



**PIMA COUNTY COMMUNITY SERVICES
EMPLOYMENT AND TRAINING DEPARTMENT (CSET)
COMMUNITY ACTION AGENCY (CAA)
REQUEST FOR PROPOSAL (RFP)**

SOLICITATION: The Pima County Community Action Agency announces that proposals are being accepted for 2015 Community Services Block Grant funds. The amount of funds available is not known at this time, however, it is estimated that the total amount will be approximately \$350,000.00. Pima County is soliciting proposals from qualified proposers, responsible, and willing to provide services in compliance with all solicitation specifications and requirements contained or referenced herein. The grant period to be funded is July 1, 2015 through June 30, 2016 and may be extended for one additional year, providing that funds are available; the program has performed to acceptable standards; and the approval of the Board of Supervisors.

All submitted information will become public record unless the Proposer clearly notes information is proprietary.

Title: Community Services Block Grant Funds
Proposal No: CAA-CSBG-01-2015
Program Year: 2015-2016
CFDA No: 93.569
R&D: No
Release Date: Monday, January 5, 2015, 9:00 a.m. (MST)
Due Date: Friday, January 23, 2015, 12:00 noon (MST)

(No late, faxed, or emailed submissions, modifications, or revisions will be accepted.) Submit proposal in a sealed envelope with the RFP title, proposal number, due date, and respondent's name clearly marked on the outside to:

Pima County Community Services
Employment and Training (CSET) Department
Community Action Agency (CAA)
Kino Service Center, Attention: Rosemary Cora-Cruz
2797 E. Ajo Way, 3rd Floor, Tucson, AZ 85713

GENERAL DESCRIPTION: All programs to be funded must have a measurable impact on the causes of poverty in Pima County and must be able to produce outcomes that are measurable. Proposals may be submitted in any of the following priority areas that follow federal law adopted by the Pima County Community Action Agency Board: 1) Inability to Meet Emergency Needs, 2) Starvation/Malnutrition, 3) Inadequate Housing, 4) Youth Services, 5) Incomplete Use of Programs and Services. See **Appendix E**. for definitions. Proposals outside of these areas will not be considered for funding. **Preference will be given to proposals that serve rural areas.** No individual proposal may request more than \$50,000.00; however, organizations may submit as many proposals as desired. In cases where multiple proposals by one agency are recommended for funding, the total/combined funding amount shall not exceed \$70,000.00 for that one agency.

Proposers may pick up a copy of the RFP, Monday through Friday, excluding legal holidays, from 8:00 a.m. to 5:00 p.m. MST, at the address indicated above, **beginning Monday, January 5, 2015 at 9:00 a.m.** Proposers may also download a full copy of this solicitation at <https://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=24903>. Proposers are

responsible for checking this website for any addenda to the RFP and are required to read the entire Solicitation, including all referenced documents.

Federal Funds issued under this RFP shall be subject to Uniform Grants Guidance (UGG), 2 CFR Subtitle A, Chapter II, Part 200.

Proposals shall be submitted as defined in the RFP and in accordance with the Standard Terms and Conditions. Failure to do so may be cause for rejection as *non-responsive*. Late submissions shall be rejected and returned as per Procurement Code, Section 11.12.010 (E). Proposals may not be withdrawn except as allowed by Pima County Procurement Code, Section 11.12.020 (H).

Technical Assistance sessions to provide information and answer questions will be held on:

When: Monday, January 12th @ 3:00 p.m. and Friday, January 16th @ 9:00 a.m.

Where: Pima County CSET Department / Community Action Agency
Kino Service Center, Attn: Rosemary Cora-Cruz
2797 E. Ajo Way, 2nd Floor, Room 224
Tucson, AZ 85713
Office: (520) 724-7700 Fax: (520) 724-6796
Email: rosemary.coracruz@pima.gov

Published: The Daily Territorial January 6 – January 8, 2015

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INSTRUCTIONS TO PROPOSERS

SECTION 1: PROSOSAL ACTIVITIES TIMELINE

January 5, 2015	Request for Proposal (RFP) released
January 12 @ 3:00 p.m. & January 16, 2015 @ 9:00 a.m.	Technical Assistance sessions for proposing agencies
January 23, 2015	Proposals due to CAA office (2797 E. Ajo Way, 3 rd Floor) by 12:00 noon
January 27-28, 2015	Proposals distributed to Task Forces
February 2-4, 2015	Task Forces meet to review and rank proposals <i>Agency Presentations</i>
February 9-10, 2015	Top ranked proposals distributed to full CAAB
February 17-18, 2015	CAAB meeting to review and rank top proposals Agencies Invited
March 4-5, 2015	Protest Process (if needed)
March - April 2015	Schedule award recommendations for approval by Board of Supervisors.

