



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

Requested Board Meeting Date: July 7, 2015

or Procurement Director Award ☐

**Contractor/Vendor Name (DBA):** Cope Community Service Inc. dba Rise, L.L.C.

**Project Title/Description:**

Workforce Development Services in the One Stop System - Equipment and Training Materials

**Purpose:**

Provide new and refurbished supplemental hardware to facilitate the installation of refurbished personal computers for use in computer labs of One Stop Faith-based and Community Partners for employment and training purposes. Also provide appropriate software and equipment to facilitate Virtual One Stop access by One Stop Faith-based and Community Partners and their clients for employment and training purposes.

**Procurement Method:**

RFP-CSET-WS-2011-02-03

**Program Goals/Predicted Outcomes:**

Prepare job seekers for current and projected demand occupations that offer wages that allow self-sufficiency or that have a clear career path leading to self-sufficiency.

**Public Benefit:**

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

**Metrics Available to Measure Performance:**

Contractor is paid on an Unit Cost basis for providing reconditioned computers, Microsoft Operating System software/license installation, miscellaneous computer accessories or replacement parts and networking equipment required to install computer labs.

**Retroactive:**

To: COB 6-24-15 (1)  
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Procure Dept 06/18/15 PM12:17

**Original Information**

Document Type: CT Department Code: CS Contract Number (i.e., 15-123): 15-525  
Effective Date: 7/1/15 Termination Date: 6/30/16 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount: \$ 20,000.00 ☐ Revenue Amount: \$ \_\_\_\_\_  
Funding Source(s): U.S. Department of Labor, Arizona Department of Economic Security (ADES), and Pima County General Funds

Cost to Pima County General Fund: \$19,000.00

Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No ☐ Not Applicable to Grant Awards  
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards  
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_  
Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Rise Hart

Department: Community Services

Telephone: 724-5723

Department Director Signature/Date: Charles L. ... for det. Eickstein 6/17/15

Deputy County Administrator Signature/Date: E. H. ... 6/17/15

County Administrator Signature/Date: C. D. ... 6/17/15  
(Required for Board Agenda/Addendum Items)

CONTRACT

NO. CF-PS-15000000000000000000 525

AMENDMENT NO. \_\_\_\_\_

This number must appear on all invoices, correspondence and documents pertaining to this contract.

Stop System - Equipment and

ADES Contract No. DE14064665 Award Date: 2015

CFDA	Program Description	National Funding	Pima County Award
17.235	Senior Community Service Employment Program	\$434,371,000.00	\$77,430.00

Awardee is a ☐ Subrecipient ☒ Contractor.

## RECITALS

- A. County was designated as a local workforce area and received funds under the federal Workforce Investment Act of 1998, Pub.L. 105-220 ("WIA") to operate the One Stop Career Center System local workforce program ("One Stop").
- B. On July 22, 2014, President Barack Obama signed the Workforce Innovations and Opportunities Act, Pub.L. 113-128 ("WIOA") to help job seekers and workers access employment, education, training, and support services to succeed in the labor market and match employers with skilled workers they need to compete in the global economy.
- C. WIOA supersedes the WIA and becomes generally effective July 1, 2015.

- D. Pursuant to A.R.S. § 11-254.04, County may appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of County inhabitants.
- E. County finds that the provision of workforce development services is in the best interest of the residents of the County and therefore, requires the services of an entity qualified to provide such services to local residents.
- F. County's Workforce Investment Board ("WIB"), issued Request for Proposals No. RFP-CSET-WS-2011-02-03 ("the RFP") for workforce development services.
- G. Awardee has submitted a response to the RFP that is beneficial to the residents of the County.
- H. The Pima County Board of Supervisors finds that Awardee has specialized training and expertise in providing workforce development services.
- I. The Pima County Board of Supervisors finds that entering into this Contract is in the best interests of the residents of Pima County.

**NOW, THEREFORE, the parties agree as follows:**

**1.0 TERM AND EXTENSIONS**

- 1.1 This Contract, as awarded by County, will commence on July 1, 2015 or upon execution by the Pima County Board of Supervisors, whichever is later, and will terminate on June 30, 2016, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 1.2 Any modification or extension of the contract termination date must be by formal written amendment executed by the parties.
- 1.3 Any amendments to the Contract must be approved by County before any services under the amendment commences.

