



ARIZONA DEPARTMENT OF EDUCATION

Procurement Section

1535 West Jefferson Street, Bin #37

Phoenix, Arizona 85007

CONTRACT/AGREEMENT MODIFICATION

Page 01 of Pages

1. AGREEMENT NO.: ED07-0037-1	2. MODIFICATION NO.: 2	3. EFFECTIVE DATE: July 1, 2009	4. PROGRAM OFFICE: Admin
5. CONTRACTOR NAME AND ADDRESS: Elizabeth B. Monty, Managing Director Veriti Consulting, LLC 8111 E. Thomas RD., Suite 120 Scottsdale, AZ 85251			
6. AUTHORITY FOR MODIFICATION: Special Terms and Conditions, page 7, paragraph 6			
7. PURPOSE OF MODIFICATION: Extend this Agreement and add Required Clauses			

8. THE ABOVE REFERENCED AGREEMENT IS HEREBY MODIFIED AS FOLLOWS:

- A. This Agreement is hereby extended for a period of 12 months. The agreement now terminates on June 30, 2010.
- B. In the Special Terms and Conditions, replace the **Federal Immigration and Nationality Act** clause with the following:

“Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

- A. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- C. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- D. ADE retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.”
- C. In the Special Instructions to Offerors, delete the **Federal Immigration and Nationality Act** clause.
- D. Add the following clause to Special Terms and Conditions:

Certification of Scrutinized Business Operations in the Sudan and Iran

In signing this agreement the offeror certifies pursuant to A.R.S. § 35-391 that they do not have scrutinized business operations in the Sudan and pursuant to A.R.S. § 35-393 that they do not have scrutinized business operations in Iran

- E. Add the following clause to Special Terms and Conditions:

Contract Termination. Either party shall have the right to terminate the Contract, upon written 30 day notice. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT/AGREEMENT NOT HERETOFORE CHANGED AND/OR MODIFIED REMAIN UNCHANGED AND IN FULL EFFECT.

IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

CONTRACTOR: <i>VERITI CONSULTING LLC</i>	ARIZONA DEPARTMENT OF EDUCATION:
SIGNATURE OF AUTHORIZED INDIVIDUAL: <i>Elizabeth B. Monty</i>	SIGNATURE: <i>Douglas C. Peeples</i>
TYPED NAME: Elizabeth B. Monty	TYPED NAME: Douglas C. Peeples, MBA, CPPB, CPCPM
TITLE: Managing Director	TITLE: Procurement Administrator
DATE: 7/6/09	DATE: 6/30/09



ARIZONA DEPARTMENT OF EDUCATION

Procurement Section

1535 West Jefferson Street, Bin #37

Phoenix, Arizona 85007

CONTRACT/AGREEMENT MODIFICATION

1. AGREEMENT NO.: ED07-0037-2	2. MODIFICATION NO.: 2	3. EFFECTIVE DATE: July 1, 2009	4. PROGRAM OFFICE: Admin
5. CONTRACTOR NAME AND ADDRESS: Caroline Brackley, President The Professional Group Public Consulting, Inc. PO Box 3850 Mesa, AZ 85275			
6. AUTHORITY FOR MODIFICATION: Special Terms and Conditions, page 7, paragraph 6			
7. PURPOSE OF MODIFICATION: Extend this Agreement and add Required Clauses			

8. THE ABOVE REFERENCED AGREEMENT IS HEREBY MODIFIED AS FOLLOWS:

- A. This Agreement is hereby extended for a period of 12 months. The agreement now terminates on June 30, 2010.
- B. In the Special Terms and Conditions, replace the Federal Immigration and Nationality Act clause with the following:

"Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

- A. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- C. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- D. ADE retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1."

- C. In the Special Instructions to Offerors, delete the Federal Immigration and Nationality Act clause.

- D. Add the following clause to Special Terms and Conditions:

Certification of Scrutinized Business Operations in the Sudan and Iran

In signing this agreement the offeror certifies pursuant to A.R.S. § 35-391 that they do not have scrutinized business operations in the Sudan and pursuant to A.R.S. § 35-393 that they do not have scrutinized business operations in Iran

9. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT/AGREEMENT NOT HERETOFORE CHANGED AND/OR MODIFIED REMAIN UNCHANGED AND IN FULL EFFECT.

IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

CONTRACTOR: The Professional Group Public Consulting	ARIZONA DEPARTMENT OF EDUCATION:
SIGNATURE OF AUTHORIZED INDIVIDUAL: <i>Caroline T Brackley</i>	SIGNATURE: <i>Brian D. Ball</i>
TYPED NAME: CAROLINE BRACKLEY	TYPED NAME: Brian D. Ball, JD, CASPP
TITLE: President	TITLE: Sr. Procurement Specialist
DATE: June 19, 2009	DATE: June 17, 2009



ARIZONA DEPARTMENT OF EDUCATION

Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

CONTRACT/AGREEMENT MODIFICATION

1. AGREEMENT NO.: ED07-0037-3	2. MODIFICATION NO.: 2	3. EFFECTIVE DATE: July 1, 2009	4. PROGRAM OFFICE: Admin
5. CONTRACTOR NAME AND ADDRESS: Jennifer Bailey, Office Manager Warfield & Company, CPA's 14555 N. Scottsdale Rd. # 340 Scottsdale, AZ 85254			
6. AUTHORITY FOR MODIFICATION: Special Terms and Conditions, page 7, paragraph 6			
7. PURPOSE OF MODIFICATION: Extend this Agreement and add Required Clauses			

8. THE ABOVE REFERENCED AGREEMENT IS HEREBY MODIFIED AS FOLLOWS:

- A. This Agreement is hereby extended for a period of 12 months. The agreement now terminates on June 30, 2010.
- B. In the Special Terms and Conditions, replace the **Federal Immigration and Nationality Act** clause with the following:
 - “**Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement**
 - A. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
 - B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
 - C. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
 - D. ADE retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.”
- C. In the Special Instructions to Offerors, delete the **Federal Immigration and Nationality Act** clause.
- D. Add the following clause to Special Terms and Conditions:

Certification of Scrutinized Business Operations in the Sudan and Iran

In signing this agreement the offeror certifies pursuant to A.R.S. § 35-391 that they do not have scrutinized business operations in the Sudan and pursuant to A.R.S. § 35-393 that they do not have scrutinized business operations in Iran

9. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT/AGREEMENT NOT HERETOFORE CHANGED AND/OR MODIFIED REMAIN UNCHANGED AND IN FULL EFFECT.

IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

CONTRACTOR:	ARIZONA DEPARTMENT OF EDUCATION:
SIGNATURE OF AUTHORIZED INDIVIDUAL:	SIGNATURE:
TYPED NAME: Warfield & Company Lawrence J. Warfield	TYPED NAME: Brian D. Ball, JD, CASPP
TITLE: Principal	TITLE: Sr. Procurement Specialist
DATE: June 23, 2009	DATE: June 10, 2009