THE ABOVE DATES AND THE NOTED ACTIVITIES ARE ANTICIPATED TO BE FINAL. IT IS THE APPLICANT'S RESPONSIBILITY TO STAY IN TOUCH WITH THE COMMUNITY ACTION AGENCY OFFICE (ROSEMARY CORA-CRUZ OR EVELYN GONZALES) at (520) 724-7700 OR <https://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=24903> TO ENSURE THAT THE DATES AND ACTIVITIES LISTED ARE STILL APPROPRIATE AS THE TIME FOR EACH APPROACHES.

Technical Assistance Sessions will be held on dates specified. You may attend one or the other.

SECTION 2: BACKGROUND

The Community Services Block Grant (CSBG) is a federal program administered by the Department of Health and Human Services, Office of Community Services. The fund provides assistance to states and local communities to alleviate poverty, revitalize communities and empower low-income families to become self-sufficient through a network of public and non-profit agencies. These agencies are the Community Action Agencies (CAAs) created through the Economic Opportunity Act of 1964. In Arizona, there are eleven community action agencies statewide, including the Pima County Community Action Agency. The Pima County Community Action Agency administers the Community Services Block Grant in Pima County for the Pima County Board of Supervisors.

The purpose of this RFP is to select proposals from agencies in Pima County to assist low-income individuals and/or families with social service needs within the impacted areas of the community, identified and designated as "Priority Areas," (Inability to Meet Emergency Needs, Starvation/Malnutrition, Inadequate Housing, Incomplete Use of Programs and Services, and Youth Services as defined in Exhibit E). These Priority Areas have been adopted by the Pima County Community Action Agency Board which serves as an advisory board to the Pima County Board of Supervisors.

The "Results-Oriented Management Accountability (ROMA)" (see Appendix F) performance measures results and outcomes are used to evaluate agency services and performance. Past ROMA performance will be used in evaluating contractors. If you are a proposer that has not worked with ROMA previously, you must show your results in a ROMA style for purposes of proposal evaluation.

Pima County is seeking contractor agencies that will commit to renew contracts for up to one (1), 12-month period. However, contracts will be awarded annually, following and dependent upon an annual review of contractor performance and the availability of funds. The initial contract period will be July 1, 2015 through June 30, 2016.

Single contract awards will not exceed \$50,000. However, in cases where multiple proposals are submitted by one agency and recommended for funding, the total maximum amount awarded shall not exceed \$70,000 to that one agency.

A. Services NOT Fundable with CSBG Funds

Regulations prohibit us from funding programs that provide major construction, and utility assistance.

B. Administrative Costs

Contractors will be expected to use **no more than 15% of the grant award** for administrative costs. All audit, accounting, general overhead, and staff costs which are not directly related to direct client services shall be charged as administrative costs.

C. Financial Accountability

If awarded a contract, the agency shall have an **accounting manual** that describes its financial procedures in sufficient detail to allow reasonable understanding of financial practices and adhere to all Internal Revenue Services (IRS) and OMB 209 (Uniform Guidance).

A successful agency must provide a written cost allocation plan, and provide documentation of expenditures allocated to this program.

D. Terms and Conditions

Contractors selected to be part of the CSBG system through this RFP will be bound to comply with:

1. [State of Arizona Uniform Terms and Conditions](#)
2. [Arizona Department of Economic Security Special \(DES\) Terms and Conditions](#)
3. [Arizona DES/Community Services Agency \(CSA\) Special Terms and Conditions](#)
4. County Solicitation Standard Terms and Conditions (Appendix F)
5. [Community Services Block Grant \(CSBG\), Public Law 105-285](#)
6. [Fair Labor Standards Act](#)
7. [OMB Circulars](#), [UGG CFR](#), other applicable federal, state or local laws and regulations.

Copies of the above-referenced documents are available for review by applicants at Pima County Community Services/CAA Division, Kino Service Center 2797 E. Ajo Way, 3rd Floor, Tucson, AZ. It is the responsibility of all applicants to be familiar with, and, if awarded a contract, comply with all applicable regulations, as they currently exist or may be hereafter modified or supplemented.

E. Community Action Agency Board (CAAB)

The Pima County Community Action Agency Advisory Board (CAAB), which was established under the federal Community Services Block Grant, is composed of up to 15 individuals from Pima County. Five (5) members are appointed by the County Board of Supervisors (one from each supervisor district), five (5) members are representative of the poor (chosen by voting procedures handled by the CAA Staff), and five (5) members are representatives of the private sector (appointed by the CAAB). The Community Action Agency Board members participate in the RFP process that makes recommendations for funding to the Pima County Board of Supervisors.

F. Pima County Community Action Agency (CAA)

The Pima County Community Action Agency's (CAA) mission is to assist low-income individuals and families with reaching higher levels of economic and social self-sufficiency through the delivery of basic needs services and to advocate for the poor. Our agency will endeavor to deliver services in a respectful, timely, and compassionate manner.

G. Eligible Applicants

Any private for-profit business entity, private non-profit corporation or public entity, including faith-based entities, may apply for available funds. Selected applicants must be authorized to conduct business in Arizona prior to entering into a contract with Pima County. However, entities that have been debarred are restricted from applying in accordance with 29 CFR, Part 98.

