITY GUARD GENERAL AND PROFESSIONAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of person or Organization:**

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

The TRANSFER OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waived applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain as written.



\_\_\_\_\_  
**Authorized Representative OR  
Countersignature (In states where applicable)**

LEXDOC021  
LX0404

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11-01-2017

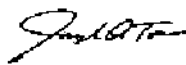
Policy No. RWD3001203-01

Endorsement No.

Insured ALLIED UNIVERSAL TOPCO, LLC

Insurance Company  
XL Insurance America, Inc.

Countersigned by



WC 00 03 13  
(Ed. 4-84)



# Private Investigators Licensing Board



State of Nevada

This is to Certify that after the applicant named herein has properly submitted the required application, passed the State of Nevada written examination and has come before this professional licensing board in person for proper review of professional experience in the area of interests. Let it be known that:

*Universal Protection Service, LLC*

*Db/a: Allied Universal Security Services*

*TAMMY NIXON/Qualifying Agent*

is hereby permitted, granted and entitled  
the privilege of conducting the business of

*Private Patrolman*

*License # 1863B*

This certificate is issued pursuant to Chapter 648, Statutes of Nevada,  
as amended. This certificate / professional license is valid from:

June 30, 2017 - June 30, 2018

  
Chairman

  
Executive Director



# Private Investigators Licensing Board



State of Nevada

This is to Certify that after the applicant named herein has properly submitted the required application, passed the State of Nevada written examination and has come before this professional licensing board in person for proper review of professional experience in the area of interests. Let it be known that:

*Universal Protection Service, LLC*

*DBa: Allied Universal Security Services*

*TAMMY NIXON/Qualifying Agent*

is hereby permitted, granted and entitled  
the privilege of conducting the business of

*Private Patrolman*

*License # 1863B*

This certificate is issued pursuant to Chapter 648, Statutes of Nevada,  
as amended. This certificate / professional license is valid from:

June 30, 2017 - June 30, 2018

  
Chairman

  
Executive Director



# CLARK COUNTY BUSINESS LICENSE

LICENSE NUMBER: 2002072-056-120

LICENSE PERIOD: 03/01/2017 - 02/28/2018

**POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION**

**ISSUED TO:**

Universal Protection Service LLC  
Allied Universal Security Services  
PO Box 8000  
Monsey, NY 10952

**BUSINESS LOCATION ADDRESS:**

4000 S Eastern Ave Ste. 210  
Las Vegas, NV 89119

**TYPE OF LICENSE:** Admin & Support Services - Group 2

**LAND USE:** C-2

All signage must conform to standards set forth in Clark County Codes 30.72 and 30.48. Business owners are responsible to keep business property free of trash and graffiti, conform to all zoning codes requirements and, if applicable, all conditions set forth in a Notice of Final Action issued by Comprehensive Planning.

**Current Planning Comments:**

C-2 zone. Approved for administrative office.

**DISCLAIMER**

**ISSUANCE OF A BUSINESS LICENSE IS NOT AN ENDORSEMENT OF THE BUSINESS PRACTICE OF THE LICENSEE.**  
**PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION**