**2.0 SCOPE OF SERVICES**

- 2.1 Awardee will:
  - 2.1.1 Provide the County with the services described in the attached **Exhibit A**.
  - 2.1.2 Employ suitably trained and skilled personnel to perform all services under this Contract.
  - 2.1.3 Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards. Awardee must obtain and maintain all applicable licenses, permits and authority required for its performance under this Contract.
- 2.2 Unless otherwise provided for herein, the personnel delivering Contract services will:
  - 2.2.1 Be employees or volunteers of the Awardee;
  - 2.2.2 Satisfy any qualifications set forth in this Contract; and
  - 2.2.3 Be covered by personnel policies and practices of Awardee.
- 2.3 Awardee certifies that no individual or agent has been employed or retained to solicit or secure this Contract for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.

- 2.4 No program funded under this Contract may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

### 3.0 COMPENSATION AND PAYMENT

- 3.1 In consideration for the services specified in Exhibit A of this Contract, County agrees to pay Awardee **up to \$20,000.00** ("the Maximum Allocated Amount"). Funding sources are:

Funding Source	Amount
U.S. Dept. of Labor/AZ Dept. of Economic Security	\$1,000.00
Pima County General Funds	\$19,000.00

- 3.2 Payment will be made from grants County received from the United States Department of Labor ("DOL") and Arizona Department of Economic Security ("ADES") (collectively "the federal awarding agency").
- 3.3 Payment of the full Maximum Allocated Amount is subject to the activities of the federal awarding amount of funds allocated to and made available to County for this Contract. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other change in the grant funding being provided to County.
- 3.4 Requests for payments must be submitted to County by the 15<sup>th</sup> working day of each month for the previous month of service. Invoices must reference this contract number and:
- 3.4.1 Be approved and signed by an authorized representative of Awardee.
  - 3.4.2 Be for services and costs identified in **Exhibit A**.
  - 3.4.3 Be accompanied by documentation which must include, but is not limited to:
    - 3.4.3.1 A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A**.
    - 3.4.3.2 Copies of invoices, receipts and/or checks (front and back) to support all purchases of goods or services.
    - 3.4.3.3 If reimbursement is authorized, detailed travel reports to support all travel expenses.
    - 3.4.3.4 If reimbursement is authorized for personnel costs, time sheets or other records that specify the hours worked on the grant and the total hours worked in the pay period. Time sheets must show the days and hours worked and should be signed.
    - 3.4.3.5 Any other documentation requested by County.
  - 3.4.4 Comply with the applicable provisions of 2 C.F.R. §§ 200 and 2900.
  - 3.4.5 Be only for participants determined eligible by County and properly enrolled in the program.
  - 3.4.6 Be only for authorized expenses which are not paid or reimbursed by another Federal or grant revenue source.
- 3.5 If Awardee is required to provide matching funds under the terms of the federal awarding agency, Awardee must also provide the documentation described in Paragraph 3.4.3 for the matching funds.

- 3.6 If each request for payment includes adequate and accurate documentation, County will generally pay Awardee within thirty (30) days from the date of invoice. Awardee should budget their cash needs accordingly.
- 3.7 Awardee will not be paid until all of the following conditions are met:
- 3.7.1 Awardee has completed and submitted a W-9 Taxpayer Identification Number form;
  - 3.7.2 Awardee has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>);
  - 3.7.3 This Contract is fully executed; and
  - 3.7.4 Adequate and accurate documentation is provided with the request for payment or invoice.
- 3.8 **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred will be submitted to the County within 15 working days **after the end of the contract term** on invoices that meet the requirements set forth in Paragraph 3.4 above.
- 3.9 Awardee will report to the County:
- 3.9.1 Accrued expenditures;
  - 3.9.2 Program income, as defined by the federal awarding agency; and
  - 3.9.3 All other fiscal resources applied to expenses incurred in providing services under this Contract.
- 3.10 Changes between budget line items may only be made as follows:
- 3.10.1 Changes of LESS than 15% of the total budget amount may be granted by and at the sole discretion of the Director of Community Services, Employment and Training (CSET) or his designee. Awardee must submit a written request and show that any proposed increase is offset by a decrease of equal value to the remaining line items. No increase to the total operating budget will be allowed. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or his designee.**
  - 3.10.2 Changes of MORE than 15% of the total budget will require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**
- 3.11 Advances:
- 3.11.1 County expects that Awardee will properly budget for its needs in order to provide the required services prior to reimbursement.
    - 3.11.1.1 Requests for an advance must be in writing and include a report of cumulative and projected expenditures and earnings in performance of this Contract and a detailed explanation of the circumstances that warrant an advance.
    - 3.11.1.2 Advance payments may be provided to Awardee only upon a written finding of the Director of Community Services, Employment and Training that extraordinary circumstances justify an advance.
    - 3.11.1.3 An advance will not exceed 1/12<sup>th</sup> of the annual contract amount or 90% of the potential earnings in the 30 day period as determined appropriate by County.
    - 3.11.1.4 The advance payment is a debt of Awardee to County.