SECTION 3: PROPOSERS AGENCY/MINIMUM QUALIFICATIONS:

In order for proposals to be evaluated and considered for award, proposals must be deemed ***Responsive and Responsible***. To be deemed "***Responsive***", the submitted documents shall conform in all material respects to the requirements stated by the solicitation. To be deemed "***Responsible***", Proposers shall document and substantiate their capability to fully perform all requirements defined by the solicitation. Factors considered include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and other factors required to provide the performance defined by the solicitation.

Proposer shall certify that they possess the minimum qualifications contained in **Appendix B: Agency Minimum Qualifications**. Proposer shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. ***All information submitted will become public record unless the proposer clearly notes information is proprietary.***

Failure to provide the information required by these Minimum Qualifications to substantiate *responsibility* may be cause for the Proposer's proposal to be rejected as ***Non-Responsive and/or Non-Responsible***.

SECTION 4: PROPOSAL EVALUATION

Pima County shall evaluate proposals deemed ***Responsive and Responsible***. Proposals shall be evaluated to determine which response is most advantageous to the County considering evaluation criteria, conformity to the specifications and other factors. Proposals shall be evaluated according to the evaluation criteria set forth herein. Evaluation of cost shall be made without regard to applicable taxes.

The evaluation criteria will be used by the Task Force committee members when scoring the Proposer's answers to the questions contained in Appendix C: Program Information and Appendix D: Program Budget/Resources. Proposer should respond in the form of a thorough narrative to each specification as guided by the Questionnaire. The narratives along with required supporting materials will be evaluated and awarded points accordingly. Forms provided and requested for inclusion in this proposal shall not be modified.

Task Force committee members are appointed by the CAA Board to screen and score by category responses to this RFP. Pima County CAA staff will determine if a proposal is appropriate to the category under which funds are being requested at the time of submission. The Community Action Agency reserves the right to move a proposal into the appropriate category.

In the first step, the Task Force Committee members will identify the responses that meet minimum content and quality requirements (defined as a score of at least 70 out of a possible 100) and will forward these proposals to the Pima County CAA Advisory Board for the second step. The first step of the proposal process cannot be appealed.

In the second step, the Pima County CAA Advisory Board will review and score all eligible proposals. Proposals receiving at least 85 out of a possible 100 points in the second step are recommended in rank order of score and contingent on funds available, to the Board of Supervisors for funding.

Evaluation Criteria

The Task Force committees will assign points to each proposal submitted on the basis of the evaluation criteria (see Appendix G), unless otherwise indicated. **Be prepared to attend a Task Force Committee Meeting to present your proposal. Your agency contact will receive an invitation via email for a date and time during the evening hours of Feb. 2nd - 4th.**

County reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing. Recommendation for award will be to the responsible and responsive Proposer whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation criteria set forth in this solicitation.

If an award is made, the County will enter into an agreement with the Proposer(s) by executing and transmitting a contract. The County may conduct discussions with the Proposer to clarify the offer and agreement details provided that they do not substantially change the intent of the solicitation. Unless otherwise specified, relative ranking of proposal(s) will be made considering the average of total points given to each proposal by evaluators.

SECTION 5: PREPARATION AND SUBMISSION OF PROPOSALS

Submissions are binding offers and will result in a binding contract upon acceptance by Pima County by issue of a properly executed contract document referencing said offer.

The submittal shall include all information requested in this solicitation, and utilize without modification the forms provided in this solicitation. Proposers are cautioned and advised that proposals must be complete and accurate and must respond to all areas of the RFP and must comply with the Pima County Solicitation Standard Terms and Conditions.

Proposers are to complete, execute and submit the required form(s); **no additional appendices will be accepted or considered. Submit and attach ONLY what is requested.** Please prepare and submit your proposal as requested below.

CHECKLIST for Preparation and Submission of Proposal:

1. All Proposals shall be made using the forms provided in this package **and must be typewritten, using 12-point font or handwritten in legible writing.** No erasures or white-out are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the proposal.
2. **Submit one (1) Original and fifteen (15) copies of all information requested.**
3. Each copy should be paper clipped (do not staple or bind) and preferably three-hole punched.
4. Complete the following Appendices as requested, include the required documentation, and provide narrative responses to the questions, answering the questions in the order in which they are presented:
 - i. Appendix A: Cover Page / Application, complete, sign the application (must be signed by an authorized agent of the Proposer), and use as cover page. Incomplete or Unsigned documents will be deemed non-responsive.
 - ii. Table of Contents for the entire proposal.
 - iii. Appendix B: Agency Minimum Qualifications.
 - iv. Appendix C: Program Information.
 - v. Appendix D: Program Budget/Resources.
5. Submitted in a sealed envelope or package, marked or labeled with the respondent firm name, solicitation number, title, solicitation due date and time, to the location and not later than the time/date specified by the *RFP*.
6. Proposals may be mailed but must be received at the location and not later than the time/date specified by the *RFP*.
7. Obtain a receipt with the date and time of proposal submitted from the Pima County receptionist.
8. **Completed proposals must be submitted by or before January 23, 2015 at 12:00 noon to:**
Rosemary Cora-Cruz
Pima County CSET Department / Community Action Agency
Kino Service Center
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

Proposals must be received and time stamped at the location on or before the time and date as defined by the *RFP*. Proposals and modifications received after the *Due In & Open* date and time will not be accepted. Late, facsimiles or emailed proposals will not be accepted, and will be returned unopened. Deadlines will be fully enforced and failure to comply with any requirements of this RFP may result in the proposer deemed as unresponsive.