*Jacqueline R. Holloway*

JACQUELINE R. HOLLOWAY  
DIRECTOR OF BUSINESS LICENSE

**DEPARTMENT OF BUSINESS LICENSE**


500 S GRAND CENTRAL PARKWAY  
BOX 651810  
LAS VEGAS NV 89165-1810  
PHONE: (702) 455-4252

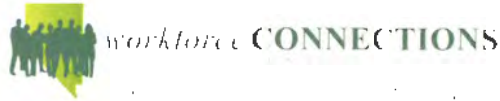


**workforce CONNECTIONS**

CREATING OPPORTUNITIES FOR ALL

Connecting Employees to a Rewarding Future

Professional Service Agreement (PSA) – Award Request					
Request Date: <b>09-14-2017</b>			WC Staff: Management		
Contractor:		<b>Allied Universal Security Services</b>			
Project:		<b>Security Services for WC and the One-Stop Center</b>			
New:	Yes: <input checked="" type="checkbox"/>	Type of Procurement:	<input type="checkbox"/> RFB		
	No: <input type="checkbox"/>		<input type="checkbox"/> Sole Source		
			<input checked="" type="checkbox"/> Other		
(if other please specify): Authorized to use State procurement action.					
Amendment:		Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>		Amendment No. <b>N/A</b>	
Sub-Award ID:		<b>WC-17-PSA-AUSS-Y1-00</b>			
LEOs Authorization Date: <b>September 12, 2017</b>					
Amount	New:	<b>\$170,000</b>	Total Contract	<b>\$170,000</b>	
	Additional:	<b>N/A</b>			
Term:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Start Date: <b>10-01-17</b>		End Date: <b>09-30-18</b>	
Cost Schedule:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	<b>Incorporated to PSA</b> <b>Total contract not to exceed \$170,000</b>			
SOW:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	<b>Incorporated to PSA</b>			
Comments: 1 <sup>st</sup> year for this PSA. Security services for WC administrative offices and the comprehensive one-stop center.					
Approved By: 			Date: <b>9/14/17</b>		



I have read and reviewed the listed below Professional Service Agreement (PSA), Amendment **No. 1**, and it is approved for final signatures.

Contractor Name: **Allied Universal Security Services.**

PSA Number: **WC-17-PSA-AUSS-Y1-01**

Services: **Security Services for WC and the One-Stop center**

**Authorized Signatures**

Jim Kostecki  
Workforce Connections  
Chief Financial Officer

A handwritten signature in blue ink, appearing to read "Jim Kostecki", written over a horizontal line.

5/25/18

Date:

Jaime Cruz  
Workforce Connections  
Executive Director

A handwritten signature in blue ink, appearing to read "Jaime Cruz", written over a horizontal line.

5-25-18

Date:

Workforce Connections – Contracts	
Documentation processed and prepared by:	Emilio Pias Workforce Connections Quality Assurance
Date: 05-18-18	Signature: A handwritten signature in blue ink, appearing to read "Emilio Pias", written over a horizontal line.



workforce CONNECTIONS

TRUSTED PARTNERSHIPS. POSSIBILITIES.

Connecting Employers to a Ready Workforce

## Notice of Amendment

Date: **Friday, May 18, 2018**  
Allied Universal Security Services  
Professional Service Agreement (PSA)  
PSA ID: **WC-17-PSA-AUSS-Y1-01**  
Amendment to Agreement: **No. 1**

### Terms and conditions of modification:

The PSA between Workforce Connections (WC) and Allied Universal Security Services (the Contractor), which was executed by the parties on **November 17, 2017** and subsequently amended on **May 18, 2018**, is hereby amended by mutual agreement.

For and in consideration of mutual promises and their valuable consideration, all provisions and assurances of the original agreement or subsequent amendments remain in full force and effect with the exception of changes specified in this amendment.

It is mutually understood and agreed by the undersigned contracting parties to amend the previously executed PSA as follows:

#### **This amendment changes the following:**

##### **1. Sec. II Compensation**

This amendment increases the contract amount by \$25,000.00.

**Item A – “Agreement Sum”** is replaced in its entirety with the following:

For the services rendered pursuant to this agreement, the Contractor shall be compensated in accordance with the **“Cost Schedule”** attached hereto as **Attachment C** and incorporated herein by this reference. Compensation may include reimbursement for actual and necessary expenses as specified in the Cost Schedule.

The maximum payment under this agreement for services and, if authorized, reimbursement shall not exceed **\$195,000.00**.

##### **2. Attachment “B” Scope of Services**

First paragraph of the Scope of Services is replaced in its entirety with the following:

- The overall Scope of Work (SOW) will be to provide labor, equipment and incidentals necessary to provide appropriate armed security services at Workforce Connections’ administrative offices, the comprehensive One-Stop Center both located at 6330 West Charleston Blvd., Las Vegas, Nevada, 89146, and at any of North Las Vegas Libraries.

The services of an additional security officer are added into the scope of services. Modified scope of services is hereto incorporated in this notice of amendment.





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PEOPLE. PARTNERSHIPS. POSSIBILITIES.

*Connecting Employers to a Ready Workforce*

**3. Attachment “C” Cost Schedule and Contract Agreement Summary**

The contract agreement summary is updated, through this amendment, to include the current totals for the above referenced PSA and is hereto incorporated in this notice of amendment.

