Synergen No.
Pima County Contract No: 01-LG-L-142596-0709
Effective Date: 7-1-09
Term Date: 6-30-2010
Cost: $18,326.-
Revenue:
Total: $18,326.- NTE: $18,326.-
Action
Renewal By: 4-1-2010
Term: 6-30-2010
Reviewed By: VL

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: December 15,2009–ADDENDUM

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Pima County receives state and federal grant funds to operate and provide emergency assistance services to residents in Pima County.

The Life Directions USA - Tucson provides emergency assistance to eligible low-income households experiencing a temporary crisis.

CONTRACT NUMBER (If applicable):

STAFF RECOMMENDATION(S):

To be approved by Board of Supervisors.

CORPORATE HEADQUARTERS:

To: CHH - 12.9.09
COB - 12.10.09
Agenda 12.15.09
Addendum

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DEC 09'09PM02:31 PCCLK OF BD
Procure Dept 12/09/09 AM10:20

CLERK OF BOARD USE ONLY: BOX M.G.

ITEM NO.

PIMA COUNTY COST: *$ 18,326.00*
GENERAL FUND COST: *$*
and/or REVENUE TO PIMA COUNTY:$ *N/A*

FUNDING SOURCE(S): American Recovery and Reinvestment Act (ARRA) grant funds
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

	YES	***X***	***NO***

Board of Supervisors District:

1	2	3	4	5	All
					XX

IMPACT:

IF APPROVED:

Contractor will be able to provide emergency assistance to low-income households experiencing a temporary financial crisis, which assists in alleviating poverty, and promote self-sufficiency.

IF DENIED:

Low-income households experiencing a financial crisis will not be able to receive emergency assistance further jeopardizing poverty and self-sufficiency.

DEPARTMENT NAME: *Community Services*

CONTACT PERSON: *Norma Gallego* *TELEPHONE NO.:* *14-6748*

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CONTRACT
NO. 07-69-L-142596-0709
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

PIMA COUNTY COMMUNITY SERVICES DEPARTMENT
COMMUNITY ACTION AGENCY
PROFESSIONAL SERVICES CONTRACT

CONTRACTOR:	Life Directions USA - Tucson 2525 E. Broadway Blvd, Suite 100 Tucson, AZ 85716
PURPOSE:	Provide services to assist in alleviating poverty, revitalizing communities and empowering low-income families to become self-sufficient.
FUNDING:	American Recovery and Reinvestment Act of 2009 (ARRA) Grant Funds
CONTRACT TERM:	July 1, 2009 to June 30, 2010
CONTRACT AMOUNT:	$18,326.00
DISTRICT:	All

CONTRACT

THIS CONTRACT hereinafter called "Contract", entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called "COUNTY"; and Life Directions USA - Tucson, an Arizona non-profit corporation, hereinafter called "CONTRACTOR.".

WITNESSETH

WHEREAS, the COUNTY, on behalf of its Community Services Department/Community Action Agency is the recipient of a Community Services Block Grant ("CSBG") as authorized under the CSBG Act (42 U.S.C. 9901 *et seq.* Subtitle B) to implement local programs to combat poverty; and

WHEREAS, on February 17, 2009, President Obama signed into law the American Recovery and Reinvestment Act of 2009 ("ARRA") to promote economic recovery, provide assistance for emergency supportive services to those most impacted by the current recession; and

WHEREAS, the State of Arizona has been awarded ARRA funding to distribute to local community service areas for the provision of emergency supportive services to assist those most impacted by the current recession; and

WHEREAS, Pima County is a local community service area and has received a portion of the State's ARRA funding for emergency supportive services through its local One Stop Career Center System; and

WHEREAS, CONTRACTOR submitted the most advantageous response to the Community Services Department/Community Action Agency Solicitation No. CAA 02022009CSBG and was determined to be qualified and able to provide services for the disadvantaged residents of Pima County.

NOW THEREFORE, the parties agree as follows:

ARTICLE I – TERM AND EXTENTION/RENEWAL

A. This Contract, as awarded by COUNTY, shall commence on July 1, 2009, and shall terminate on June 30, 2010, unless sooner terminated or further extended pursuant to the provisions of this Contract. The COUNTY shall have the option to renew this Contract for up to four (4), 12-month periods or any portion thereof.

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B. This Contract is not subject to automatic renewal and any modification or extension of the Contract termination date shall be by formal written amendment executed by the parties hereto.

C. Amendments to the Contract must be approved by the COUNTY, as required by the Pima County Procurement Code, before any services under the amendment commences.

ARTICLE II – SCOPE

A. This Contract establishes the agreement under which CONTRACTOR will provide COUNTY with services set forth in the attached **Exhibit A**, and the provisions set forth herein.

B. Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Employment & Training Department or designee. Minor modifications are changes in the Scope of Work or Budget, which do not change the purpose or total compensation of this Contract and do not in any way increase the direct or indirect liability of the COUNTY under this Contract.