Failure to comply with the solicitation requirements, including submittals that modify the solicitation requirements, may be cause for the respondent's proposal to be rejected as *non-responsive* and not evaluated.

SECTION 6: INQUIRIES

A Technical Assistance session will be held as specified on the cover page of the solicitation to provide information and answer questions Proposers may have. Proposers may attend one or all of the sessions; however, attendance is not required.

If a prospective Proposer believes a requirement of the solicitation document to be needlessly restrictive, unfair, or unclear, the Proposer shall notify Pima County CSET Department/CAA Division in writing identifying the issue with suggested solution prior to the closing time set for receipt of the solicitation proposal. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. The County may issue a formal written addendum containing clarifications or modifications of the RFP requirements, if deemed advantageous or

necessary. Only questions or issues answered by formal written addendum will be binding. Addendum will be posted on the Pima County CSET Department Website: <http://www.pima.gov/ced/agencies-contractors.shtml>. Issues identified less than five (5) days prior to the solicitation Due In/Opening Date may not be answered.

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the CSET Department/CAA. No oral interpretations or clarifications will be made to any Proposer as to the meaning of any of the solicitation documents.

SECTION 7: PROPOSAL OPENING

Proposals will be publicly opened and Proposers names will be read on the date and at the location defined in the *Request for Proposals*. All interested parties are invited to attend but is not mandatory.

SECTION 8: AWARD NOTICES

A *Notice of Recommendation for Award* will be posted on the Pima County CSET Department website: <http://www.pima.gov/ced/agencies-contractors.shtml>. A tabulation of responses will be maintained and available for review by interested parties at the Pima County CSET Department/CAA. **Funding, if awarded, is contingent upon the information provided in this application.** Pima County reserves the right to withdraw funding if significant changes are made to the scope of work, key staff or other elements of the application.

SECTION 9: PROTESTS

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award in accordance with the Pima County Procurement Code, Section 11.20.010.

SECTION 10: AWARD PROCESS

A. Selection of Proposers

Recommendations of Pima County Community Action Agency Board will be forwarded to the Pima County Board of Supervisors for final approval. Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. Pima County reserves the right:

1. To reject any proposals or to waive irregularities and informalities if it is deemed in the best interest of the COUNTY. Unless expressly agreed otherwise, resulting agreements are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.
2. To award on the basis of scoring points and other factors, including but not limited to such factors as delivery time, quality, uniformity of services, suitability for the intended task, and Proposer's ability to perform.
3. To award monies from Federal, State and local programs to contractors receiving funding under this RFP.
4. To make no award.
5. To reject the proposal of any persons or corporations that have previously defaulted on any contract with Pima County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in Pima County Code section 11.32.
6. Negotiate necessary adjustments in proposed funding levels and program activities in order to meet available budget.
7. Request a Best and Final Offer from Proposers as described in Section 10 of this RFP.
8. To re-advertise for proposals previously rejected.

B. Procurement Process

Contracts for funding awarded under this RFP shall be executed between the applicant and Pima County. Contracts shall be cost reimbursement, "not-to-exceed" contracts. The Pima County procurement process complies with applicable State and Federal requirements, and incorporates Pima County Solicitation Standard Terms and Conditions (APPENDIX H).

C. Contract Requirements

Selected Proposers may be required at the time of contracting to submit one or more of the following certifications:

1. W-9 Tax Identification
2. Certificate of Insurance as required by the County; **insurance requirements as follows:**
 - 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. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and Contractor;
 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;
 3. If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
 4. If required by law, workers' compensation coverage including employees' liability coverage.
 5. **The policy shall be endorsed to include coverage for sexual abuse and molestation.**
 6. Certification of Insurance must include waiver of subrogation language.
 - B. Contractor shall provide County with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the County of cancellation, non-renewal or material change.
 - C. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and CONTRACTOR;
 - D. Prior to performing any work or receiving any payment pursuant to this Contract, Pima County must have current Certificates of Insurance.
3. Policy and procedures:
 - A. Grievance policy and procedures
 - B. Policy for reporting fraud, abuse, or other related criminal activities
 - C. Confidentiality policy and procedure
 - D. Nondiscrimination and Equal Opportunity requirements certificate
4. Most recent Audit as required by the County
5. Applicable certifications, accreditations and licenses
6. Fingerprinting and background check documentation for staff working with minors and vulnerable adults as per A.R.S. 8-804 and A.R.S. 46-141.
7. Federal Americans with Disabilities Act Assurances
8. Federal Debarment and Suspension Certificate
9. Federal Lobbying Certificate
10. Federal Drug Free Workplace Certificate
11. Federal Fair Labor Standards Act Assurances

SECTION 11: BEST AND FINAL OFFER

County reserves the right to request additional information and/or clarification with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.