**Incorporated Documents:**

Professional Service Agreement/Modification Form – Signature Required

As always, Workforce Connections appreciates your services and valuable time.

For more information with respect to this PSA amendment please contact

Emilio Pias at: [epias@nvworkforceconnections.org](mailto:epias@nvworkforceconnections.org)



## Professional Service Contract - Amendment/Modification

<b>Parties to the Professional Service agreement:</b>	Workforce Connections 6330 West Charleston Blvd. Suite 150 Las Vegas Nevada 89146 Telephone: (702) 638-8750 Fax: (702) 638-8774				PSA No. <b>WC-17-PSA-AUSS-Y1-01</b>	
	<b>Contractor:</b> Allied Universal Security Services 4000 S. Eastern Avenue, Suite 210 Las Vegas, Nevada 89119 Telephone: (702) 736-2240 Fax: (702) 736-2937 <a href="mailto:Steve.mccoy@aus.com">Steve.mccoy@aus.com</a>				Modification No. <b>1</b>	
					Modification Start Date: <b>October 01, 2017</b>	
					Modification End Date: <b>September 30, 2018</b>	
<b>Purpose of PSC:</b>	Security Services for Workforce Connections and the One-Stop Career Center					
<b>Modification Amounts:</b>		<b>Amount</b>				<b>Total</b>
	Original obligation amount:	\$170,000.00	=====	=====		\$170,000.00
	Amended obligation amount:	\$25,000.00	=====	=====		\$25,000.00
	The amended amount reimbursed as a result of this modification shall not exceed:	\$195,000.00	=====	=====		\$195,000.00
<b>Terms and Conditions of Modifications:</b>	Was the PSC body amended in any other manner? <i>(If yes, please indicate the amended section)</i>				Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	
	Was attachment <b>A</b> amended? <i>(If yes, please indicate the amended section)</i>				Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	
	Was attachment <b>B</b> amended? <i>(If yes, please indicate the amended section)</i>				Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	
	Was attachment <b>C</b> amended? <i>(If yes, please indicate the amended section)</i>				Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	
	Was attachment <b>D</b> amended? <i>(If yes, please indicate the amended section)</i>				Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	
	Comments: Modification originated by Workforce Connections. The services of an additional security officer are added into the scope of work under the above referenced agreement.					
"All other terms and conditions not changed by this (or prior) amendment(s) remain in full force and effect."						
<b>Acceptance</b>	In witness hereof, the parties have affixed their authorized signatures on the day, month and year written below.					
<b>Contractor Approval:</b>  Signature of Contractor Authorized Officer			<b>Workforce Connections Approval:</b>  Signature of WC Authorized Officer			
Date <u>5/24/18</u> Steve Claton, President Printed or Typed Name and Title			Date <u>5-25-18</u> Jaime Cruz Workforce Connections – Executive Director			



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## **Attachment B**

### **Scope of Services**

The overall Scope of Work (SOW) will be to provide labor, equipment and incidentals necessary to provide appropriate armed security services at Workforce Connections' administrative offices, the comprehensive One-Stop Center both located at 6330 West Charleston Blvd., Las Vegas, Nevada, 89146, and at any of North Las Vegas Libraries.

General performance must include, but is not limited to, providing the following:

- Control of public access to the premises specified above;
- Perform inspections and investigations of all security related incidents;
- Perform detections of all matters of public safety;
- Prepare and submit written report as appropriate and requested;
- Respond immediately and appropriately to all security related events;
- Maintain a safe and secure environment for customers and employees;
- Monitor surveillance equipment;
- Inspection of premises, equipment and access points;
- Patrolling premises regularly to maintain order and establish presence;
- Notify the appropriate law enforcement agency immediately of any unlawful activity;
- Interface immediately and appropriately with any law enforcement agency responding to Workforce Connections premises;
- Be properly equipped with portable communication devices permitting communication with appropriate staff and designated contacts; and
- Assists Workforce Connections as appropriate with special events and driving the mobile one-stop.

#### **Emergencies**

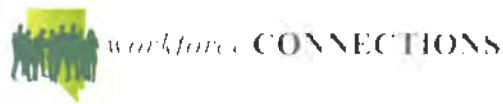
Security officer shall respond to all request for emergency assistance regardless of the nature of the emergency. Upon determination of the nature of the emergency the security officer shall immediately notify the appropriate law enforcement agency.