C. CONTRACTOR shall:

1. Employ suitably trained and skilled personnel to perform all services under this Contract. Unless otherwise provided for, the personnel delivering Contract services shall be employees or volunteers of the CONTRACTOR and shall satisfy any qualifications and carry out any duties set forth in this Contract and shall be covered by personnel policies and practices of CONTRACTOR. CONTRACTOR's employees shall not be considered officers, employees or agents of the COUNTY. CONTRACTOR certifies that no individual or agent has been employed or retained to solicit or secure this Contract for commission, percentage, brokerage or contingent fee except a bona fide employee maintained by the CONTRACTOR to secure business.
2. Perform its duties under this Contract in a humane and respectful manner and in accordance with any applicable professional standards. CONTRACTOR shall obtain and maintain all applicable licenses, permits and authority required for its performance under this Contract.
3. In any instance where the hiring of personnel is required or provided for with grant funds provided under this agreement, Contractor shall give first priority to low-income, disadvantaged and/or unemployed individuals.
4. Not employ relatives in positions where one is in supervisory chain of the other, nor where one is in daily working contact with the other.
    a. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of whole or half blood or child of a spouse.
    b. COUNTY may grant temporary waiver of this policy for employment in effect prior to the execution of this Contract.

D. All advertisements, real property, publications, printed and other materials, which are produced by the CONTRACTOR and refer to services funded under this Contract, shall clearly reference Pima County and funding source(s). Reference shall be displayed prominently as other credited funding sources, in the following format:

Funded by:
Pima County and
the American Recovery and Reinvestment Act (ARRA) of 2009

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ARTICLE III – COMPENSATION / PAYMENT

A. In consideration for the services specified in this Contract, COUNTY agrees to pay CONTRACTOR on a Unit Cost basis in accordance to **Exhibit A**. **Total payment(s) to CONTRACTOR shall not exceed $18,326.00.**

B. Any unexpended funds will not be carried over into another fiscal year, unless authorized by COUNTY Department Director or designee.

C. Funding is from American Recovery and Reinvestment Act of 2009 ("ARRA") grant funds. Any funds provided under this Contract shall not be used for the payment of utilities, childcare, medical care or construction.

D. Request for payments, CONTRACTOR must:
   1. Submit invoices, approved and signed by an authorized representative of the CONTRACTOR, to the COUNTY by the 15th calendar day of each month for the previous month of services.
   2. Invoice, reference this Contract number, and must be:
      a. In accordance with services and approved budget line items.
      b. As requested, submit supporting documentation, verifiable by COUNTY representative. Documentation shall include, but not limited to:
         i. Copies of invoices and/or checks (front and back) to support all purchases of goods or services.
         ii. Detailed travel reports to support all travel expenses.
         iii. Time Sheets to support all labor charges.
         iv. A calculation of administrative/indirect costs, evidencing that such costs does not exceed the 15% maximum of the total reimbursement provided under this Contract.
      c. Only for authorized expenses which are not paid or reimbursed by another Federal or grant revenue source. CONTRACTOR shall report to the COUNTY all other fiscal resources applied to expenses incurred in providing services under this Contract.

E. Payment by COUNTY will generally occur ten (10) days from the date the submission is received by the Pima County Finance Department. CONTRACTOR should budget their cash needs accordingly.

F. Any expense older than three (3) months will not be reimbursed.

G. Payment received by CONTRACTOR shall be reconciled with actual costs incurred by CONTRACTOR either before the final payment is made under this Contract or through a subsequent audit after final payment. If payment received exceeds actual costs, COUNTY, shall, at its sole discretion, determine whether it will require CONTRACTOR to refund to COUNTY the excess amount received. CONTRACTOR shall refund the excess amount received to COUNTY within thirty (30) days of the request from COUNTY.

H. Changes between budget line items totaling:
   1. LESS than 15% of the total budget amount may be granted by and at the sole discretion of the COUNTY Community Services, Employment and Training (CSET) Department Director or designee following CONTRACTOR's submission of a written request provid'ed that:
      i. Any proposed increase is offset by a decrease of equal value to the remaining line items; and
      ii. There is no increase or decrease to the total operating budget; and
   2. MORE than 15% of the total budget requires a contract amendment.

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3. The change shall only become effective when approved and is effective on the date of the written authorization provided by the CSET Director or designee.

I. For payments to be issued to CONTRACTOR, CONTRACTOR must:
   1. Complete and submit a W-9 Taxpayer Identification Number form (http://www.irs.gov/pub/irs-pdf/fw9.pdf),
   2. Register as a Pima County Vendor (https://secure.pima.gov/procurement/vramp/login.aspx), and
   3. Fully execute a Contract with Pima County.

J. COUNTY may advance funds allocated under this Contract only if the CSET Director or designee finds that the advance is justified by extraordinary circumstances. CONTRACTOR's report of cumulative and projected expenditures and earnings in performance of this Contract, which must be verified by COUNTY staff, shall accompany and support CONTRACTOR's advance request. Advance payments are a debt of the CONTRACTOR to COUNTY. COUNTY shall not pay for activities and expenditures billed by CONTRACTOR under this Contract until the total amount payable by COUNTY exceeds the amount of outstanding advance payments. Unless, within thirty days after an advance payment, activities and expenditures billed by CONTRACTOR and payable by COUNTY under this Contract equal or exceed the amount of the advance payment, CONTRACTOR shall immediately repay the difference to COUNTY.

K. Disallowed Charges or Cost principles shall be as follows:
   1. The cost principle set forth in the Code of Federal Regulations ("CFR"), Title 48, Chapter 1, Part 31.201-6(e), (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Contract provisions which provide for the reimbursements of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the CONTRACTOR and may not be reimbursed with Department funds.
   2. CONTRACTOR shall reimburse COUNTY for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by COUNTY.