In the event that discussions are held and clarifications are requested, a written request for best and final offers shall be issued. The request shall set forth the date, time, and place for the submission of best and final offers. If Proposers fail to respond to the request for best and final offer or fail to submit a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

SECTION 12: ACKNOWLEDGEMENT AND ACCEPTANCE

If Proposer's terms are inconsistent with the terms of the resultant agreement, the terms herein shall govern, unless Proposer's terms are accepted in writing by County. No oral agreement or understanding shall in any way modify this order or the terms and conditions herein. Proposer's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant agreement.

SECTION 13: COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful Proposer by issue of a contract. The Proposer agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the Proposer agrees that they shall not provide goods or services in excess of the executed agreement items (services), item quantity, item amount, or agreement amount without prior written authorization by revision or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Proposer's own risk. Proposers shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County CSET Department/CAA Division within (1) one workday of the request. The report shall include the name of the requesting individual and the nature of the request.

SECTION 14: MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE (MWBE)

In accordance with the Pima County Code, Title 20, a 5% price preference will be given to local certified MBE or WBE firms who propose on eligible contracts. In determining the highest scoring responsive and responsible proposal, a proposal submitted by a local certified MBE or WBE firm shall receive a price preference of 5%. The MBE or WBE firm must be certified at the time of the proposal opening. The price preference shall be solely for the purpose of establishing the highest scoring proposal. The actual value of any contract awarded shall be for the amount in the proposal.

To be eligible for the price preference, MBE or WBE firms must include with their proposal documents a copy of their current certification certificate.

Notice: The process of becoming a certified MBE or WBE firm may take several weeks. Please contact our MWBE office at (520) 740-8161 for assistance or further information.

SECTION 15: VENDOR RECORD MAINTENANCE

By submitting a proposal to this solicitation, the submitter agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Registration and Messaging Portal (VRAMP). The portal requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VRAMP also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration, VRAMP and commodity codes used to define products and services, for which the Vendor is capable of providing, are located at the Procurement Internet page: www.pima.gov/procure.

END OF INSTRUCTIONS TO PROPOSERS

APPENDIX A: COVER PAGE / APPLICATION

Agency Federal Identification Number (FEI):	RFP # CAA-CSBG-01-2015
DUNS:	RFP BUDGET REQUEST: \$
Legal name of the entity (or individual) submitting this application:	
Address:	
City:	State:
Zip Code:	
Mailing Address if different from above:	
Telephone number:	Fax number:
Name of Contact Person (for this application):	
E-mail address (for Contact Person):	
TYPE OF APPLICANT	PRIORITY AREAS
A. Public Agency _____ B. Non-Profit _____ C. For-Profit _____	Indicate with an "X" the <u>Priority Area</u> your proposal is being submitted under (see Appendix E for definitions): Inability to Meet Emergency Needs ___ Starvation/Malnutrition ___ Inadequate Housing ___ Youth Services ___ Incomplete Use of Programs & Services ___
In what Supervisor District(s) and City Ward(s) (if applicable) is your agency located:	
Supervisor District:	1 2 3 4 5
City Ward District:	1 2 3 4 5 6
Do you have satellite offices? ___Yes or ___No	
Where will proposed services be provided: _____(location)	
Is your agency ADA accessible? ___Yes or ___No	
Optional Information: Pima County has a Minority Women Business Enterprise (MWBE) Program. Are you a Minority-Owned Business, Women-Owned or both? Yes ___ No ___ N/A ___ If yes, are you registered with Pima County? Yes___ No___	
To the best of my knowledge and belief, all of the information in this application is true and correct. The document has been authorized by the governing body of the applicant and the applicant will comply with the attached assurances if funding is awarded.	
Authorized Signature of President or Chief Executive Officer	Date signed:
Typed name of President, Chief Executive Officer or Individual Applicant	

APPENDIX B: AGENCY MINIMUM QUALIFICATIONS

PROPOSER'S NAME: _____

Proposer certifies that they possess the following minimum qualifications and shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications required to substantiate *responsibility* may be cause for the Proposer's proposal to be rejected as **Non-Responsive**.

A. Provide documented and verifiable evidence that your firm satisfies the following Minimum Qualifications and indicate what and if appendices are submitted.

