



CONTRACT REFUGEE RELOCATION PROGRAM – RA SERVICES 230093-RFP

This contract is entered into this 26th day of April, 2023 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and Chicanos Por La Causa, Inc., an Arizona corporation (“Contractor”), for the purchase of one-time or limited-time support services that will assist refugees and immigrants and their families in overcoming obstacles and in achieving economic and social self-sufficiency including, but not limited to, obstacles such as language barriers, limited affordable housing options, financial instability, limited employment opportunities, limited education, transportation issues, lack of transferable work skills, trauma, and physical and mental health challenges.

1.0 CONTRACT TERM

This contract is for a term of one year, beginning on the 1st of May, 2023 and ending the 30th of April 2024.

2.0 OPTION TO RENEW

The County may, at its option and with the concurrence of the Contractor, renew the term of this contract up to a maximum of two additional year(s), and/or for a time period not to exceed June 30, 2026 (or at the County’s sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County’s intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

3.0 CONTRACT COMPLETION

In preparation for contract completion, and as applicable, the Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the Contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.0 PRICE ADJUSTMENTS

Any requests for reasonable price adjustments must be submitted 60 calendar days prior to contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

5.0 PAYMENTS

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- 5.1 As consideration for performance of the duties described herein, County shall reimburse the Contractor for eligible costs as approved by the County and as per the sums stated in Exhibit A – Contractor Information and Itemized Budget.
- 5.1.1 Contractor shall be paid on a cost reimbursement basis, or other alternative payment structure approved in writing by the County prior to cost being incurred, for services performed and work completed at time of billing, and will only reimburse for those costs that are based upon submitted complete and proper documentation.
- 5.1.2 Funds shall be disbursed as repayment of costs for work performed on or after the effective date of the contract and before the termination date of the contract (by June 30th, 2026). At the discretion of the Maricopa County Board of Supervisors, the termination date may be extended, but in no event shall this date be extended beyond December 31, 2026, or such other date as may be established by the United States Government.
- 5.1.3 Funding is contingent upon the availability of funds. If any action is taken by any State agency, federal department or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection with the contract, the County may amend, suspend, decrease or terminate its obligations under or in connection with the contract. In the event of termination, the County shall, disburse funds for eligible expenses for work performed prior to the effective date of the termination. The County shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten calendar days in advance.
- 5.1.4 County will reimburse the contractor on a net “0” payments standard.
- 5.1.5 Contractor shall submit an invoice via email on or before the ninth business day of the month following the month, or portion thereof, service delivery was provided. Invoicing not received within 45 days following the last day of the service month may result in forfeiture of payment for services related to that invoicing cycle.
- 5.1.6 Subject to the availability of funds, the department will, upon receipt of accurate invoicing and supporting documents enumerated in the contract, process and remit to the contractor payment of service provision or work performance.
- 5.1.7 Should there be a disallowance in an invoice, the invoice shall be processed for the reduced amount. If the contractor protests the amount or the reason for a disallowance, contractor shall address their protest, in writing, with the department. Should the contractor and the department be unable to resolve the protest, the department will forward the protest to the Maricopa County Office of Procurement Services for resolution.
- 5.1.8 Contractor shall ensure the final fiscal year invoice shall be submitted no later than the ninth business day of the month following the month services delivery was provided to ensure payment is processed on a timely basis.
- 5.2 **INVOICES**
- 5.2.1 The Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:
- Company name, address, and contact information
 - County bill-to name and contact information
 - Contract serial number
 - County purchase order number

- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract item number(s)
- Arrival and completion time
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Total amount due

5.2.2 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

5.2.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an electronic funds transfer (EFT) process. After contract award, the Contractor shall complete the Vendor Registration Form accessible from the County Department of Finance Vendor Registration Web Site <https://www.maricopa.gov/5169/Vendor-Information>.

5.2.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

5.2.5 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

5.3 APPLICABLE TAXES

5.3.1 It is the responsibility of the Contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.

5.3.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the Contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.

5.3.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to a municipality or the State of Arizona

for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

6.0 AVAILABILITY OF FUNDS

- 6.1 Contracts will be funded under 21.027 Assistance Listing Number (ALN) American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.
- 6.2 The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County shall keep the Contractor fully informed as to the availability of funds.
- 6.3 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

7.0 POST AWARD MEETING

The contractor may be required to attend a post-award meeting with the department to discuss the terms and conditions of this contract. This meeting will be coordinated by the procurement officer of the contract.

8.0 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If contractor does not want to grant such access to a member of SAVE, state so in contractor's bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

9.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the Contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

10.0 DUTIES

- 10.1 The Contractor shall perform all duties stated in Exhibit B – Scope of Work, or as otherwise directed in writing by the procurement officer.
- 10.2 Service delivery methods shall be one time or limited time (concluded by the end of the contract term) and/or have a sustainability model in which additional funding from Maricopa County (County) is no longer needed after the grant period ends.

- 10.3 Contractor shall collaborate with County departments in coordination of services, including but not limited to Maricopa County Human Services (MCHSD) and Maricopa County Public Health Department (MCPHD).

Contractor shall provide services to refugees and immigrants through a community-based system of care that is comprehensive, coordinated, and responsive to refugees' and immigrants' strengths and needs.

- 10.4 Contractor shall provide implementation and administration of program activities (see section 2.7.6 for eligible costs) to include:

- 10.4.1 Service delivery
- 10.4.2 Employee management
- 10.4.3 Reporting requirements
- 10.4.4 Qualifications and eligibility requirements
- 10.4.5 Confidentiality of client information
- 10.4.6 Uniform administrative requirements
- 10.4.7 Fiscal management and program administration
- 10.4.8 Program monitoring

10.5 **SERVICE DELIVERY REQUIREMENTS**

- 10.5.1 Target Population: All refugees and immigrants receiving program services from the contractor must be relocating to or residing in the County.
- 10.5.2 Contractor shall use all grant funds only for the intended purposes.
- 10.5.3 Service Area: Contractors shall only provide services funded by this grant within the boundaries of the County.
- 10.5.4 Services provided by the contractor must be appropriate to the language, culture, and geographic location of the refugee and immigrant population being served.
- 10.5.5 Contractor shall provide the funds for services that will address obstacles to successful resettlement and integration and help refugees and immigrants obtain and/or maintain stable housing, employment, and self-sufficiency.
- 10.5.6 Contractor shall be reimbursed for eligible costs, as determined by the County, and such costs may include, but are not limited to, housing assistance, employment assistance, health and wellness services, food assistance, social integration activities, legal services, outreach and education, and program administrative costs. Cash assistance is not included.
- 10.5.7 Contractor is highly encouraged to partner with other service providers in order to provide holistic services to the community in the proposed infrastructure, including collaboration with County departments in coordination of services, including but not limited to, collaboration with MCHSD and MCPHD.
- 10.5.8 Contractor may subcontract services, and shall be responsible for payments to subcontractors. Contractor may submit invoicing to the County for reimbursement of payments made to subcontractors for eligible services.

10.6 CONTRACTOR QUALIFICATIONS AND ELIGIBILITY REQUIREMENTS

10.6.1 In order to be considered as a qualified and eligible RA, the RA shall have and maintain through the term of the contract a contract with the federal government, Office of Refugee Resettlement and the state of Arizona Refugee Resettlement program. In addition, the RA shall:

10.6.1.1 Have a valid Unique Entity identifier (UEI) number and have and maintain throughout the term of the contract an active profile in the federal System for Award Management (SAM) (www.sam.gov).