L. Funding and services of grant-funded programs are limited to the amount of funds allocated to and made available to COUNTY for this program. The maximum funding under this Contract is subject to availability and continuation of grant funding. This amount may be increased or decreased at any time due to reduction, termination, or any other change in funding.

M. For the period of record retention required under **Article XXI – Books and Records,** COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

ARTICLE IV – INSURANCE

A. CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

   1. Commercial General Liability in the amount of $2,000,000.00 combined, single limit Bodily Injury and Property Damage.
   2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of $1,000,000.00 combined single limit or $1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage;

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3. If this Contract involves professional services, professional liability insurance in the amount of $1,000,000.00; and,

4. If required by law, Worker's Compensation coverage including employee liability coverage.

B. Prior to performing any Work or receiving any payment pursuant to this Contract, CONTRACTOR shall provide COUNTY with current Certificates of Insurance. **COUNTY is to be named as an "Additional Insured"** for all operations performed within the scope of the Contract between COUNTY and CONTRACTOR. All Certificates of Insurance must provide for guaranteed thirty (30) days written notice of cancellation, non-renewal or material change.

ARTICLE V – INDEMNIFICATION

A. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

B. CONTRACTOR warrants that all products and services provided under this Contract are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this Contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

ARTICLE VI – COMPLIANCE WITH LAWS

A. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

B. In addition, as evidenced by the signature (initials) of CONTRACTOR's authorized representative in the space provided below, CONTRACTOR certifies that, in carrying out its obligations pursuant to this Contract, it shall comply with applicable laws, regulations, requirements and special provisions as follow:

Initials Required	Requirements
SRAE	Community Services Block Grant ("CSBG"), Public Law (P.L.) 105-285m (www.acf.hss.gov) and CSBG Act (42 U.S.C. 9901 et seq. Subtitle B)
SRAE	American Recovery and Reinvestment Act ("ARRA") of 2009, P.L. 111-5, 123 Stat. 115 (Feb. 17, 2009), as set forth in **Exhibit D**. *The provisions of this Contract shall be interpreted to be consistent with the provisions of **Exhibit D**, so that effect is given to both. In the event of an irreconcilable inconsistency, the provisions set forth in **Exhibit D** shall govern over the other conditions of this Contract unless otherwise required by law.*
SRAE	29 CFR Part 95, Uniform Administrative Requirements for Institutions of Higher Education, Hospitals, and other Non-Profit Organizations
SRAE	Child labor laws, including, but not limited to A.R.S. § 23-230 *et seq.*, to the extent that such provisions are applicable due to statute, case law, COUNTY

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	contract or other legal authority.
SRAE	Fingerprinting, including but not limited to A.R.S. § 46-141, to the extent that such provisions are applicable due to statute, case law, COUNTY contract or other legal authority.
SRAE	CONTRACTOR certifies that no funds provided pursuant to this Contract shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office. No funds provided pursuant to this Contract shall be used to transport voters or prospective voters to and from the polls or render similar assistance in connection with any such election or any voter registration activity.
SRAE	Lobbying, P.L. 101-121, section 319 (21 U.S.C. section 1352) and 29 C.F.R. Part 93 which prohibit the use of Federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any Federal funds under the terms of this Contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are especially permitted by other Federal law.
SRAE	Environmental Tobacco Smoke, Public Law 103-227, Part C, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18 if the services are funded by a Federal grant, contract, loan or loan guarantee.
SRAE	OMB Circular A-122, Cost Principles for Non-Profit Organizations
N/A	Workforce Investment Act ("WIA"), P.L. 105-220, and regulations adopted pursuant to that Act, including 20 CFR Part 652, et al, and 29 CFR Part 37
N/A	Arizona Department of Economic Security ("ADES") Special Terms and Conditions
N/A	29 CFR Part 97, Uniform Administrative Requirements for State/local Governments and Indian Tribes
N/A	OMB Circular A-87, Cost Principles for State/Local Governments and Indian Tribes
N/A	OMB Circular A-21, Cost Principles for Institutions of Higher Education
N/A	HUD Regulations 24 CFR Part 583, Supportive Housing Program

ARTICLE VII – INDEPENDENT CONTRACTOR

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

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ARTICLE VIII – SUBCONTRACTOR

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

ARTICLE IX – ASSIGNMENT

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

ARTICLE X – NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any COUNTY employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out CONTRACTOR's duties pursuant to this Contract. CONTRACTOR shall comply with the provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this Contract by reference as if set forth in full herein.

ARTICLE XI – AMERICANS WITH DISABILITIES ACT

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

ARTICLE XII – AUTHORITY TO CONTRACT

CONTRACTOR warrants it has the right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE XIII – FULL AND COMPLETE PERFORMANCE

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

ARTICLE XIV – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference. In addition,

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CONTRACTOR agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations that govern specific funding sources identified in the Contract, including, but not limited to, those governing nepotism.

ARTICLE XV – TERMINATION

A. COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR 30 days advance written notice of such intent to terminate, except that if the CSBG from the ADES/CPIP under which this Contract is made, is terminated or the amount of the CSBG is reduced, COUNTY, shall have the right to terminate or reduce the dollar amount of this Contract by giving the CONTRACTOR written notice of such termination or reduction and specifying the date thereof at least fifteen (15) days before the effective date of such termination or reduction. In the event of termination under this paragraph, COUNTY's only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination. In the event of reduction under this paragraph, COUNTY's obligation to CONTRACTOR shall not exceed the Contract amount less the amount of reduction and less the sum of any and all prior reductions.