ITEM NO.	MINIMUM QUALIFICATIONS	DOCUMENT TITLE AND NUMBER OF PAGES
1.	a. Applicant Articles of Incorporation, if applicable. b. If Corporation, proof of up to date Corporate Commission records must be attached.	
2.	Agency Internal Revenue 501-C3 letter, if applicable.	
3.	Most current or preceding fiscal year Financial or Single Audit, as applies to your organization. Attach Auditor's Letter Attach Monitoring Letter: If corrective action in the last year, briefly describe and provide current status, attach letter	
4.	Organizational Chart Key staff changes	
5.	Systems – Has your agency made significant changes to its financial, MIS, management, organization structure, board structure, or mission in the last twelve (12) months? If yes to any, explain on separate page.	
6.	Amount of Federal Funds from all sources for current Fiscal Year <u>2014</u>	

APPENDIX C: PROGRAM INFORMATION

PROPOSER'S NAME: _____

The Community Action Agency Board will use the questions answered/submitted by Proposers to evaluate, differentiate, and score Proposers' proposals as defined by the published evaluation criteria. The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria, unless otherwise indicated. **This section is worth up to 60 points.**

1. Priority Areas (see Appendix E – page 22)
Provide a complete and detailed description of the program you are proposing to implement. Demonstrate experience in the agency's delivery of services to low income populations. Explain how proposed services will have a direct and measurable impact on the status of those in poverty. **(Limit response to 2 pages).**
2. ROMA Initiative (see Appendix F – page 23)
 - a. Which National ROMA Goal(s) and Indicator(s) will your program address? If your program does not fit in the areas listed, please determine the appropriate goal and add the measurement under the appropriate indicator. Your program may address one or more goals.
 - b. List specific outcome measure(s) of the program you are requesting with CSBG funds. Include how the outcomes will be measured (i.e. scales, surveys, pre-post tests etc.). **(Limit response to 1 page per goal.)**
3. What are your days and hours of program operation at each location where you provide services?
DAYS: _____ Hours: _____
4. Rural Area Services
 - a. Provide a list of specific services, and the number of years your agency has provided these services to rural areas (Ajo, Arivaca, Catalina, Marana, Rillito, Sahuarita, Robles Junction, etc.). Include the number of rural area residents/households that will be served. **(Response limited to ½ of a page)**

Rural Area	Service(s)	No. Years	No. of Residents	No. of Households

- b. What percentage of **CSBG funding** will be used **only for rural residents**?
 ___ 0 -20 % ___ 21 – 40% ___ 41 – 60% ___ 61 – 80 % ___ 81 – 100%
5. Staffing
 - a. Attach resumes and/or list of qualifications of the two (2) persons responsible for implementing the program you are proposing.
 - b. If staff is to be hired with grant funds, a job description for position(s) must be included.
 - c. If your agency does not receive the CSBG funds, how will this affect your ability to provide the service you are proposing? **(Limit response to ½ a page)**
6. You may provide additional information not contained above which you consider relevant to your proposal. Do not use section to repeat or re-emphasize answers already given. Also, do not use section to promote your agency or its history. **(Limit response 1 page).**

APPENDIX D: PROGRAM BUDGET / RESOURCES

The Pima County Community Action Agency Board will use the questions answered/submitted by Proposers to evaluate, differentiate, and score Proposers' proposals as defined by the published evaluation criteria. The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria, unless otherwise indicated. **This section is worth up to 30 points.**

1. Total amount of funds requested: \$ _____

2. Proposed CSBG Program Budget

- a. Complete a budget request from Pima County Community Action Agency CSBG Funds for the **specific program you are proposing from this grant, use the "Budget Description" table below to assist with category definitions.**
- b. CSBG fund request is ___% of the total funds your agency is budgeting for this program for FY15-16.
- c. What is the anticipated overall agency budget for FY15-16?

Please submit budget for ONLY amount requested for the specific program you are proposing:

BUDGET DESCRIPTION	AMOUNT REQUESTED	OTHER NON-FEDERAL	OTHER FEDERAL	PROGRAM TOTAL
Personnel				
Fringe Benefits/ERE				
Travel				
Rent/Utilities				
Materials and Supplies				
Operating Services				
Direct Program Costs				
Consultants and Professional Services				
Administrative Costs (Cannot exceed 15% of grant award)				

d. Personnel Budget description

Position	Wage (hourly, monthly, or yearly)	Total wages to be paid from this GRANT ONLY	Other sources of wage for position

e. **INDIRECT COST (ADMINISTRATION)**

Please show how your administrative costs are calculated. Contractors **cannot propose more than 15% of the grant award to administrative costs.**

If you use an indirect cost rate, provide your letter from the cognizant Federal Agency.

f. **FRINGE BENEFITS**

Please show how your fringe benefit rate (or Employee Related Expense (ERE)) will be applied to employees funded by this program. You must show your calculations.

Rate = _____ % = \$ _____

3. Leverage Funds

Describe how you will leverage additional funds or non-cash resources to enhance your program delivery.

(Do not exceed half a page)

4. Accounting

a. Is your present accounting system based on the cash or accrual method?

___ Cash or ___ Accrual

b. Who maintains your financial records?