10.6.1.2 Currently have a focus on serving refugees and immigrants in the County and have the ability to continue to provide support services to the immigrant and refugee community at the end of the contract term.

10.6.1.3 Be and remain in compliance with all applicable local, state, and federal regulations and laws, including maintaining licensure to conduct business in Arizona.

10.6.1.4 Be and remain in compliance with the MCPHD guidance, including any guidelines necessary during a public health crisis.

10.7 PROGRAM PERFORMANCE AND REPORTING

10.7.1 Contractor shall track delivery of planned service performance and submit reporting to the County, including reports of activities that have not been started, activities in process, and activities implemented. In addition, contractor shall track and report progress against service performance goals and desired outcomes as indicated in the proposal.

10.7.1.1 Contractor shall provide the County with monthly reports on the project and such reports will be due no later than the 15th of each month.

10.7.1.2 Contractor shall provide the County with a quarterly progress report of all funded activities within 15 days of the end of each calendar quarter, based on a County fiscal year (July 1st through June 30th).

10.7.2 Notwithstanding any reporting obligations set forth herein, contractor shall provide to the County any and all progress reports required by ARPA funding by the federal government, the State of Arizona and/or the County (ARPA reporting documents will be provided to the contractor upon award).

10.7.3 Progress and Compliance

10.7.3.1 Contractor shall attend progress meetings to be scheduled with the County's ARPA Project Coordinator.

10.7.3.2 Annual Reporting: Not later than 30 days after the close of each County fiscal year in which grant monies awarded under this contract are furnished, contractor shall submit to the County a narrative report of what was implemented with grant funds, the total amount of funding used, and number and demographics of refugees and/or immigrants who were impacted/benefited from the program.

10.7.4 Financial Reporting

Contractor shall maintain a financial account of financial activities related to the contract, and shall provide a financial statement reporting in U.S. dollars, all

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expenditures of County awarded grant funds and any income earned on those funds on a quarterly basis (County fiscal year). The financial statement should include County funds received and expended under this grant during the period covered by the report. The financial statement will be prepared from books and records maintained on a fund accounting (cash) basis. Only expenditures made in support of the grant purposes should be charged against the grant, and records should be maintained of such expenditures made in support of the grant adequate to enable the auditing of such funds on a quarterly basis.

10.8 PROJECT COMPLETION REPORTING

10.8.1 Contractor shall provide the MCHSD with a brief Project Completion Report (no more than one page) after the contractor's project is completed. The Project Completion Report shall be due no more than 30 days after the contractor completes their awarded project.

10.8.1.1 The Project Completion Report shall include a brief narrative summary of what was implemented with grant funds, the total amount of funding used, and projected or potential number of refugees and/or immigrants who will be impacted/benefited from this project.

10.8.1.2 The Project Completion Report shall be signed by an authorized representative of the contractor.

10.9 RECORD KEEPING

10.9.1 Contractors shall be responsible for maintaining records of receipts and expenditures, clients served, services provided, and locations served for all activities performed using grant funds. Such records include, but are not limited to:

10.9.1.1 Financial statement of all expenditures of grant funds and any income earned on those funds.

10.9.1.2 Records of receipts and expenditures that were paid for by the grant.

10.9.1.3 A grant program plan, including any additional requirements.

10.9.1.4 Documentation of any program plan reviews and updates.

10.9.1.5 Documentation of the services provided in accordance with the grant

10.9.1.6 Contractor shall maintain all records in an accurate and organized manner and keep all records in a secure location.

10.10 CONTRACT COMPLIANCE MONITORING/AUDITING

10.10.1 The County will monitor the contractor's compliance with, and performance under, the terms and conditions of the contract and the applicable federal regulations. On-site visits for compliance monitoring may be made by the County and its grantor agencies (or both the County and its grantor agencies) at any time during the contractor's normal business hours, announced or unannounced. During an on-site visit, the contractor shall make all of its records and accounts related to work performed or services provided under the contract are available to the County for inspection and copying.

10.10.2 The County will request information for fiscal monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200, to include:

10.10.2.1 Financial Management 2 C.F.R. § 200.302

- 10.10.2.2 Internal Controls 2 C.F.R. § 200.303
- 10.10.2.3 Bonds 2 C.F.R. § 200.304
- 10.10.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305
- 10.10.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306
- 10.10.2.6 Program Income 2 C.F.R. § 200.307
- 10.10.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308
- 10.10.2.8 Period of Performance 2 C.F.R. § 200.309
- 10.10.2.9 Insurance Coverage 2 C.F.R. § 200.310
- 10.10.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338
- 10.10.2.11 Procurement Standards 2 C.F.R. § 200.318
- 10.10.2.12 Indirect Costs 2 C.F.R. § 200.414
- 10.10.2.13 Compensation-Personal Services 2 C.F.R. § 200.430
- 10.10.2.14 Audit Requirements 2 C.F.R. §§ 200.501-200.517

10.10.3 Contractor may be monitored for fiscal, program delivery and grant compliance annually or more often as needed to ensure complete use of grant funds.

10.10.4 If contractor is found to be deficient in any area, contractor shall receive written notification of findings and required corrective actions. Contractor shall provide a written response outlining corrective actions and steps to ensure findings are corrected and resolved to preclude future issues.

11.0 TERMS AND CONDITIONS

11.1 INDEMNIFICATION

11.1.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable relating to the performance of this contract.

11.1.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for

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whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

- 11.1.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.
- 11.1.4 The scope of this indemnification does not extend to the sole negligence of County.
- 11.1.5 In the event that this contract is with another government agency, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this agreement, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

11.2 INSURANCE

- 11.2.1 Contractor, at Contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 11.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 11.2.3 In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 11.2.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 11.2.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 11.2.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 11.2.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.

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11.2.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

11.2.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

11.2.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

11.2.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this contract.

11.2.9.3 Workers' Compensation

11.2.9.3.1 Workers' compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

11.2.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by Contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

11.2.9.4 Sexual Molestation and Physical Abuse

The policy shall be endorsed to include coverage for sexual molestation and physical abuse if Contractor shall be providing services that involve working with minors and/or vulnerable adults, in which case the coverage shall be provided at limits not less than \$2,000,000.00 per

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occurrence and \$4,000,000.00 aggregate. These limits may be included within a General Liability policy, Professional Liability policy or provided by separate endorsement with its own limits as required. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual molestation and physical abuse coverage is included." Policies/certificates stating that "Sexual molestation and physical abuse coverage is not excluded" do not meet this requirement.

11.2.10 Certificates of Insurance

11.2.10.1 Prior to contract award, Contractor shall furnish the County with valid and complete Certificates of Insurance, or formal endorsements as required by the contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

11.2.10.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual certificates of insurance.

11.2.10.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

11.2.10.4 Certificates of Insurance shall identify Maricopa County as the certificate holder as follows:

Maricopa County
c/o Risk Management
301 W Jefferson St, Suite 910
Phoenix, AZ 85003

11.2.11 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 301 W. Jefferson St. Suite 700, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

11.3 FORCE MAJEURE

11.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.

11.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

11.3.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

11.4 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

11.5 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

11.6 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

11.7 PURCHASE ORDERS

11.7.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

11.7.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County procurement officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

11.8 BACKGROUND CHECK

Respondents may be required to pass multiple background checks (e.g. Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees, and the failure to pass these checks shall deem the respondent non-responsible.