B. Notwithstanding any other provision in this Contract, COUNTY may terminate this Contract if, for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services properly rendered pursuant to this Contract prior to termination.

C. Suspension: COUNTY may suspend operations and payments under this Contract immediately for violation of contractual requirements, unsafe working conditions, violation of Federal or State law, or lack of reasonable progress in accomplishing objectives and schedules contained in this Contract.

D. Administrative Suspension: COUNTY may temporarily suspend operations and payments under this Contract immediately at any time if its Board of Supervisors or Administration determines that it is in the COUNTY's best interest to suspend this Contract. In the event of such suspension, CONTRACTOR shall assist COUNTY by providing information and documents to evaluate the status of the Contract and whether it should be continued.

E. This Contract may be terminated at any time without advance notice and without further obligation to the COUNTY when the CONTRACTOR is found by COUNTY to be in default of any provision of this Contract.

ARTICLE XVI – NOTICE

Any notice required to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY: Pima County Community Services/Employment & Training Department
Attn: Community Action Agency Director
2797 East Ajo Way, 3rd Floor
Tucson, AZ 85713

CONTRACTOR: Life Directions USA - Tucson
Attn: Sr. Rosalie A.Esquerra, OP
2525 E. Broadway Blvd, Suite 100
Tucson, AZ 85719

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Prior to changing the CONTRACTOR's Chief Executive or Administrator, Chief Financial Officer, and any Manager assigned to oversee CONTRACTOR's obligations pursuant to this Contract, CONTRACTOR shall notify the COUNTY in writing, including the qualifications of the proposed new personnel.

ARTICLE XVII – NON-EXCLUSIVE CONTRACT

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

ARTICLE XVIII – OTHER DOCUMENTS

1. CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in:
   i. The Pima County Solicitation No. CAA 02022009CSBG including the Invitation For Proposals, Instructions to Proposers, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, CONTRACTOR's Proposal and on other information and documents submitted by the CONTRACTOR in its response to said Solicitation.
   ii. The National Association for State Community Services Programs, National Performance Indicators Instruction (NPI) Manual. CONTRACTOR understands that the performance requirements for this Contract are set forth in the NPI Manual. CONTRACTOR has been provided with a copy of the NPI Manual, may obtain a copy at http://www.nascsp.org/documents/FY09NPIInstructionsFINAL_000.pdf, or upon request.

2. CONTRACTOR understands that the funding source for this Contract is COUNTY's contract with the ADES/CSA (State of Arizona), State Contract ("Intergovernmental Agreement"). CONTRACTOR has been provided with a copy of the Intergovernmental Agreement and may obtain an additional copy upon request.
   a. The Intergovernmental Agreement and its terms and conditions are fully incorporated by reference as if set forth in full herein. CONTRACTOR agrees to comply with all applicable terms and conditions contained in the Uniform Terms and Conditions and the Special Terms and Conditions of the Intergovernmental Agreement, even though they are not individually enumerated in this Contract.
   b. CONTRACTOR's obligation pursuant to the section includes, but is not limited to, compliance with all conditions and obligations which the Intergovernmental Agreement, as it relates to this Contract: (1) requires of the COUNTY or the COUNTY's subcontractors or both; or (2) requires the COUNTY to require of its subcontractors.
   c. The terms and conditions of this Contract shall be interpreted to be consistent with the terms and conditions of the Intergovernmental Agreement so that effect is given to both.
3. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract, including all appendices, or the Intergovernmental Agreement. CONTRACTOR shall promptly bring any provisions which CONTRACTOR believes are inconsistent to COUNTY's attention, and COUNTY will provide CONTRACTOR with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the said documents shall govern over the conditions of this Contract, unless otherwise required by law.

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ARTICLE XIX – REMEDIES

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

ARTICLE XX – SEVERABILITY

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

ARTICLE XXI – BOOKS AND RECORDS

A. CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY, whichever is later.

B. In addition, CONTRACTOR shall retain all records relating to this Contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed. To the greatest extent permissible by law, County and any authorized federal, state or local agency, including, but not limited to, the State of Arizona Department of Economic Security Community Services Administration, the U.S. Department of Labor, and the Comptroller of the United States shall at all reasonable times have the right of access to Contractor's facilities, services, books, documents, papers, or other records which are pertinent to this Contract, in order to make audits, examinations, excerpts, transcripts and copies of records for the purpose of evaluating Contractor's performance and Contractor's compliance with the Contract. Upon request, Contractor shall produce a legible copy of such records. This provision shall be included in all contracts between Contractor and its subcontractors providing goods or services pursuant to this Contract. Contractor shall be responsible for subcontractor's compliance with this provision and for any disallowances or withholding of reimbursements resulting from non-compliance of said subcontractors with this provision.

C. Program Income, CONTRACTOR shall:

1. Maintain accurate and complete records pertaining to all program Income,
2. Comply with directives issued by COUNTY with respect to the disposition of Program Income. Interest income earned in excess of $250 annually must be returned in accordance with requirements at 29 CFR Part 95.22 (l) for non-profit organizations and institutions of higher education. For state, local governments, and tribal governments, interest income earned in excess of $100 annually must be remitted at least quarterly in accordance with 29 CFR Part 97.21 (l).
3. Where permitted by law, the COUNTY may authorize CONTRACTOR to retain program income earned provided it is utilized for program purposes.