Name: _____

Address: _____

Phone: (____) _____

Email Address: _____

Budget Narrative

Provide a brief narrative for each category in which you are requesting funds.

If you need clarification as to where an expense should be charged, please contact Rosemary Cora-Cruz at the Pima County Community Action Agency Office at (520) 724-7700.

BUDGET CATEGORY	ALLOWABLE TYPES OF COSTS
PERSONNEL	Employees' salaries that relate directly to the proposed service. Direct Service time is defined as time spent performing actions necessary to accomplish the service requirements listed in your contracts.
FRINGE BENEFITS/EMPLOYEE RELATED EXPENSE (ERE)	The employer portion of fringe benefits to employees, including but not limited to, social security (FICA), unemployment insurance, worker's compensation, health and life insurance, and retirement.
TRAVEL	Mileage reimbursement for staff-owned vehicles, public transportation, per diem. The mileage rate to be reimbursed cannot exceed the current federal rate of \$0.445.
RENT/UTILITIES	A facility costs such as rent, mortgage, or lease, and utilities such as fuel, electricity, water, trash removal, and sewer.
MATERIALS/SUPPLIES	Consumable supplies such as: general office, kitchen, cleaning, laundry, and program supplies, postage, reproduction and printing services, food purchases for agencies who prepare meals; actual costs of materials needed for the maintenance and repair of agency's facilities such as: mops, brooms, paint, window glass, cleaning fluids.
OPERATING SERVICES/EQUIPMENT	Telephone, training for employees, subscriptions for literature, membership dues, library purchases & fees, professional activities such as clubs, meetings, and general liability insurance. Purchase or rental/lease of equipment, use allowance, equipment maintenance and repair costs. Building use allowance, building services. Insurance for buildings and contents. Minor repair services.
DIRECT PROGRAM COSTS	Direct payments made by the agency to vendors to provide services such as utility payments, eviction prevention, and stipends, etc.
ADMINISTRATIVE COSTS	Contractors will be expected to use no more than 15% of the grant award for administrative costs. All audit, accounting, general overhead, and staff costs which are NOT directly related to direct client services shall be charged as administrative costs. Administrative time is defined as time spent in support of the service (e.g. accounting functions, clerical functions, etc.)
CONSULTANTS & PROFESSIONAL SERVICES	Professional and subcontractor services that relate directly to the proposed service. Individuals or organizations may provide services.

APPENDIX E: PRIORITY AREAS
Adopted by the Pima County Community Action Agency Board

Design/Consideration

Prospective CSBG program/project sponsors should take the following into consideration in developing a response(s) to the RFP. PCCAA will consider funding programs/projects that are based on either income transfer strategies and/or on community development strategies. Income transfer strategies involve providing direct assistance to individuals, low-income persons, and/or families. Community development strategies involve efforts to improve, increase or otherwise change (a) the amount and types of services and assistance available to low-income persons, (b) human service delivery system policies and procedures that negatively affect low-income persons, or (c) the knowledge levels, skills and attitudes of low-income persons.

1. Inability to Meet Emergency Needs

Provision of grants-in-aid for food, clothing, shelter, prescription and nonprescription medication or treatment supplies to individuals or families with an emergency that cannot be met in a timely manner by any other source.

2. Starvation/Malnutrition

Activities designed to improve the nutritional well being of low-income individuals through, but not limited to, any of the following methods: Provision of foodstuffs on a regular basis, nutrition education targeted to a specific group, and/or prepared meals.

3. Inadequate Housing

Minor rehabilitation or repair services; payment or subsidy to homeowners or renters as part of a program designed to keep households together in their current dwellings; may include deposit for housing relocation as may be appropriate for household.

4. Incomplete Use of Programs & Services

Provision of services may include advocacy, community education, and information in those areas directly affecting the poor (i.e. how to obtain needed services; representation of rights and interest of an individual or group); providing assistance by which people living in an area(s) are united to develop and improve economic, social, cultural, and/or environmental conditions of their neighborhood. Provision of service(s) in this area may include support services for those making the transition from welfare to work. These services may include, but are not limited to, transportation stipends while in job training, etc.

5. Youth Services

Activities designed for, and/or the provision of services to youth, which may include, but are not limited to, the issue(s) of teenage pregnancy, school dropout, and drug/alcohol abuse. Every effort should be made to not duplicate an existing service.

APPENDIX F: RESULTS-ORIENTED MANAGEMENT ACCOUNTABILITY (ROMA)

Results-Oriented Management Accountability (ROMA) is an initiative promoting outcome-based strategies for community, state, and federal programs that are funded by the Community Services Block Grant. ROMA was designed in response to the 1993 – Government Performance and Results Act (GPRA). There are six broad anti-poverty goals with twelve national performance indicators that the CSBG network strives toward. Within these goals, agencies can show their outcomes they are achieving with CSBG funds.