#### **Code of Practice**

Workforce Connections promotes a safe environment for customers and staff within its premises. Security officers shall inspire respect and authority while assisting Workforce Connections in maintaining good working conditions by keeping premises safe and problem free.

At no time during the security officer's shift will any of the following be tolerated:

- Vacating his/her post without authority;
- Eating while on duty;
- Leaning against walls, doors, etc.;
- Idle talk with other security personnel, staff or visitors;
- Discourtesy or insolence to customers or staff;
- Sleeping on duty;
- Unauthorized use of telephones, computers or other office equipment;
- Failure to make a prompt and complete report of damage incurred to any property or equipment;
- Failure to report known violations of rules and regulations;
- Reading, while on duty, of any materials which are not job-related;
- Use of personal cell phone while on duty;



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- Performing the duties of staff, such as covering the front desk/resource room, delivering mail, etc.;
- Arriving late to work without having notified the Facilities Manager or OSCC Manager;
- Waiting for a direct request from staff before intervening in a conflict between customers and staff; and
- Attempting to mediate conflicts between customers and staff prior to removing the customer from the premises or taking any other appropriate interventions.

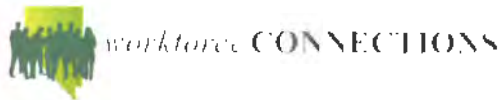
### **Daily Schedule for Security Officers**

It is the responsibility of the Contractor to ensure that the security officers assigned to perform the work are properly informed with respect to these guidelines. Workforce Connections will provide a general orientation with respect to duties and premises for the security officers assigned to perform the work.

At the start of each work shift the security officer will discuss any significant security matter with Workforce Connections designated staff.

<b>Time</b>	<b>Activity</b>
0700	First security officer arrive on site
0700 - 0755	Check video cameras and patrol premise's perimeters
0755	Second security officer arrives on site
0800	Unlock main entrance doors to Workforce Connections offices and the Comprehensive One-Stop Center
0800 – 0900	First security officer guards primary post
0800 – 0900	Second security officer patrols the premise's perimeters and monitors surveillance equipment
0900 – 1000	Second security officer guards primary post
0900 – 1000	First security officer patrols the premise's perimeters and monitors surveillance equipment
1000 – 1100	First security officer guards primary post
1000 – 1100	Second security officer patrols the premise's perimeters and monitors surveillance equipment
1100 – 1200	Second security officer guards primary post
1100 – 1200	First security officer 30 minutes lunch break - patrols the premise's perimeters and monitors surveillance equipment
1200 – 1300	First security officer guards primary post
1200 – 1300	Second security officer 30 minutes lunch break - patrols the premise's perimeters and monitors surveillance equipment





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1300 – 1400	Second security officer guards primary post
1300 – 1400	First security officer patrols the premise's perimeters and monitors surveillance equipment
1400 – 1500	First security officer guards primary post
1400 – 1500	Second security officer patrols the premise's perimeters and monitors surveillance equipment
1500 – 1600	Second security officer guards primary post
1500 – 1600	First security officer patrols the premise's perimeters and monitors surveillance equipment
1600 – 1700	First security officer guards primary post
1600 – 1700	Second security officer patrols the premise's perimeters and monitors surveillance equipment
1700	Lock main entrance doors to Workforce Connections offices and the Comprehensive One-stop Center
1700 – 1800	Second security officer patrols the premise's perimeters and monitors surveillance equipment
Twice per night	Security vehicle patrols premise's perimeters, check on doors, windows, parking areas, etc. There will be no charge for emergency calls. In the event security vehicle remains in premises over 30 minutes charges will be according to established and approved rates. Copy of incident report will be required.

### **Overtime**

Security officers are expected to perform the necessary duties within regular work hours as specified in this SOW. Security officers may be required to work overtime based upon Workforce Connections determination and operational needs.