ARTICLE XXII - CONFIDENTIALITY

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

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ARTICLE XXIII - COPYRIGHT

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

ARTICLE XXIV - COORDINATION

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

ARTICLE XXV - ACCOUNTABILITY

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

ARTICLE XXVI - COLLECTIVE BARGAINING AGREEMENTS

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

ARTICLE XXVII - INTELLECTUAL PROPERTY

A. CONTRACTOR is not the agent of the COUNTY for any purpose and shall not purchase any materials, equipment or supplies on the credit of the COUNTY. CONTRACTOR shall comply with OMB Circular No. A-122, "Cost Principals for Non-Profit Organizations" (if CONTRACTOR is a non-profit corporation), OMB Circular No. A-110, and any other applicable regulations.

B. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the COUNTY. The CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The CONTRACTOR shall not use or release these materials without the prior written consent of the COUNTY.

ARTICLE XXVIII- PUBLIC INFORMATION

A. Pursuant to A.R.S. § 39-121 *et seq.*, and A.R.S. § 34-603(G) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

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B. Any records submitted in response to this solicitation that respondent believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.

C. Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 *et seq.*, COUNTY shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

D. COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

ARTICLE XXIX – LEGAL ARIZONA WORKERS ACT COMPLIANCE

A. CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this Contract likewise complies with the State and Federal Immigration Laws.

B. COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

C. Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to COUNTY approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

D. CONTRACTOR shall advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

> "Subcontractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that COUNTY may inspect the subcontractor's books and records to insure that subcontractor is in compliance with these requirements. Any breach of this paragraph by subcontractor will be deemed to be a material breach of this Contract subjecting subcontractor to penalties up to and including suspension or termination of this Contract."

E. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article

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results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

ARTICLE XXX - SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. §§ 35-391.06 and 393.06, CONTRACTOR hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by CONTRACTOR may result in action up to and including termination of this Contract.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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ARTICLE XXXI - ENTIRE AGREEMENT

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

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

COUNTY:

Chairman, Board of Supervisors

DEC 15 2009
Date

ATTEST:

Clerk, Board of Supervisors

APPROVED AS TO CONTENT:

Director, Community Services,
Employment & Training

APPROVED AS TO FORM:

Deputy County Attorney, Civil Division

CONTRACTOR:

Sister Rosalie A. Esquerra, OP
Authorized Officer Signature

SISTER ROSALIE A. ESQUERRA, OP
Please print name

DIRECTOR
Title

11.19.09
Date

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EXHIBIT A

SCOPE OF WORK

A. PURPOSE

CONTRACTOR to provide the services and activities set forth below to assist low-income individuals and/or families with social service needs in areas of Pima County where poverty is a concern. COUNTY has received American Reinvestment and Recovery Act of 2009 ("ARRA") funds to provide social services to eligible persons and/or families.

B. PROGRAM GOAL

To provide services to assist families in alleviating poverty, revitalizing communities and empowering low-income families to become self-sufficient.

C. PROGRAM ACTIVITIES

1. Ensure attendance at County meetings of persons performing services under this Contract when the County provides reasonable notice of such meetings.
2. Not impose any fees or charges of any kind upon recipients of contract services, unless otherwise specified in the Contract for Services. Neither shall Contractor's subcontractors or any agency of Contractor.
3. Have a written grievance process to provide all applicants and participants with the opportunity for a fair hearing for grievances and shall advise all applicants and participants of their right to a hearing by the agency and to present to the County and/or to the State of Arizona any grievances arising from the delivery of contract services, including but not limited to ineligibility determination, service reduction, suspension or termination or quality of service. Prior to the execution of the Contract, Contractor shall have on file with the Pima County Community Action Agency copies of their Client Grievance Procedures, Confidentiality Policy, and Non-Discrimination Policy.
4. Determine client's program eligibility pursuant to the income guidelines set forth by the U.S. Office of Management and Budget and/or any successor guidelines.
   a. All households receiving services under this grant must meet the 125% Federal Poverty Income Guidelines or 150% if Disabled or 60 years of age or older. Applicants must sign Income Guidelines the attached as Exhibit B, indicating that they meet the criteria.
   b. Applicable income guidelines are incorporated into this Contract by reference in **EXHIBIT B, INCOME GUIDELINES.**
   c. Income guidelines may be changed during the term of this Contract by County will provide Contractor with written notice of the change.
5. Conduct an assessment of client's needs, maintain client case notes, conduct post-service surveys, and measure client's outcomes.
6. Perform all tasks and reporting attributed to "the agency" in the National Results Oriented Management Accountability (ROMA) and National Performance Indicators (NPI) listed below:
   a. **GOAL#3.**
      LOW-INCOME PEOPLE OWN A STAKE IN THEIR COMMUNITY (COMMUNITY)

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Indicator 3.1 Civic Investment – the number of volunteer hours donated to Community Action agency program. The Agency will maintain an accounting and tracking of volunteer time and donated space and items, including a calculation of the approximate value of such donated time, space or items.

b. **GOAL #4.**
PARTNERSHIPS AMONG SUPPORTERS AND PROVIDES OF SERVICES TO LOW-INCOME PEOPLE ARE ACHIEVED (AGENCY)

Indicator 4.1 Expanding Opportunities through Community-Wide Partnerships – the number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes. The agency will report the number of organizations and names the agency works with to promote family and community outcomes.

c. **GOAL #5.**
AGENCIES INCREASE THEIR CAPACITY TO ACHIEVE RESULTS (AGENCY)

Indicator 5.1 Broadening the resource base – the number of dollars mobilized by agency, including amounts and percentages for the specific program. The agency will report the number of organizations and names the agency works with to promote family and community outcomes.