11.9 SUSPENSION OF WORK

The procurement officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be

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granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

11.10 STOP WORK ORDER

11.10.1 The procurement officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

11.10.1.1 cancel the stop work order; or

11.10.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

11.10.1.3 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor

11.11 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the Contractor.

11.12 TERMINATION FOR DEFAULT

11.12.1 The County may, by written Notice of Default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

11.12.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

11.12.1.2 make progress, so as to endanger performance of this contract; or

11.12.1.3 perform any of the other provisions of this contract.

11.12.2 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

11.13 PERFORMANCE

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform, and any price differential will be charged against the Contractor.

11.14 ACCEPTANCE

Upon completion of services, service delivery shall be deemed accepted and the warranty period shall begin when the department has deemed all service/work completed, including

but not limited to, any inspection, repair, installation, design, development, deployment, operation, and initial training (as applicable). Additionally, all documentation shall be completed prior to final acceptance.

11.15 CONTRACTOR EMPLOYEE MANAGEMENT

11.15.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.

11.15.2 If Contractor personnel's employment status changes, Contractor shall provide County a list of proposed replacements with equivalent or greater experience.

11.15.3 Under no circumstances shall the implementation schedule to be impacted by a personnel change on the part of the Contractor.

11.15.4 Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County.

11.15.5 County reserves the right to immediately remove from its premises any Contractor personnel it determines to be a risk to County operations.

11.15.6 County reserves the right to request the replacement of any Contractor personnel at any time, for any reason.

11.16 WARRANTY OF SERVICES

11.16.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the contract, including all descriptions, specifications, and attachments made a part of this contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

11.16.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished hereunder.

11.17 INSPECTION OF SERVICES

11.17.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the contract requires.

11.17.2 County has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

11.17.3 If any of the services do not conform to contract requirements, County may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

11.17.3.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

11.17.3.2 reduce the contract price to reflect the reduced value of the services performed.

11.17.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, County may:

11.17.4.1 by contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

11.17.4.2 terminate the contract for default.

11.18 USAGE REPORT

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

11.19 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to A.R.S. § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

11.20 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

11.21 SUBCONTRACTING

11.21.1 The Contractor may not assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

11.21.2 The subcontractor's rate for the job shall not exceed that of the prime Contractor's rate, as bid in the pricing section, unless the prime Contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime Contractor's invoice.

11.22 AMENDMENTS

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

11.23 ADDITIONS/DELETIONS OF REQUIREMENTS

The County reserves the right to add and/or delete materials and services to a contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a contract, prices for such additions will be negotiated between the Contractor and the County.

11.24 RIGHTS IN DATA

11.24.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

11.24.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

11.25 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

11.25.1 In accordance with Section MC1-372 of the Maricopa County Procurement Code, the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

11.25.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

11.26 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

11.27 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

11.28 VALIDITY

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

11.29 SEVERABILITY

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

11.30 RELATIONSHIPS

11.30.1 In the performance of the services described herein, the Contractor shall act solely as an independent Contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

11.30.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless a different time period was previously approved by the County.

11.31 NON-DISCRIMINATION

Contractor 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. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall 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. (Arizona Executive Order 2009-09 can be viewed at https://apps.azsos.gov/public_services/register/2009/46/governor.pdf).

11.32 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

11.33 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

11.33.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers, and directors:

11.33.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

11.33.1.2 have not within a three-year period preceding this contract:

11.33.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; or

11.33.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery,

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bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

11.33.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;

11.33.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

11.33.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.

11.33.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

11.33.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the Contractor shall include the information required by this clause with their bid.

11.34 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

11.34.1 By entering into the contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at www.uscis.gov.

11.34.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 11.34.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

11.35 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

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11.35.1 The parties agree that this contract and employees working on this contract will be subject to the Contractor Employee Whistleblower Protections established by Title 41 U.S.C. § 4712 and Section 3.908 of the Federal Acquisition Regulation.

11.35.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

11.35.3 Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold (\$250,000 as of fiscal year 2018).

11.36 CONTRACTOR LICENSE REQUIREMENT

11.36.1 The Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The Contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both the Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.

11.36.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

11.37 UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION

All contractors that receive federal funding must have a UEI number through <https://sam.gov/content/entity-registration>. Contractor must also remain current with the System for Award Management www.sam.gov throughout the term of the contract.

11.38 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into a contract, the contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

11.39 RELIGIOUS ACTIVITIES

The contractor agrees that costs, planned or claimed, including costs incurred, shall not include any expense for any religious activity.

11.40 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County or the contractor under the agreement shall be used in the performance of this agreement for any

partisan political activity, or to further the election or defeat of any candidate for public office.

11.41 EQUAL EMPLOYMENT OPPORTUNITY

11.41.1 The contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include but is not limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.41.2 Contractor shall comply with the following provisions:

11.41.2.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.);

11.41.2.2 The Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.);

11.41.2.3 The Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, et seq.);

11.41.2.4 The Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and Arizona Executive Order 2009-09, as amended, et seq. which mandates that all persons shall have equal access to employment opportunities.

11.41.2.5 Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

11.42 CERTIFICATION REGARDING LOBBYING

11.42.1 Contractor certifies, to the best of their knowledge and belief, that:

11.42.1.1 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 any agency. This applies to 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. Including 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.

11.42.2 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, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11.42.3 Contractor shall include Lobbying Certification language in the award documents for all subcontractors (including sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

11.42.3.1 The Lobbying Certification is a material representation of fact upon which reliance was placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any successful proposer(s) who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

11.43 CLEAN AIR ACT & CLEAN WATER ACT

Contractor must comply with 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).

11.44 ENERGY POLICY AND CONSERVATION ACT

Contractor must adhere to the 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).

11.45 INFLUENCE

11.45.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

11.45.2 An attempt to influence includes, but is not limited to:

11.45.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

11.45.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

11.46 CONFIDENTIAL INFORMATION

11.46.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

11.46.2 The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

11.46.3 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

11.47 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

11.48 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

11.49 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

11.50 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

11.51 FORCED LABOR

11.51.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

11.51.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:

11.51.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

11.51.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

11.51.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

11.51.3 If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within

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five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180 day period, the agreement terminates on the agreement termination date.

11.52 PRICES

Contractor warrants that prices extended to County under this contract are no higher than those paid by any other customer for these or similar services.

11.53 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this contract and Contractor's license agreement, if applicable, the terms of this contract shall prevail.

11.54 INCORPORATION OF DOCUMENTS

11.54.1 The following are to be attached to and made part of this Contract:

11.54.1.1 Exhibit A – Vendor Information and Itemized Budget

11.54.1.2 Exhibit B – Scope of Work

11.54.1.3 Exhibit C – Office of Procurement Services Contractor Travel and Per Diem Policy

11.54.1.4 Exhibit D – NICRA FY22

11.55 NOTICES

All notices given pursuant to the terms of this contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
301 W. Jefferson St. Suite 700
Phoenix, Arizona 85003-1647

For Contractor:

Chicanos Por La Causa, Inc.
1112 E. Buckeye Road
Phoenix, AZ 85004
contracts@cplc.org

11.56 INQUIRIES

11.56.1 Administrative telephone/email inquiries shall be addressed to:

ELIZABETH KUTTNER, PROCUREMENT OFFICER
TELEPHONE: (602) 506-0099
elizabeth.kuttner@maricopa.gov

11.56.2 Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

IN WITNESS WHEREOF, this contract is executed on the date set forth above.