- 3.11.1.5 County will not pay Awardee for expenses incurred unless and until expenses exceed the amount of the advance.
- 3.11.1.6 If expenses incurred during the 30 days immediately following the date of the advance, do not equal or exceed the amount of the advance, Awardee must immediately remit the remaining balance to County.
- 3.11.2 Within 30 days of a request from County, Awardee must submit to the County the portion of any payment, which exceeds the amount owed under this Contract.
- 3.11.3 Interest income:
  - 3.11.3.1 Pursuant to 2 C.F.R. §200.305, advance must be deposited in interest bearing account.
  - 3.11.3.2 Except as allowed by the federal awarding agency, any interest earned on the funds advanced, must be remitted to County at the end of the contract term.
- 3.12 Program Income: Awardee must comply with all provisions of the federal awarding agency regarding Program Income.
- 3.13 Disallowed Charges or Cost principles will be as follows:
  - 3.13.1 The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6(e), (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, will be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Contract provisions which provide for the reimbursements of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Awardee and may not be reimbursed with Department funds.
  - 3.13.2 **Awardee must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**
- 3.14 For the period of record retention required under Section 21.0 - Books and Records, County reserves the right to question any payment made to Awardee and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

#### **4.0 INSURANCE**

- 4.1 Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Awardee from liabilities that might arise out of the performance of the work under this Contract by the Awardee, its agents, representatives, employees or subcontractors, and Awardee is free to purchase additional insurance.
- 4.2 Minimum Scope and Limits of Insurance: Awardee will provide coverage with limits of liability not less than those stated below.

##### **4.2.1 Commercial General Liability – Occurrence Form**

- 4.2.1.1 Policy must include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$1,000,000.00
Personal and Advertising Injury	\$1,000,000.00

Blanket Contractual Liability – Written and Oral	\$1,000,000.00
Fire Legal Liability	\$ 50,000.00
Each Occurrence	\$1,000,000.00

4.2.1.2 Policy must be endorsed to **include coverage for sexual abuse and molestation.**

4.2.1.3 Policy must be endorsed to include the following additional insured language: **"Pima County is named an additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".**

4.2.1.4 Policy must contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Awardee.

#### 4.2.2 Automobile Liability

Policy must include bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

4.2.2.1 Combined Single Limit (CSL) \$1,000,000.00

4.2.2.2 Policy must be endorsed to include the following additional insured language: **"Pima County is named an additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".**

4.2.2.3 Policy must contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Awardee.

#### 4.2.3 **Worker's Compensation and Employers' Liability**

4.2.3.1 Workers' Compensation Statutory

4.2.3.2 Employers' Liability:

Each Accident \$ 500,000.00

Disease – Each Employee \$ 500,000.00

Disease – Policy Limit \$1,000,000.00

4.2.3.3 Policy must contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Awardee.

4.2.3.4 This requirement will not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4.3 Additional Insurance Requirements: All policies must contain, or be endorsed to contain, the following provisions:



- 4.3.1 Pima County, wherever additional insured status is required, will be covered to the full limits of liability purchased by the Awardee, even if those limits of liability are in excess of those required by this Contract.
- 4.3.2 The Awardee's insurance coverage will be primary insurance and non-contributory with respect to all other available sources.
- 4.3.3 Coverage provided by the Awardee will not be limited to the liability assumed under the indemnification provisions of this Contract.
- 4.3.4 The Project Name, Contract Number and project description must be noted on the Certificate of Insurance.
- 4.4 Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Pima County. Such notice must be sent directly to the **Department Director, 2797 E. Ajo Way, Tucson, AZ 85713** and by certified mail, return receipt requested.
- 4.5 Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona and County in no way warrant that the above-required minimum insurer rating is sufficient to protect the Awardee from potential insurer insolvency. All Certificates of Insurance are to be received and approved by Pima County before work commences.
- 4.6 Approval and Modifications: Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

## **5.0 INDEMNIFICATION**

- 5.1 Awardee will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Awardee, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.
- 5.2 Awardee warrants that all products and services provided under this Contract are non-infringing. Awardee will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this Contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

## **6.0 COMPLIANCE WITH LAWS**

- 6.1 Awardee will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract will apply, but do not require an amendment.
- 6.2 In addition, Awardee, as Subcontractor, warrants compliance with all applicable laws, regulations, requirements and special provisions, in carrying out its obligations pursuant to this Contract, as set forth in **Exhibit B -- Warranties**.