A. Community Services Block Grant (CSBG)
B. Non-CSBG Federal Programs
C. State Programs
D. Local Public Funding
E. Private Sources (including foundations and individual contributors, Goods and services donated)
F. Value of volunteer time

d. **GOAL #6.**

Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments. (Family)

Indicator 6.3 Child and Family Development – the number and percentage of all infants, children youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals.

1. Agency shall provide the following:
   a. 120 home visits to families of potential peers leaders and mentors.
   b. Peer Motivation to 150 unduplicated high school students and Peer Mentor 60, 8th graders.
   c. Train 15 Peer Mentors.
   d. Train 8 adult coaches (6 neighborhood and 2 business).
   e. 120 Peer Motivation sessions in school.
   f. 16 Peer Mentor/Mentee sessions.
   g. 5 community service projects.
   h. 3 youth leadership summits.

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i. 6 intergenerational gatherings.

j. 24 meetings to build a network of business and community leaders to grow resources for the students and their families.

D. PROGRAM LOCATION

Sunnyside High School and Sierra Middle School.

E. BUDGET

1. CONTRACTOR shall be paid on a Cost Reimbursement basis in accordance to the following budget table:

Budget Description	Amount
Personnel	$12,000.00
Fringe Benefits/ERE	$0.00
Travel	$400.00
Rent/Utilities	$2,100.00
Materials and Supplies	$525.00
Operating Services	$469.00
Direct Program Costs	$0.00
Professional and Outside Services	$1,000.00
Administrative Costs	$1,832.00
Total Budget	$18,326.00

F. PERFORMANCE MONITORING AND EVALUATION

1. County or ADES/CPIP may monitor all activities and information sources in the management, fiscal, and service system of Contractor and nay subcontracted parties, relating to performance of duties and obligations under this Contract, to assure that Contractor is maintaining adequate and acceptable progress and systems, and to ensure that the funds provided to Contractor by County are being used effectively and efficiently to accomplish the purposes for which funds were made available. Contractor shall cooperate with any monitoring of services delivered, facilities maintained and fiscal practices.
2. Contractor shall assist County in providing to the Arizona Department of Economic Security reports and other communications relating to the performance and impact of this program.
3. This section is not intended to limit or reduce Contractor's responsibility to comply with all applicable law and contract obligations to provide contract services in accord with contract terms and conditions.

G. REPORTS

Contractor shall submit the following to the County by the 15th calendar day of each month:

1. Progress reports giving the status of each task set forth above, in section C. Progress reports shall be in a format mutually agreed upon by COUNTY and CONTRACTOR.
2. Applications (EN005-1 6-02) on all clients who have been served by CONTRACTOR.
3. ROMA reports forms, as set forth in Appendix C, are due quarterly (October 15, 2009, January 15, 2010, March 15, 2010, and June 15, 2010).
4. CSBG-IS, survey report due annually (July 9, 2010).
5. A report summarizing CONTRACTOR'S performance shall accompany the final request for payment under this Contract.

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EXHIBIT B

INCOME GUIDELINES

2009 FEDERAL POVERTY INCOME GUIDELINES
Gross Monthly Income

Effective July 1, 2009- June 30, 2010
To be used to determine eligibility for Community Services Block Grant Funds (CSBG)

Family Size	125% of Poverty	150% of Poverty if DISABLED or OVER 60 years of age
1	$1,129	$1,355
2	1,518	1,821
3	1,908	2,289
4	2.289	2,257
5	2,686	3,224
6	3,076	3,692
7	3,466	4,160
8	3,855	4,626
9	4,245	5,094
10	4,635	5,562

For each additional Household Member
Add: 390

Figures derived from information published and dated January 23, 2009 Federal register Notice (74 FR 4199-4201) Department of Health and Human Services.

I, _____, declare that I meet the above income guidelines under Household Size _____. I am also aware of the Agency's Grievance Procedures, Confidentiality Policy, and Release of Information Policy.

_____ _____
Signature **Date**

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EXHIBIT C

ROMA REPORTING FORMS

Goal 3: Low-income people own a stake in their community.

National Performance Indicator 3.1 **NEW INDICATOR** **Community Enhancement through Maximum Feasible Participation** The number of volunteer hours donated to Community Action.	**Total Number of Volunteer Hours** **(#)**
Total number of volunteer hours donated by low-income individuals to Community Action (This is ONLY the number of volunteer hours from from individuals who are low-income) (Pg.44)	
In the rows below, please include any additional indicators that were not captured above.	

Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.