CHICANOS POR LA CAUSA, INC.

DocuSigned by:

Andres Contreras

95818394C5EA42C

AUTHORIZED SIGNATURE

Andres Contreras EVP, IHSSE

PRINTED NAME AND TITLE

1112 E. Buckeye Rd., Phoenix, AZ 85034

ADDRESS

4/5/2023 | 3:14 PM PDT

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY

DATE

EXHIBIT A: VENDOR INFORMATION AND ITEMIZED SERVICE BUDGET

COMPANY NAME:	Chicanos Por La Causa, Inc.		
DOING BUSINESS AS (dba):	Chicanos Por La Causa, Inc.		
MAILING ADDRESS:	1112 E. Buckeye Road		
REMIT TO ADDRESS:	1112 E. Buckeye Road		
TELEPHONE NUMBER:	480-220-9804		
FAX NUMBER:			
WWW ADDRESS:	www.cplc.org		
REPRESENTATIVE NAME:	Andres Contreras		
REPRESENTATIVE TELEPHONE NUMBER:	6022570700		
REPRESENTATIVE EMAIL ADDRESS:	grants@cplc.org		
UNIQUE ENTITY ID (UEI) FROM SAM.GOV	H4HTRFZTL683		
	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

NET 0 DAYS

ITEMIZED BUDGET							
SERVICES BUDGET FOR CONTRACT PERIOD UP TO ONE YEAR							
CONTRACT SERVICE: Community College Connections							
						COST	
I.	<u>PERSONNEL</u>		Total Salary	% Allocated Service	TOTAL	SHARED	COUNTY
Number of Positions	FTE	Position Title	for the Contract Period	for MCHSD	SERVICE COST	COSTS (non-County costs, if applicable)	COST
	Level						
1	1.00	Program Manager	\$ 70,000.00	100%	\$70,000.00		\$70,000.00
5	1.00	Refugee Case Manager	\$ 50,000.00	100%	\$250,000.00		\$250,000.00
1	1.00	Associate Director	\$ 90,000.00	5%	\$4,500.00		\$4,500.00
1	1.00	Director	\$ 108,000.00	5%	\$5,400.00		\$5,400.00
1	1.00	Deputy Director	\$ 97,740.00	5%	\$4,887.00		\$4,887.00
							\$0.00
9				TOTAL:	\$334,787.00		\$334,787.00
II.	<u>EMPLOYEE RELATED EXPENSES</u>						

SERIAL 230093-RFP

					TOTAL		COUNTY
	ITEM		BASIS		COST		COST
	Payroll Taxes & Fringe Benefits		34% x \$334,787.00		\$113,828.00		\$113,828.00
				TOTAL:	\$113,828.00		\$113,828.00
III.	<u>PROFESSIONAL AND OUTSIDE SERVICES</u>						
					TOTAL		COUNTY
	ITEM		BASIS		COST		COST
							\$0.00
				TOTAL:	\$0.00		\$0.00
IV.	<u>TRAVEL</u>						
					TOTAL		COUNTY
	ITEM		BASIS		COST		COST
	Annual Van Maintenance		1 x \$6,940		\$6,940		\$6,940
	Vehicle Fuel		5,000 miles/month @ 10 mpg @ \$4.00/gallon		\$24,000		\$24,000
				TOTAL:	\$30,940.00		\$30,940.00
V.	<u>MATERIALS AND SUPPLIES</u>						
					TOTAL		COUNTY
	ITEM		BASIS		COST		COST
	Laptop Computers		\$1,500 per laptop x 6 FTE		\$9,000.00		\$9,000.00
	Printer Rental		\$500 per month x 12 months		\$6,000.00		\$6,000.00
	Cell Phone Allowance		\$50 per month x 12 months x 6 FTE		\$3,600.00		\$3,600.00
	Office Supplies		\$500 per month x 12 months		\$6,000.00		\$6,000.00
				TOTAL:	\$24,600.00		\$24,600.00
VI.	<u>OPERATING SERVICES</u>						
					TOTAL		COUNTY
	ITEM		BASIS		COST		COST

EXHIBIT B - SCOPE OF WORK

Goal: To help refugees and immigrants and their families in Maricopa County overcome obstacles and achieve economic & social self-sufficiency.

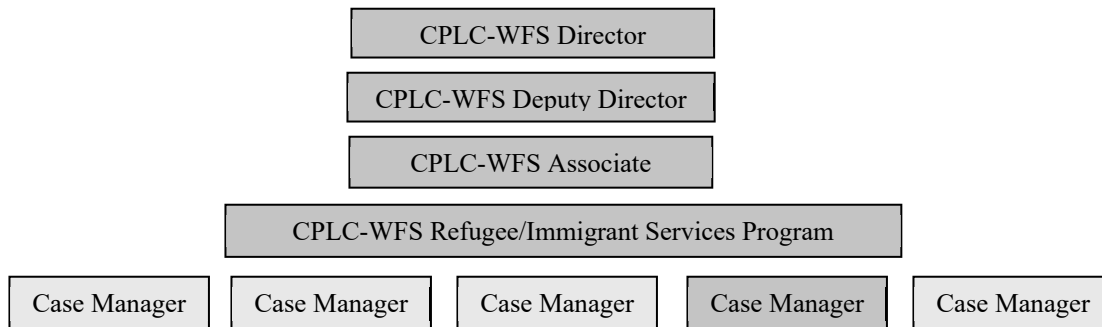
Number of families served during the 1-year grant period: 40

Activities and Services Provided: Five (5) experienced and trained case managers will provide outreach, intake, transitional housing and stabilization services for newly arrived immigrants and refugees (first 90 days), assessment, creation of service plan leading to economic and social self-sufficiency, case management, supportive services including permanent housing navigation, transportation, personal items, education navigation including English language acquisition, employment navigation, health and wellness, benefits screening and enrollment assistance, food, legal services, and social integration activities. Case managers will use a trauma-informed, culturally and linguistically specific, client-centered, whole-family approach to delivering services. Case managers will access all available community resources prior to accessing grant supportive service funds. The needs of clients and their families will be continuously monitored to ensure an appropriate level of service and continued progress toward the goal of financial and social self-sufficiency.

5.7.1.2.1 Describe the proposed services including the service delivery model, timeline, target population, and performance goals and desired outcomes, including anticipated number of immigrants and refugees to be served.

Service Delivery Model: The primary service delivery location will be CPLC Workforce Solution’s (CPLC-WFS) downtown office, which is co-located with Rio Salado Community College. Services will also be delivered via phone, text, and virtually. Services will be delivered by five (5) trained and experienced Case Managers. A Project Manager will provide direct supervision to Case Managers, coordinate the implementation of services, maintain and facilitate new partnerships, track and analyze data, complete reporting, and implement quality improvement measures, as necessary. CPLC-WFS Director, Deputy Director, and Associate Director will provide overall contract oversight.

CPLC-WFS Refugee/Immigrant Services Program Organizational Chart



Role of the Case Managers: Case Managers will assess the needs of immigrants and refugees and their families, develop a service plan, provide the mentoring, education, and social support needed to help them acclimate to their new country, and provide and coordinate a wide range of services to help them move toward housing, financial, and social self-sufficiency. Case managers will fill an essential role in helping newly arrived refugees and immigrants navigate the complicated US education, workforce, and social services systems.