## **7.0 INDEPENDENT CONTRACTOR**

The status of Awardee will be that of an independent contractor. Neither Awardee nor Awardee's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. Awardee will be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Awardee's failure to pay such taxes. Awardee will be solely responsible for its program development, operation, and performance.

## **8.0 SUBCONTRACTOR**

Awardee will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts, any of them, may be liable to the same extent that the Awardee is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

## **9.0 ASSIGNMENT**

Awardee will not assign its rights to this Contract in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of the County, provided that such approval will not be unreasonably withheld.

## **10.0 NON-DISCRIMINATION**

- 10.1 Awardee agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.
- 10.2 During the performance of this contract, Awardee will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

## **11.0 AMERICANS WITH DISABILITIES ACT**

Awardee will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If Awardee is carrying out a government program or services on behalf of County, then Awardee will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Contract.

## **12.0 AUTHORITY TO CONTRACT**

Awardee warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Awardee or any third party by reason of such determination or by reason of this Contract.

## **13.0 FULL AND COMPLETE PERFORMANCE**

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.

#### **14.0 CANCELLATION FOR CONFLICT OF INTEREST**

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference. In addition, Awardee agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations that govern specific funding sources identified in the contract, including, but not limited to, those governing nepotism.

#### **15.0 TERMINATION/SUSPENSION**

- 15.1 Termination for Convenience: County reserves the right to terminate this Contract at any time and without cause by serving upon Awardee 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Awardee will be payment for services rendered prior to the date of termination.
- 15.2 Insufficient Funds: Notwithstanding Paragraph 15.1 above, if any state or federal grant monies used to pay for performance under this Contract are either reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Contract or terminate the Contract. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to Awardee for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Awardee will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 15.3 Termination for Cause: This Contract may be terminated at any time without advance notice and without further obligation by the County when the Awardee is found by County to be in default of any provision of this Contract.
- 15.4 Non-Appropriation: Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Awardee, other than for services rendered prior to termination.
- 15.5 Suspension: County reserves the right to suspend Awardee's performance and payments under this Contract immediately upon notice delivered to Awardees's designated agent in order to investigate Awardee's activities and compliance with this Contract. In the event of an investigation by County, Awardee will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Awardee will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

#### **16.0 NOTICE**

- 16.1 Awardee must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.
- 16.2 Any notice required or permitted to be given under this Contract must be in writing and must be served by delivery or by certified mail upon the other party as follows:

**County:**

Director  
Pima County Community Services  
2797 E. Ajo Way  
Tucson, AZ 85713

**Awardee:**

Cope Community Service Inc. dba Rise, L.L.C.  
1134 S. Park Avenue  
Tucson, AZ 85719

**17.0 NON-EXCLUSIVE CONTRACT**

Awardee understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

**18.0 OTHER DOCUMENTS**

Awardee and County in entering into this Contract have relied upon information provided in the Pima County Solicitation RFP No. **RFP-CSET-WF-2012/2013** including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Awardee's Proposal and on other information and documents submitted by the Awardee in its' response to said Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**19.0 REMEDIES**

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

**20.0 SEVERABILITY**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**21.0 BOOKS AND RECORDS**

- 21.1 Awardee must keep and maintain proper and complete books, records and accounts, which must be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- 21.2 Awardee must retain all records relating to this contract at least 5 years after Awardee submits its single or last expenditure report or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 5-year period, whichever is later.

**22.0 AUDIT REQUIREMENTS**

- 22.1 Awardee will:
  - 22.1.1 **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Contract.** The accounting must record all expenditures which are used to support invoices and requests for payment from the County.
  - 22.1.2 Establish and maintain accounting records which identify the source and application of any funds not provided under this Contract used to support these Contract activities.