National Performance Indicator 4.1 **Expanding Opportunities through Community-Wide Partnerships** The number of organizations, both public and private, that Community Action actively works with to expand resources and opportunities in order to achieve family and community outcomes. (Pg.49)	**Number of Organizational Partnerships** **(#)**
Non-Profit	
Faith Based	
Local Government	
State Government	
Federal Government	
For-Profit Business or Corporation	
Consortiums/Collaboration	
Housing Consortiums/Collaboration	
School Districts	
Institutions of post secondary education/training	
Financial/Banking Institutions	
Health Service Institutions	

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State wide associations or collaborations	
In the rows below, please add other types of partners with which your CAA has formed relationships that were not captured above. *Please describe these partnerships in Goal 4 Notes.*	
The total number of organizations CAAs work with to promote family and community outcomes	0

Goal 5: Agencies increase their capacity to achieve results.

National Performance Indicator 5.1 **Agency Development** The number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as measured by one or more of the following: (Pg 52)	**Resources in Agency (#)**
Number of C-CAPs	
Number of ROMA Trainers	
Number of Family Development Trainers	
Number of Child Development Trainers	
Number of staff attending trainings	
Number of board members attending trainings	
Hours of staff in trainings	
Hours of board members in trainings	
In the rows below, please include any additional indicators that were not captured above. *Please describe these measures in Goal 5 Notes.*	

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Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

National Performance Indicator 6.3

Child and Family Development
The number and percentage of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs who achieve program goals, as measured by one or more of the following:
(Pg 65)

			A.) Number of Participants Enrolled in Program(s) (#)	B.) Number of Participants Expected to Achieve Outcome in Reporting Period (Target) (#)	C.) Number of Participants Achieving Outcome in Reporting Period (Actual) (#)	D.) Percentage Achieving Outcome in Reporting Period [C / B = D] (%)
INFANTS & CHILDREN	1. Infants and children obtain age-appropriate immunizations, medical, and dental care	1				
	2. Infant and child health and physical development are improved as a result of adequate nutrition	2				
	3. Children participate in pre-school activities to develop school readiness skills	3				
	4. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade	4				
YOUTH	1. Youth improve health and physical development	1				
	2. Youth improve social/emotional development	2				
	3. Youth avoid risk-taking behavior for a defined period of time	3				
	4. Youth have reduced involvement with criminal justice system	4				

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National Performance Indicator 6.3 (Continued)

	Child and Family Development The number and percentage of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs who achieve program goals, as measured by one or more of the following: (Pg.65)		**A.) Number of Participants Enrolled in Program(s)** **(#)**	**B.) Number of Participants Expected to Achieve Outcome in Reporting Period (Target)** **(#)**	**C.) Number of Participants Achieving Outcome in Reporting Period (Actual)** **(#)**	**D.) Percentage Achieving Outcome in Reporting Period [C / B = D]** **(%)**
	5. Youth increase academic, athletic, or social skills for school success	**5**				
A D U L T S	**1. Parents and other adults learn and exhibit improved parenting skills**	**1**				
	2. Parents and other adults learn and exhibit improved family functioning skills	**2**				
In the rows below, please include any additional indicators that were not captured above.						
	Family Maintenance: (specify outcome)					
	Family Maintenance: (specify outcome)					

EXHIBIT D
SPECIAL CONDITIONS (SC) FOR ARRA CONTRACTS

Article SC-1 References

1. All references in these Special Conditions to "the Act" or "ARRA" are references to the "American Recovery and Reinvestment Act of 2009", Pub. L. 111-5, 123 Stat. 115 (Feb. 17, 2009)

2. References to "the Federal agency or department" are to HUD.

3. References to "contractor", "CONTRACTOR", or "Contractor" are to Subgrantee.

Article SC-2 Resolving Conflicts

These Special Conditions contain articles and clauses required by the Act or necessary for its implementation ("ARRA Clauses"), and standard clauses and articles required under the "Uniform administrative requirements for grants and cooperative agreements to State and local governments" (See, e.g., 49 C.F.R. Part 18), denominated herein as "standard clauses."

In the event of a conflict between the clauses required by the Act and the standard clauses, the clause required by the Act shall govern. Where a clause required by the Act and a standard clause are not in conflict but require or provide for differing obligations or remedies, the obligations and remedies shall be cumulative and both shall apply, unless otherwise agreed in writing by the parties.

If a set of standard conditions, such as the FHWA 1273, is provided by the Agency and incorporated into this Contract, then the standard clauses and articles in the incorporated Agency document shall take precedence over the corresponding standard clauses in these Special Conditions in the event of conflict. Articles in these Special Conditions for which there is no corresponding clause or article in the incorporated Agency document and articles or clauses in the Agency document for which there is no corresponding clause in these Special conditions shall remain and be binding on the parties.

ARRA CLAUSES

Article SC-3 Access to Records and Employees

(A)The Comptroller General of the United States or any of his representatives are authorized to examine any records of CONTRACTOR or any subcontractor that directly pertain to and involve transactions relating to this Contract and to interview any officer or employee of CONTRACTOR or any subcontractor regarding such transactions.

(B)Any representative of an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) is authorized to examine any records of CONTRACTOR or any of its subcontractors that pertain to, and involve transactions relating to, the Contract, subcontract, grant or subgrant and to interview any officer or employee of CONTRACTOR regarding such transactions.

(C) The authorities granted by this Article and sections 902 and 1515 of Division I of the Act are cumulative and in addition to any authority held by the Comptroller General and inspectors general and in no way limit or restrict in any way any existing authority held by them.

(D) CONTRACTOR agrees to and will cooperate with any request under (A) or (B) above and will require such cooperation of its subcontractors at every tier. CONTRACTOR will immediately notify COUNTY if CONTRACTOR or any of its subcontractors intends to or does challenge or otherwise refuse to cooperate with any

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such request.