Services and activities provided by the case management team will include:

Outreach: CPLC-WFS receives referrals from the Arizona Refugee Resettlement Program, Arizona Immigrant and Refugee Services, Catholic Charities Refugee Services, the International Rescue Committee, Welcome to America, local schools, and word of mouth. CPLC also uses its strong social media presence as well as in-person outreach at various community events and locations to reach those in need.

Stabilization of Newly Arrived Refugees/Immigrants (first 90 days): Case Managers will assist newly arrived individuals and families with moving into transitional housing and assess and provide urgently needed services (e.g., medical or dental care) and basic needs (e.g., food, hygiene supplies, clothing, medications, diapers). These services and basic needs will be provided directly from grant funds or through a well-developed network of community partners.

Orientation: Within two weeks of being in the program, each client will go through an in-depth orientation detailing the goals of the program and available services (provided directly by CPLC-WFS or partnering agencies). The orientation will be delivered in a culturally and linguistically specific manner and provide an overview of the US educational, workforce, healthcare, immigration, and social service systems, and general health and safety precautions. Law enforcement will play a key part in the orientation and provide information on refugee/immigrant rights in the US and safety guidelines

Comprehensive, Long-term, Needs Assessment: Once the client and their family are stabilized (i.e., have safe, transitional housing, food and other basics, needed medical and behavioral healthcare), the case manager will complete a long-term needs assessment. The purpose of this needs assessment is to identify barriers to long-term housing, financial, and social stability for the client and their family along with strategies to overcome these barriers. The client and their family's housing, legal, immigration, medical/behavioral health, transportation, social, food, and other basic needs will be assessed as well as their level of education, knowledge of the US education, workforce, and social services systems, life skills, marketable job skills, career goals, and English language proficiency.

Service Delivery Plan: Based on this assessment, a service delivery plan will be created for each immigrant or refugee served. This service delivery plan will incorporate the needs of the entire family unit, and its goal will be to move the client and their family toward long-term housing, financial, and social self-sufficiency.

Provision of Supportive Services: Based on the Service Delivery Plan, supportive services will be provided directly by the program or through a well-developed network of partners. These supportive services will be provided in the following categories:

- a. **Housing:** If permanent housing is not available upon arrival, families will be provided with safe and suitable (i.e., of appropriate size, near public transportation, schools, places of employment, social supports) transitional housing until permanent housing can be secured. Case managers will also help families secure all necessary household items (e.g., beds, bedding, furniture, kitchen and dining supplies, towels, phones, computers). Once families are stabilized, case managers will assist them with locating safe, affordable housing that meets the family's needs. Assistance with move-in costs, rent, and utilities will be provided for up to 12 months. Families will contribute 30% of their income toward rent and utilities.
- b. **Transportation:** Case managers will coordinate transportation from the airport to housing, doctor's appointments, shopping, appointments with DES, and other necessary appointments and meetings. One 12-passenger van will be leased to assist with client transportation. Clients and their family members will also be assisted with obtaining driver's licenses so that they may independently get to places of employment, appointments, shopping, social and recreational activities, and other community locations. Additionally, case managers will help clients and their family members access bicycles, bus passes, gas cards, and other supports that will enable clients and their families to travel independently.
- c. **Personal Items:** Personal items needed for day-to-day living (e.g., soap/shampoo, grooming essentials, hygiene products, diapers, clothing, detergent, over-the-counter medications, first aid supplies, and other items) will be provided to all clients and their family members.
- d. **Education Navigation:** Case managers will teach clients and their family members about the US education system and help them navigate this system. Clients and their family members will be assisted with locating schools and partner agencies that provide English language, computer literacy, financial literacy, and basic adult education classes. career exploration. Additionally, case managers will help clients and their family members assess their marketable skills and experience and provide assistance with career exploration, finding post-secondary education or occupational skills training that matches their career interests and needs, and locating and applying for financial assistance. Case managers will also refer clients needing translation of qualifications and certificates to authorized agencies. This will translation of documents from their native country, review of foreign credentials by a qualified institution of higher education or professional association, and credentialing based on prior employment and skills training in their native country. Additionally, case managers will provide information about schooling options to parents with school-aged children. They will also assist with enrollment, transition, and adjustment.
- e. **Employment Navigation:** Case managers will teach clients and their family members about the US workforce system and culture and help them navigate this system. They will also assess work-related skills, work experience, and education, and help with job search, the application process, resume writing, interviewing skills, locating and attending job fairs and hiring events, work readiness skills (e.g. soft skills), accessing work clothing and other necessary work-related equipment, accessing childcare (up to 6 months), and accessing transportation to interviews, job fairs, and places of employment (e.g., bus passes, gas cards). Clients and their families receive assistance with obtaining employment requirements such as food handler's cards, Article 9, TB testing, and other requirements.

- f. Health and Wellness: Case managers will provide transportation and financial assistance (as necessary) so that clients and their families can access necessary health and wellness services. These services include but are not limited to healthcare, behavioral healthcare, dental services, vaccines and COVID testing, HIV/AIDS testing and intervention services, hearing and vision-related services, domestic/sexual violence and human trafficking intervention services, health literacy education, and wellness supports. Case managers will work with CPLC's Keogh Health Connection to enroll clients and their family members in eligible benefit programs to cover the cost of these services. If the client and their family members are not able to access benefits to cover needed health services, financial assistance will be provided by the proposed program. Case Managers and program manager will also work with County to create and train a network of culturally competent providers.
- g. Benefits Screening and Enrollment: Upon arrival, clients will be assisted with applying for services such as SNAP, AHCCCS, Refugee Cash Assistance, childcare, TANF, foster care, programs for persons with disabilities, programs for seniors, and DACA. As mentioned above, case managers will work with CPLC's Keogh Health Connection program to facilitate this enrollment.
- h. Food: Clients and their families will be provided with gift cards to grocery stores for food and beverages and connected to food banks, farmers' markets, and community services that offer culturally appropriate foods and beverages. Connecting clients to these resources will also help them integrate into their communities.
- i. Legal Services: Case managers will assist with Green Card applications, DACA renewals, and accessing other immigration services. CPLC's Family Immigration Services will be a partner in this endeavor.
- j. Social Integration Activities: Case managers will provide or help clients and their families access English language instruction, financial literacy instruction, immigration process information, citizenship classes, life skills instruction, and other needed resources and instruction that will assist with social integration. Case managers will also help clients and their families access senior centers, social and recreational activities and groups, intergenerational activities, culturally specific mentoring, places of worship, and culturally specific groups, resources, and activities.

Case managers will access all available community resources (provided internally by CPLC's other programs and externally by a well-developed network of community partners) prior to accessing grant-supportive service funds. The needs of clients and their families will be continuously monitored to ensure an appropriate level of service and continued progress toward the goal of financial and social self-sufficiency.

Timeline:

- 1st Quarter: Advertise, hire, and train new staff, set up office space and storage; solidify referral process with housing and other partners; lease vehicle; purchase supplies to meet refugees'/immigrants' needs upon arrival; prepare resources binder, set up filing systems; finalize data collection systems and methodology for program evaluation and reporting; begin recruitment/intake.
- 2nd Quarter: Continue recruitment/intake; provide housing, urgent services, and basic needs for newly arrived refugees and immigrants; provide needs assessment and individual service plan for refugees/immigrants and their families who have been stabilized; provide case management and supportive services, collect data for evaluation and reporting; complete necessary reporting; evaluate date and implement quality improvement measures, as necessary.
- 3rd Quarter: Continue recruitment/intake (if the program has not yet reached 40 clients and their families); provide housing, urgent services, and basic needs for newly arrived refugees and immigrants; provide needs assessment and individual service plan for refugees/immigrants and their families who have been stabilized; provide case management and supportive services, collect data for evaluation and reporting; complete necessary reporting.
- 4th Quarter: Continue recruitment/intake (if the program has not yet reached 40 clients and their families); provide housing, urgent services, and basic needs for newly arrived refugees and immigrants; provide needs assessment and individual service plan for refugees/immigrants and their families who have been stabilized; provide case management and supportive services, collect data for evaluation and reporting; complete necessary reporting; evaluate date and implement quality improvement measures as necessary. Gather success stories and complete the year 1 final report.