### **Liaison**

Matters related to the security officer's performance, overall Scope of Service and communications shall be directed to:

Alejandro Cisneros

Workforce Connections

Facility Maintenance Technician

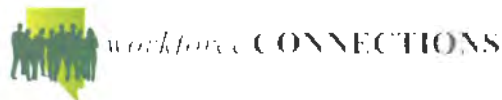
6330 West Charleston Blvd., Suite 150

Las Vegas, Nevada, 89146

Desk: (702) 636-2319

Mobil: (702) 482-0299

[acisneros@nvworkforceconnections.org](mailto:acisneros@nvworkforceconnections.org)



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## Attachment C

### Cost Schedule and Contract Agreement Summary

#### 1. Cost Schedule

Category	Year 1	Year 2	Year 3	Year 4
	10/01/2017 09/30/2018	10/01/2018 09/30/2019	10/01/2019 09/30/2020	10/01/2020 09/30/2021
Regular Shift – Armed – Section 2.4.1.1 (Bill Rate per Hour)	\$24.40	\$25.01	\$25.64	\$26.28
Regular Shift – Unarmed – Section 2.4.1.1 (Bill Rate per Hour)	\$19.23	\$19.71	\$20.20	\$20.71
Overtime – Armed – Section 2.4.1.2 (Bill Rate per Hour)	\$36.60	\$37.52	\$38.46	\$39.42
Overtime – Unarmed – Section 2.4.1.2 (Bill Rate per Hour)	\$28.84	\$29.56	\$30.30	\$31.06
Holiday Shift – Armed – Section 2.4.1.3 (Bill Rate per Hour)	\$36.60	\$37.52	\$38.46	\$39.42
Holiday Shift – Unarmed – Section 2.4.1.3 (Bill Rate per Hour)	\$28.84	\$29.56	\$30.30	\$31.06
Special Events – Armed – Section 2.4.1.4 (Bill Rate per Hour)	\$36.60	\$37.52	\$38.46	\$39.42
Special Events – Unarmed – Section 2.4.1.4 (Bill Rate per Hour)	\$28.84	\$29.56	\$30.30	\$31.06
Emergency Shift – Armed – Section 2.4.1.5 (Bill Rate per Hour)	\$36.60	\$37.52	\$38.46	\$39.42
Emergency Shift – Unarmed – Section 2.4.1.5 (Bill Rate per Hour)	\$28.84	\$29.56	\$30.30	\$31.06
Vehicle Patrol (Armed) – Section 2.4.1.6 (Bill Rate per Hour)	\$36.60	\$37.52	\$38.46	\$39.42
Random Marked Vehicle Stops (Armed) - Section 2.4.1.7 (Break out all costs below)	\$14.00	\$14.35	\$14.71	\$15.08

#### Notes to Pricing

- Year over year wage increase included in our bill rate increases
- Bill rates increase 2.5% each contract year
- Holidays to be direct billed, as incurred, at 1.5 times straight time bill rates
- 2 non-billed account managers included in bill rates
- Changes in statutory costs will be passed-through to the State of Nevada to reflect changes in markups to Allied Universal (i.e., Nevada sick time law)





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## **2. Contract Agreement Summary**

<b>Line Item Description</b>	<b>Cost</b>
Contract agreement – Year 1	\$170,000.00
Amendment No. 1 – Year 1	\$25,000.00
=====	=====
<b>Total contract cost shall not exceed:</b>	<b>\$195,000.00</b>

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Professional Service Agreement (PSA) – Amendment Request				
Request Date: May 18, 2018		WC Staff: Management		
Contractor:	Allied Universal Security Services			
Services:	Security Services (OSCC and WC offices)			
New:	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Type of Procurement:	<input type="checkbox"/> RFB <input type="checkbox"/> Sole Source <input type="checkbox"/> Other	
(if other please specify): N/A				
Amendment:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Amendment No. 1		
PSA ID:	WC-17-PSA-AUSS-Y1-01			
LEOs Approval Date: 04-10-2018				
Amount	New:	N/A	Total Contract	\$195,000
	Additional:	\$25,000		
Term Changed:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Start Date: 10-01-17	End Date: 09-30-18	
Budget Changed:	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Increase PSA amount from \$170,000 (current total) to \$195,000 (new contract total not to exceed).		
SOW Changed:	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>			
Comments: Workforce Connections originated this modification to the PSA amount. An additional security officer will be added to the SOW. Services will be rendered at the North Las Vegas Library. This is part of the One-Stop Delivery System (OSDS) integration and strategic alignment.				
Processed by: Senior Analyst – Quality Assurance		Date: 05-18-18		
Approved By: 		Date: 5/21/18		