(E) CONTRACTOR agrees to include these requirements in all subcontracts and require their inclusion in all lower-tier subcontracts under this Contract.

Article SC-4 Protection of Whistleblowers

(A) CONTRACTOR shall comply with the requirements of § 1553 of ARRA.

(B) No employee of any non-Federal employer receiving covered funds may be discharged, demoted, or otherwise discriminated against as reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board (hereafter the "Board"), an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of—

(1) gross mismanagement of an agency contract or grant relating to covered funds;

(2) a gross waste of covered funds;

(3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;

(4) an abuse of authority related to the implementation or use of covered funds; or

(5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(C)Any person who believes that they have been subject to a reprisal prohibited by subsection (A) may:

(1) submit a complaint regarding the reprisal to an inspector general.

(2) agree to an extension of time within which the inspector general must either determine not to pursue the complaint or submit a report on the results of its investigation to the employee, the employer, the head of the appropriate agency, and the Board; or

(3) initiate a *de novo* civil action for compensatory damages and other relief in the appropriate district court if—
(a) the head of the agency issues an order denying relief in whole or in part; or

(b) the head of the agency fails to issue an order within 210 days of the filing of the complaint or within 30 days of the expiration of any extension of time for the inspector general to report, whichever is later; or

(c) the inspector general decides not to investigate the complaint or to discontinue an investigation; and

(d) there is no showing that the decision or delay under (a), (b) or (c) above is due to the bad faith of the complainant.

(4) have access to the investigative file of the inspector general in accordance with 5 U.S.C. 552a.

(5) seek judicial review of an adverse order issued by the head of the agency.

(D) The rights and remedies afforded to employees by this Article and Section 1553 of Division I of the Act may

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not be waived by any agreement, policy, form, or condition of employment. No dispute arising under this Article shall be subject to any pre-dispute requirement for arbitration, except that an arbitration requirement in a collective bargaining agreement shall be enforceable with respect to disputes arising under that agreement.

(E) CONTRACTOR must post a notice of the employee rights and remedies under this Article and Section 1553 of Division I of the Act in a prominent and clearly visible location accessible to employees, and require each subcontractor at every tier to do so.

(F) This Article shall be included in all subcontracts at every tier.

(G) Any confirmed incident of reprisal under this Article or Section 1553 of Division I of the Act or any failure to comply with the requirements of this Article or Section 1553 of Division I of the Act may be justification for termination of the Contract for cause.

Article SC-5 Buy American

(a) CONTRACTOR must ensure that all of the iron, steel, and manufactured goods used in the project are produced in the United States.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Article SC-6 (Not applicable)

STANDARD CLAUSES

Article SC-7 Debarred or Suspended Subcontractors

CONTRACTOR shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is listed on the Excluded Parties list System (EPLS) at https://www.epls.gov/. CONTRACTOR shall immediately notify COUNTY in the event that any subcontractor is added to the EPLS after award of the subcontract.

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Article SC-8 Labor Standards

(a) Davis-Bacon and Related Acts Provisions and Procedures

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

(ii) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification

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action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic

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include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and basic records relating thereto shall be maintained by the contractor during wage rates prescribed in the applicable programs.

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Granting Agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the COUNTY. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Sec. 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a ``Statement of Compliance,'' signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under Sec. 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such Information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the ``Statement of Compliance'' required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(ii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor,

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applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually

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performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the granting agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(i) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which

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may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the County and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Article SC-9 Minority, Woman-Owned and Small Business Subcontracting (18.36(e))

(1) CONTRACTOR will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

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(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the County's Minority, Small and Women-Owned Business Program.

Article SC-10 (Not applicable)

Article SC-11 Clean Air and Clean Water Compliance

In compliance with Section 306 of the Clean Air Act, as amended, (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended, (33 U.S.C. 1368), Executive Order 11738, and the Regulations (40 CFR, part 15) of the Environmental Protection Agency with respect thereto, CONTRACTOR agrees, with regard to this Contract and all subcontracts exceeding $100,000, that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

2. They will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued thereunder.

3. They will promptly notify county of any notification received from the EPA Office of Federal Activities, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. They will include the provisions of paragraph 1 through 4 of this subpart in every nonexempt subcontract, and take such action as the COUNTY, State or Federal Government may direct as a means of enforcing such provisions.

Article SC-12 Prohibition Against Lobbying

CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

1. No federally 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, 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 loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

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3. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements.

4. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from $10,000 up to $100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

Article SC-13 Equal Employment Opportunity

Contractor shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

A. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. 20000d)** which provides that no person shall, on the ground of race, color, or national origin, be excluded from employment or participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

B. **Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and regulations at CFR 570.602** which provide that no person shall on the grounds of race,color, national origin, or sex, be excluded from participation in, be denied the benefits of, be denied employment in, or be subjected to discrimination under any CDBG/HOME program or activity.

C. **Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794)** which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance.

D. **Age discrimination Act of 1975, as amended (42 U.S.C. 6101)** which provides that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

E. **Executive Order 11246, as amended by Executive Order 12086, and regulations in 41 CFR 60,** which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions in this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to

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race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advertising the labor union or worker's representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

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SC-14 Copyright

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

SC-15 Use of Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.