Logic Model: CPLC Refugee and Immigrant Assistance Program

Goal: To help refugees and immigrants and their families in Maricopa County overcome obstacles and achieve economic & social self-sufficiency				
Resources	Activities	Outputs	Short-Outcomes	Long-term Outcomes
1 Program Manager 5 Case Managers Staff training Partners providing referrals to program Passenger van/fuel Easily accessible office space Laptops/cell phones for program staff Funds for supportive services Other CPLC programs and external partners to provide wrap around services Experience providing services for refugees and immigrants Positive reputation in community Experience providing workforce services to vulnerable populations	New staff onboarded & trained Outreach Intake & assessment of participant goals & supportive service needs (considering the entire family unit) Trauma-informed case management Provision of supportive services including permanent housing navigation, transportation, personal items, education navigation including English language acquisition, employment navigation, health and wellness, benefit screening and enrollment assistance, food, legal services, and social integration activities. Tracking & reporting of program outputs, outcomes, and participant satisfaction Implementation of quality improvement measures as needed	# of outreach contacts 40 families enrolled & assessed 40 families receiving case management services including but not limited to: navigation of basic needs (housing, food, medical/behavioral health, transportation), assistance on how to navigate the US educational, workforce, and social service systems # and type of supportive services provided # enrolled in ESL	# provided with basic needs (housing, food, medical/behavioral health, transportation) within 90 days of arrival # placed in survival employment # with improved English proficiency # with adequate social support # with career & economic self-sufficiency plan # with increased knowledge of how to navigate US educational, workforce & social service systems # enrolled in education/occupational training # satisfied or highly satisfied with services	# completing education/occupational training # placed in permanent housing # working in chosen career pathway # economically and socially self-sufficient
Note: output and outcome projected numbers for many indicators will be dependent on needs of refugees/immigrants served. As such they are not defined.				

5.7.1.2.1.1 Describe the program's feasibility to assist refugees and their families to achieve housing and economic stability.

The proposed program model is based on needs identified in CPLC's *Refugee Career Pathway Needs Assessment* completed by CPLC Workforce Solutions (CPLC-WFS) and CPLC's Research and Evaluation Department. The purpose of this report was to identify barriers and challenges faced by refugee populations in Maricopa County and inform culturally and linguistically informed programming to help refugees become financially self-sufficient upon exit. Those surveyed ranged in age from 16 to 34 (with an average age of 24) and had been in the US between 7 months to 2 years (half had lived in the US for less than a year). Ninety-four percent were interested in getting more education and 94% would recommend the program to friends or family. Those surveyed reported that their pursuit of education, quality jobs, and financial and social self-sufficiency was hindered by a lack of:

- English language proficiency
- Knowledge regarding the US workforce and education systems and processes
- Coordinated, comprehensive and long-term refugee assistance programs and services
- Access to basic needs and services to address social determinants of health (e.g., housing, transportation, food)

Based on the results of this survey and observations from CPLC-WFS's team members that focus on refugee and immigrant populations, the proposed program will focus on assisting clients with:

- English language proficiency
- Education navigation (including enrollment, securing and translating transcripts from their countries of origin), and applying for financial assistance)
- Employment navigation (including career exploration, assisting with identifying and marketing transferable skills, and assistance with identifying quality job opportunities)
- Coordination of comprehensive, wrap-around services
- Finding, securing, and moving into safe, suitable, affordable, quality permanent housing
- Accessing reliable transportation to get to school, places of employment, shopping, medical and behavioral health appointments, community events, and other necessary services

- Accessing healthy, affordable, culturally appropriate food

In addition to this data that supports the proposed program model, CPLC has the demonstrated organizational capacity to successfully implement the proposed program. This demonstrated organizational capacity is highlighted below.

- CPLC's success in serving refugee and immigrants populations in Maricopa County
- CPLC's history of providing impactful workforce services to vulnerable populations (including newly arrived immigrants and refugees) in Maricopa County
- CPLC's experience in managing ARPA funds
- Staff with experience working with refugee populations
- Multiple internal CPLC programs and well-established community partners that provide comprehensive services to support refugees' and immigrants' path to economic and social self-sufficiency
- Client-centered, culturally and linguistically specific, and trauma-informed program model
- Completed evaluation of refugee needs that has informed program model
- Program's alignment with CPLC's mission of diving economic and political empowerment
- CPLC's positive reputation among immigrant and refugee populations

5.7.1.2.1.2 Describe the contractor's experience in providing the proposed services and/or working with the immigrant and refugee population.

CPLC Family Immigration Services: CPLC's DOJ-accredited Family Immigration Services (FIS) help newcomers overcome barriers to immigration and naturalization, prosper economically, and engage in their new community. Services have been provided in Somerton, AZ, since 1980. In 2019, a second office opened in Tucson, AZ, which also serves rural border communities in Pima, Santa Cruz, and Cochise counties. In addition to 4 DOJ-accredited staff, FIS employs a community organizer, who oversees our Leadership Certification for Immigrants Academy. In FY 21/22, FIS provided 2,164 consultations. Approximately 50% of these became cases (164 naturalizations and 461 I-90 renewals/replacements). FIS also provided DACA and work permit renewals, family petitions, consular processing, adjustments of status, U Visas, and VAWA.

CPLC Workforce Solutions (CPLC-WFS): By blending best-practice and innovative programming with CPLC's institutional stability, grassroots reach, and community development expertise, CPLC-WFS has become one of Arizona's leading non-profit workforce development teams. CPLC-WFS identifies local workforce trends, resources, and gaps, then implements hyper-localized strategies in partnership with other stakeholders. CPLC-WFS's approach supports regional business sectors and the local economy by upskilling residents with skill sets desired by area employers while facilitating job placement and retention. By offering many consumer-friendly access points and expedient intake, assessment, and service delivery, CPLC-WFS expedites entry into high-growth career pathways. Services include career exploration, job search assistance, hiring events, GED/basic skills classes, case management, and job skills training culminating in industry-recognized credentials. CPLC-WFS serves approximately 4,000 annually. The vast majority of those served are first- and second-generation immigrants who are unemployed or underemployed. The mean wage of those served increased from \$12.97 to \$14/hour. Unemployed clients were placed in jobs 6 weeks faster than those not enrolled in services.