- 22.1.3 Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 22.1.4 Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 22.1.5 Assure that any audit conducted pursuant to this Contract is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Article, unless a different time is specified by County. The audit submitted must include Awardee responses, if any, concerning any audit findings.
- 22.1.6 Pay all costs for any audit required or requested pursuant to this Article, unless the cost is allowable for payment with the grant funds provided pursuant to this Contract under the appropriate federal or state grant law and the cost was specifically included in the Awardee grant budget approved by County.
- 22.2 Awardee status:
  - 22.2.1 If Awardee is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Awardee will comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."
  - 22.2.2 If Awardee meets or exceeds the single audit threshold set forth in 2 C.F.R. § 200, Awardee will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Awardee's fiscal year.
- 22.3 Timely submit the required or requested audit(s) to:
  - Director
  - Community Services, Employment & Training Dept.
  - 2797Ajo Way, 3<sup>rd</sup> Floor
  - Tucson, AZ 85713

## **23.0 CONFIDENTIALITY**

Awardee must maintain all client and applicant files confidential and will provide access to these files only to persons properly authorized. Awardee will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.

## **24.0 COPYRIGHT**

Neither Awardee nor its officers, agents or employees will copyright any materials or products developed through contract services provided or contract expenditures made under this Contract without prior written approval by the County. Upon approval, the County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

## **25.0 PROPERTY OF THE COUNTY**

- 25.1 Awardee is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of the County.
- 25.2 Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Awardee is not entitled to a patent or copyright

on those materials and may not transfer the patent or copyright to anyone else, nor will Awardee use or release these materials without the prior written consent of the County.

## **26.0 DISPOSAL OF PROPERTY**

Termination will not relieve any party from liabilities or costs already incurred under this Contract nor affect any ownership of property pursuant to this Contract.

## **27.0 COORDINATION**

On matters relating to the administration of this Contract, County will be Awardee's contact with all Federal, State and local agencies that provide funding for this Contract.

## **28.0 ACCOUNTABILITY**

To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the State of Arizona, the U.S. Department of Labor, and the Comptroller of the United States will at all reasonable times have the right of access to Awardee's facility, books, documents, papers, or other records which are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Awardee's performance and Awardee's compliance with this Contract. This provision must be included in all contracts between Awardee and its subcontractors providing goods or services pursuant to this Contract. Awardee will be responsible for subcontractors' compliance with this provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with this provision.

## **29.0 PUBLIC INFORMATION**

- 29.1 Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, documents submitted by Awardee to County may be considered public records and may be subject to release to any member of the public. Records subject to release may include, but are not limited to: pricing, product or program specifications, work plans, and any supporting data.
- 29.2 In the event that County receives a public records request pursuant to A.R.S. § 39-121 *et seq.* for documents Awardee submitted to County, County will notify Awardee on the same day the request is made or as soon as possible thereafter.
- 29.3 County will release Awardee's records ten (10) business days after the date of notice to the Awardee, unless Awardee has secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release will not be counted in the time calculation.
- 29.4 County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records submitted to County by Awardee nor will County be in any way financially responsible for any costs associated with securing such an order.

## **30.0 ELIGIBILITY FOR PUBLIC BENEFITS**

Awardee will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Contract to the extent such provisions are applicable.

## **31.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE**

- 31.1 Awardee hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Awardee's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws").

Awardee will further ensure that each subcontractor who performs any work for Awardee under this contract likewise complies with the State and Federal Immigration Laws.

- 31.2 County will have the right at any time to inspect the books and records of Awardee and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 31.3 Any breach of Awardee's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, will be deemed to be a material breach of this Contract subjecting Awardee to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Awardee will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if Minority and Women Business E preferences apply) as soon as possible so as not to delay project completion.
- 31.4 Awardee will advise each subcontractor of County's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:
- "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."
- 31.5 Any additional costs attributable directly or indirectly to remedial action under this Section will be the responsibility of Awardee. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Awardee's approved construction or critical milestones schedule, such period of delay will be deemed excusable delay for which Awardee will be entitled to an extension of time, but not costs.

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### 32.0 ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

#### PIMA COUNTY

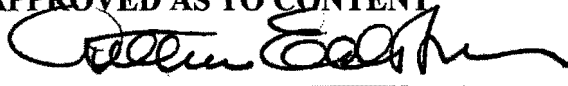
\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date


#### ATTEST

\_\_\_\_\_  
Clerk, Board of Supervisors

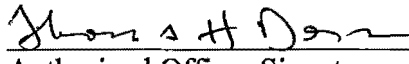
#### APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Director, Community Services, Employment  
& Training