In 2019, CPLC-WFS began providing services specifically adapted to the needs of refugee youth when it received a grant from the State of Arizona. This grant provided mentoring for refugee youth with a focus on education and workforce development. In 2021, CPLC-WFS received a grant from USAA to provide additional workforce services to refugee youth. The CPLC-WFS Youth Refugee Workforce Program currently serves refugee youth living in the Phoenix metropolitan area. Eligible refugee youth living in the City of Phoenix are co-enrolled in CPLC-WFS's City of Phoenix-funded youth workforce program (pass through federal WIOA funds) whenever possible. CPLC-WFS receives referrals from the Arizona Refugee Resettlement Program, Arizona Immigrant and Refugee Services, Catholic Charities Refugee Services, International Rescue Committee, Welcome to America, local schools, and word of mouth. From August 2021 to June 2022, a total of 252 refugee youth (ages 16-24) were served. The most common counties of origin included Eritrea (31%), the Democratic Republic of the Congo (15%), Tanzania (10%), Syria (10%), Kenya (5%), and Somalia (5%). 162 of the youths served found employment and 28 are currently in college or occupational skills training, including software development, medical assisting, and dental assisting. Additionally, the program helped 78 participants obtain their driver's licenses so they could get to school and/or their places of employment. Based on its success in serving the refugee population in Maricopa County, CPLC-WFS was one of only 25 organizations nationwide awarded a federal, 3-year ORR grant to serve adult Afghan refugees This Refugee Career Pathways (RCP) program assists refugees with exploring career pathways, developing individualized career plans, and addressing barriers to success and financial self-sufficiency.

5.7.1.2.1.3 Describe how the contractor will provide services that are appropriate to the language, culture, and geographic location of the immigrant and refugee population.

CPLC-WFS utilizes culturally sensitive materials, ensures staff deliver services in a culturally- and linguistically-specific manner, and offers activities and resources that are native to clients' country of origin. Currently, CPLC-WFS has culturally diverse staff from refugee and immigrant communities that are experienced in working with refugees. Collectively, staff members speak fifteen (15) different languages. In addition, CPLC-WFS will fill vacant positions with qualified individuals from the refugee and immigrant communities to fill any cultural or language gaps. If needed, CPLC WFS will contract with authorized agencies for translations and interpretation services. All staff members are required to complete cultural competency training upon hire.

5.7.1.2.1.4 Describe the policy in place to provide equal access to programs and services for individuals with disabilities, and what reasonable accommodations are in place in compliance with the Americans with Disabilities Act and Equal Access to Housing Final Rule.

CPLC is committed to complying with all federal and state laws concerning serving persons with disabilities. It is CPLC's policy not to discriminate against any qualified individual seeking services with a disability with regard to any terms or conditions of service because of such disability or perceived disability. CPLC will provide reasonable accommodations to a qualified individual with a disability, pursuant to the Americans with Disabilities Act (as amended) and applicable state law, who has a known disability or has made CPLC aware of their disability and need for such accommodations, provided that such accommodation does not constitute an undue hardship on CPLC. All CPLC-WFS staff members complete training to comply with the latest policies and guidelines implemented by federal, state, and local governments.

5.7.1.2.2 Describe the sustainability of the program, meaning how the contractor will be able to continue to provide direct services to immigrants and refugees after the County funding ends, including:

5.7.1.2.2.1 How the contractor shall partner with other service providers to provide holistic services to the community, including collaboration with Maricopa County departments in coordination of services, including but not limited to, collaboration with Maricopa County Human Services and Maricopa County Public Health departments.

CPLC-WFS has developed a wide range of partnerships with other service providers to offer a holistic array of services to refugees served. Partnerships include CPLC internal programs as well as external partners. A partial list of these partners is provided below.

Internal Partners

- Supportive Housing
- Immigration Services
- Community Center
- Centro Familia (Behavioral Health Services)
- LUCES (HIV/AIDS clinic)
- Family Assistance
- Housing Counseling
- De Colores (Domestic/Sexual Violence Intervention Services)
- Human Trafficking Intervention Services
- Keogh Health Connection (Benefit Enrollment Assistance and Healthcare Navigation)
- Healthy Aging

External Partners

- Tiempo, Inc. (Affordable Housing)
- Prestamos (Small Business Assistance)
- Girls Leadership Academy of Arizona (Charter High School)
- Florence Crittenton (Behavioral Health Services and Group Home for Girls)
- Maricopa County Community College District
- ACCORDE (Healthcare Occupational Skills Training)
- Valley of the Sun United Way
- Maricopa County Coordinated Entry System (Housing)
- ARIZONA@WORK Phoenix and Maricopa County
- Codefy (Occupational Skills Training)
- Baltu Technologies (Occupational Skills Training)

- St. Mary's Foodbank
- Arizona Department of Economic Security
- Providence Training Institute
- AZ Technical Training Institute
- Per Scholas
- Arizona Builders Alliance

Case Managers provide transportation to partner services and attend initial meetings, as necessary. Case managers also follow up with the organization referred to and with the client to ensure appropriate services are received by the client, answer any client questions, and ensure the client is satisfied with services. Additionally, the case manager will communicate with the appropriate staff member of the organization referred to coordinate case management and service needs.

5.7.1.2.2.2 The proposed plan for operational and service provision funding after the term of this Maricopa County contract. Please be specific of how services will be funded.

CPLC has resources to support project sustainability, including 1) a Resource Development team, comprised of seven grant writers and development professionals, that works closely with project team to identify and secure additional financial resources (e.g., government grants, corporate/foundation grants, corporate sponsorship, major gifts, individual giving, special events, and in-kind donations) to sustain and grow the program; 2) a Research and Evaluation team, which supports all project evaluation activities and completes an annual project report; 3) a Communications Team, which disseminates program successes through print, electronic, and social media; 4) a division that advocates for policies to support program goals and objectives; 5) strong, established partnerships, including partner meetings, and survivor-led advisory board to adapt the program to meet the changing needs of the community and brainstorm sustainability strategies; 6) a Board of Directors that supports program's goals as they align with CPLC's mission and strategic plan; 7) a well-developed network of partners with which to share resources, minimizing expenses and maximizing impact. and 8) diversified funding streams throughout CPLC (including earned income from other divisions) coupled with sound financial management.

In addition to leveraging these resources to support the sustainability of the program, CPLC-WFS will integrate services into existing services for refugees and the general population. These services will include those provided by CPLC-WFS (e.g., City of Phoenix Youth WIOA program, DES-funded youth refugee mentoring program, USAA-funded Youth Refugee Workforce Program, a program funded by Valley of the Sun United Way, and ORR Refugee Career Pathways (RCP) Program) and other CPLC program providing wrap-around services—such as rapid rehousing program funded by HUD. CPLC-WFS will also leverage its wide array of community partners to continue services including ARIZONA@WORK adult education and workforce services, Maricopa Community College District programs, Maricopa Refugee Health, Human Services, and Public Health departments, Maricopa Department of Economic Recovery Program, and St. Mary's Foodbank.

5.7.1.2.3 Describe how the contractor will co-locate support services at their sites and collaborate with other agencies to provide the proposed services.

CPLC-WFS will co-host on a regular and scheduled basis partner agencies to provide support services such as Project ID for identification documents, DES-authorized interviewers for state benefits, Keogh Health Connection for benefit enrollment and health navigation, AZ Strutt for training on computer literacy, and PCs for Refugees, and local community centers for support network building.

5.7.1.2.4 Describe how the contractor will collaborate with County departments in coordination of services, including but not limited to MCHSD and MCPHD.

CPLC-WFS will collaborate with County agencies to provide translation services for qualifying documents, DES for state benefits services, facilitate documentation to fast-track enrollment to County programs; provide resources to clients for County programs. Maricopa Department of Refugee Health, Maricopa County Human Services, and Maricopa County Public Health departments, Maricopa Department of Economic Recovery Program.

5.7.1.2.5 Statement of other funds being used to provide services, if the amount of funding being requested is less than the amount needed for the proposed program.

Not applicable.

5.7.1.2.6 Documentation as necessary for the expenses for which the grant funds will be used for.

CPLC-WFS has provided services for refugee and immigrant populations for decades, employed refugees and immigrants with lived experience to provide services and inform programmatic improvements, and conducted a refugee needs assessment. Information garnered from these sources clearly indicates that current refugee services in

Maricopa County are inadequate. The support currently provided is short-term and of insufficient scope and depth. Moreover, services are not coordinated among providers and are very difficult for newcomers to navigate. As such, for the most part, these services are not helping immigrants and refugees overcome the barriers they face to long-term economic and social self-sufficiency.

CPLC-WFS is proposing a budget that will provide refugee and immigrant families with the comprehensive and deep support they need to overcome barriers to economically and socially self-sufficient. This includes an allocation of \$30,000 per family in direct supportive services as well as intensive case management services. This level of direct supportive services to families is needed, particularly with the high cost of housing and other basic needs (e.g., food, transportation, education) in Maricopa County. Direct supportive services will include utility and rental assistance, household furniture and appliances, transportation assistance (gas cards, bus passes, minor car repairs, bicycles), tuition assistance for post-secondary education and occupational skills training, fees for necessary immigration and work documents, translation services, necessary medical, dental, and behavioral healthcare, food and other basic needs, and any other needs related to achieving economic and social self-sufficiency not covered by other community resources such as AHCCCS. The rationale for all supportive services provided will be documented by case managers including documentation that these services were not available through other providers.

Expenses for the rental of a 12-passenger van have also been requested as transportation is a significant barrier for newly arrived refugees and immigrants. The van will enable the program to transport clients and their family members to various services and cultural acculturational activities and resources.

Case managers will have a caseload of not more than eight (8) families, enabling them to provide intensive assistance with housing, education, and workforce system navigation—the areas of high need among the refugee community according to the CPLC refugee needs assessment. The goal of the proposed program is not to place refugees and immigrants in temporary housing and “survival jobs” with no potential for advancement. Rather, its goal is to place them in permanent housing and career pathways with growth opportunities. This supports the economic and social self-sufficiency of the families and helps Maricopa County harvest the skills and talents these families bring with them, addressing the County’s workforce needs and building a vibrant and diverse community.

5.7.1.2.7 The County requires monthly submission of reports indicating performance on or before the 15th of each month. Indicate your agency’s process and capacity for timely report submission.

CPLC-WFS currently manages three Maricopa County workforce contracts and has been timely with reporting for all of these contracts.

5.7.1.3 Qualifications – This section shall describe the respondent’s ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed, including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

Workforce Solutions Director. Fifteen percent of the Workforce Solutions Director’s time will be dedicated to this proposed program. This role will oversee CPLC-WFS Associate Deputy Director and Associate Director and provide oversight of the contract.

Workforce Solutions Deputy Director. Five percent of the Workforce Solutions Deputy Director’s time will be dedicated to the proposed program. The role will assist with ensuring project sustainability.

Workforce Solutions Associate Director. Thirty percent of the Workforce Solutions Associate Director’s time will be dedicated to the proposed program. This role will hire and train new staff (program manager and five case managers), provide direct supervision to the program manager, and oversee the implementation of the contract, program evaluation, execution of quality improvement measures, contract reporting, and the development and implementation of a program sustainability plan.

Program Manager (Full-Time Position To Be Hired). One hundred percent of the time of this full-time position will be dedicated to the proposed project. They will provide direct supervision to case managers, carry a caseload as needed, develop systems and processes, maintain and develop new partnerships, oversee data collection, analysis, and reporting with assistance from CPLC’s Research and Evaluation Department, and implement quality improvement measures as needed. This position will require lived experience as a refugee or immigrant, experience delivering similar services, and experience supervising staff.

Case Managers (Five Full-Time Positions To Be Hired): One hundred percent of the time of these full-time positions will be dedicated to the proposed project. They will carry a caseload of approximately eight refugee or immigrants and their families and deliver all proposed services. Those hired will have lived experience as a refugee or immigrant

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and experience delivering similar services. Case managers will deliver comprehensive and intensive case management services using a culturally and linguistically specific, client-centered, whole-family, and trauma-informed approach.

EXHIBIT C - OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County contract administrator.
- 2.0 Lodging, per diem, and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov.
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet, and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under any circumstances) reimburse for contractor guest lodging, per diem, or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County contract administrator as a result of the business needs of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the contractor's assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under any circumstances) reimburse for contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County contract administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse a contractor if the contractor chooses to purchase this coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact, or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: Contractors shall obtain pre-approval in writing from the County contract administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH, shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term, uncovered (covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under any circumstances) reimburse the contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County contract administrator. These costs include, but are not limited to, the

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following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15 percent of project price unless otherwise specified and approved by the County in individual contracts.
- 7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and, if applicable, with a copy of the written consent issued by the County contract administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

EXHIBIT D - NICRA FY22**NONPROFIT RATE AGREEMENT**

EIN: 86-0227210
 ORGANIZATION:
 Chicanos Por La Causa
 1112 East Buckeye Road
 Phoenix, AZ 85034-4043

DATE:06/29/2020
 FILING REF.: The preceding
 agreement was dated
 06/06/2016

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FINAL	07/01/2018	06/30/2019	16.10	All	All Programs
PRED.	07/01/2019	06/30/2023	16.10	All	All Programs
PROV.	07/01/2023	06/30/2026	16.10	All	All Programs

*BASE

Total direct costs excluding capital expenditures (buildings, individual items of equipment; alterations and renovations), subawards and flow-through funds.

ORGANIZATION: Chicanos Por La Causa

AGREEMENT DATE: 6/29/2020

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed below.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

DEFINITION OF EQUIPMENT

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.

The following fringe benefits are treated as direct costs:

FICA, WORKERS COMPENSATION, HEALTH INSURANCE, AND UNEMPLOYMENT INSURANCE.

The Head Start indirect cost rate has been negotiated in compliance with the Administration for Children and Families Program Instruction (ACF PI HS 08-03) dated 5/12/2008, which precludes using any Head Start grant funds to pay any part of the compensation of an individual either as a direct cost or any pro ration as an indirect cost if that individual's compensation exceeds the rate payable of an Executive Level II. As of January 1, 2019 the rate of compensation for an Executive Level II is \$192,300 per year.

PREDETERMINED RATES

Upon receipt of any Federal awards that may significantly impact the existing rates, you must contact CAS immediately, as rate adjustments may be required. In addition, predetermined rates cannot be used for Federal cost reimbursement contracts. Therefore, if you receive a Federal cost reimbursement contract, you must also notify CAS immediately.

NEXT PROPOSAL DUE DATE

A proposal based on actual costs for fiscal year ending 06/30/22, will be due no later than 12/31/22.

ORGANIZATION: Chicanos Por La Causa

AGREEMENT DATE: 6/29/2020

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing indirect costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

BY THE INSTITUTION:

Chicanos Por La Causa

(INSTITUTION)

(SIGNATURE)

ALICIA NUÑEZ

(NAME)

CFO

(TITLE)

07/09/2020

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

(SIGNATURE)

Arif Karim

(NAME)

Director, Cost Allocation Services

(TITLE)

6/29/2020

(DATE) 2075

HHS REPRESENTATIVE: Jeffrey Warren

Telephone: (415) 437-7820