#### APPROVED AS TO FORM

  
\_\_\_\_\_  
Karen S. Friar, Deputy County Attorney

#### AWARDEE

  
\_\_\_\_\_  
Authorized Officer Signature

THOMAS H. DONOVAN  
\_\_\_\_\_  
Print name

CEO  
\_\_\_\_\_  
Title

6/9/15  
\_\_\_\_\_  
Date



## **EXHIBIT A SCOPE OF WORK**

### **SECTION 1 -- ACTIVITIES.** Awardee will provide:

- 1.1 New and refurbished supplemental hardware to facilitate the installation of refurbished personal computers for use in computer labs of One Stop Faith-based and Community Partners for employment and training purposes.
- 1.2 Appropriate software and equipment to facilitate Virtual One Stop access by One Stop Faith-based and Community Partners and their clients for employment and training purposes.
- 1.3 Skilled and knowledgeable personnel to order, receive and install software, hardware, supplemental hardware and computer lab equipment as needed to activate Virtual One Stop access by One Stop Faith-based and community partners and their clients for workforce employment and training purposes.

### **SECTION 2 -- BUDGET.**

- 2.1 Awardee will be paid on Unit Cost basis as follows:
  - 2.1.1 Reconditioned computers -- \$50.00 to \$150.00 for each delivered computer.
  - 2.1.2 Microsoft Operating System software and license installation -- \$25.00 per computer.
  - 2.1.3 Miscellaneous computer accessories or replacement parts such as monitors, keyboards, printers, etc. -- \$10.00 to \$50.00 per accessory.
  - 2.1.4 Networking equipment required to install computer labs -- \$10.00 to \$100.00.
  - 2.1.5 Office furniture deemed necessary to provide functioning computer stations -- cost as agreed by County.
- 2.2 Total payments to Awardee will not exceed **\$20,000.00.**

END OF EXHIBIT A

## **EXHIBIT B WARRANTIES**

Awardee certifies, as evidenced by the signature (initials), that in carrying out its obligations pursuant to this Contract, it will comply with the following laws, regulations, requirements and special provisions as applicable:

1. Arizona Department of Economic Security Special Terms and Conditions
2. Workforce Investment Act, P.L. 105-220, and regulations adopted pursuant to that Act, including 20 CFR Part 652 *et al.* and 29 CFR Part 37.
3. Workforce Innovations and Opportunities Act, Pub.L.113-128.
4. Wagner-Peyser Act of 1933, as amended, 29 U.S.C. 49 *et seq.*
5. 29 CFR Part 95, Uniform Administrative Requirements for Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.
6. 29 CFR Part 96, Audit Requirements for Grants, Contracts, and Other Agreements.
7. 2 CFR Parts 200 and 2900, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
8. A.R.S. § 46-141 - Criminal record information checks; fingerprinting employees and applicants; definition, A.R.S. § 8-804 - Central registry; notification, and any other applicable fingerprinting and background check requirements for providing services to youth and vulnerable adults.
  - a. For each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals will not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients.
  - b. If the Central Registry background check specifies any disqualifying act, the individual will be prohibited from providing direct services to ADES clients. These requirements will apply throughout the full term of the contract. The Awardee will maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.
8. CHILD LABOR LAWS, including, but not limited to A.R.S. § 23-230 *et seq.*, to the extent that such provisions are applicable.
9. No funds provided pursuant to this Contract will be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office. No funds provided pursuant to this Contract will be used to transport voters or prospective voters to and from the polls or render similar assistance in connection with any such election or any voter registration activity.
10. 29 CFR Part 98 and Executive Order 12549 -- DEBARMENT AND SUSPENSION; DRUG FREE WORKPLACE, Neither Awardee nor its principals are presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11. 29 CFR Part 93 LOBBYING CERTIFICATION, No federal funds have been paid or will be paid, by or on behalf of the Awardee to any person 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.
12. NONDISCRIMINATION AND EQUAL OPPORTUNITY REQUIREMENTS, including but not limited to ARS § 41-1461 et seq., Executive Order 2009-09, and 29 CFR Parts 30, 31, 32, 33, 34, 36 and 37, Awardee will provide equal employment opportunities for all persons, regardless of race, color, religion, creed, sex, age, national origin, disability or political affiliation.
13. CLEAN AIR & CLEAN WATER ACT, All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
14. ENERGY POLICY AND CONSERVATION ACT, 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), to the extent that such provisions are applicable.
15. Copeland "Anti-Kickback" Act, 18 U.S.C.874 as supplemented in the Department of Labor regulations (29 CFR part 3), for all contracts and sub-grants for construction or repair, to the extent that such provisions are applicable.
16. Davis Bacon Act 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.
17. ENVIRONMENTAL TOBACCO SMOKE, Public Law 103-227, Part C, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18 if the services are funded by a Federal grant, contract, loan or loan guarantee.

END OF EXHIBIT B