ROMA changes how agencies describe and report what they are doing. It focuses on the results or outcomes of agency activities in addition to the process of operating programs or delivering services. ROMA also links outcomes or results to the management process. It improves our ability to identify and capture outcomes and present our successes to the public and federal government.

The program(s) you are proposing must address at least one or more of the Six National ROMA Goals. Please read the goals thoroughly. A website has been provided that may help you in determining which program your goal will address and examples of how to measure the outcomes of your program. The address is: <http://www.nascsp.org/CSBG-IS-Survey/609/Instructions.aspx?iHt=20>, Click on [CSBG IS NPI Instructions](#) (updated Jan, 2013). You may request a copy of this guide from the Pima County Community Action Agency.

A. SIX NATIONAL ROMA GOALS

The Performance Indicator(s) along with a description of the indicators under each goal are as follows:

1. LOW-INCOME PEOPLE BECOME MORE SELF-SUFFICIENT (FAMILY)

Indicator 1.1 Employment -The number and percentage of low-income participants in community action employment initiatives who get a job or become self-employed as measured by one or more of the following:

- A. Unemployed and obtained a job;
- B. Employed and obtained an increase in employment income
- C. Achieved a “living wage” employment and benefits.

Indicator 1.2 Employment Supports – the number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action as measure by one or more of the following:

- A. Obtained pre-employment skills/competencies required for employment and received training program certificate or diploma.
- B. Completed ABE/GED and received certificate and diploma.
- C. Completed post-secondary education program and obtained certificate or diploma.
- D. Enrolled children in before or after school programs, in order to acquire or maintain employment.
- E. Obtained care for child or other dependent in order to acquired or maintain employment
- F. Obtained access to reliable transportation and/or driver's license in order to acquire or maintain employment.
- G. Obtained health care services for themselves or a family member in support of employment stability.
- H. Obtained safe and affordable housing in support of employment stability.
- I. Obtained food assistance in support of employment stability.

Indicator 1.3 Economic Asset Enhancement and Utilization – the number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measure by one or more of the following:

- A. Number and percent of participants in tax preparation programs who identify any type Federal or State tax credit and the aggregated dollar amount of credits.
- B. Number and percentage obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments.
- C. Number and percentage enrolled in telephone lifeline and/or energy discount programs with the assistance of the agency and the expected aggregated dollar amount of savings.
- D. Number and percent demonstrating ability to complete and maintain a budget for over 90 days.
- E. Number and percent opening an Individual development Account (IDA) or other savings account and increased savings, and the aggregated amount of savings.

2. THE CONDITIONS IN WHICH LOW-INCOME PEOPLE LIVE ARE IMPROVED (COMMUNITY)

Indicator 2.1 Community Improvement and Revitalization- increase in, or preservation of opportunities and community resources or services for low-income people in the community as a result of community action projects/initiatives or advocacy with other public and private agencies, as measure by one or more of the following:

- A. Accessible “living wage” jobs created or retained in the community.
- B. Safe and affordable housing units created in the community
- C. Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by community action activity or advocacy.
- D. Access and affordable health care services/facilities for low-income people created or maintained.
- E. Accessible safe and affordable childcare or child development placement opportunities for low-income families created or maintained.
- F. Accessible before school and after school program placement opportunities for low-income families created or maintained.
- G. Accessible new, preserved, or expanded transportation resources available to low-income people, including public or private transportation.
- H. Accessible preserved or increased educational and training placement opportunities for low-income people in the community, including vocation, literacy and life skill training, ABE/GED, and post secondary education.

Indicator 2.2 Community Quality of Life and Assets – the quality of life and assets in low-income neighborhoods are improved by community action initiative or advocacy, as measure by one or more of the following:

- A. Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets.
- B. Increase in the availability of preservation of community facilities.
- C. Increase in the availability or preservation of community services to improve health and safety
- D. Increase in the availability or preservation of commercial services within low-income neighborhoods.

E. Increase or preservation of neighborhood quality-of-life resources.

Indicator 2.3 Community Engagement – the number of community members working with Community Action to improve conditions in the community.

- A. Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives.
- B. Number of volunteer hours donated to the agency (total of all volunteer hours).

3. LOW-INCOME PEOPLE OWN A STAKE IN THEIR COMMUNITY (COMMUNITY)

Indicator 3.1 Community Enhancement through Maximum Feasible Participation – the number of volunteer hours donated to Community Action agency program
Total number of volunteer hours donated by low-income individuals to Community Action

Indicator 3.2 Community Empowerment through Maximum Feasible Participation – the number of low-income people mobilized as a direct result of community action initiative to engage in activities that support and promote their own-well being and that of their community as measure by one or more of the following:

- A. Number of low-income people participating in a formal community organizations, government, boards or councils that provide input to decision-making and policy setting through community action efforts.
- B. Number of low-income people acquiring businesses in their community as a result of community action assistance.
- C. Number of low-income people purchasing their own homes in their community as a result of community action assistance.
- D. Number of low-income people engaged in non-governance community activities or groups created or supported by community action.

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 measured by the following:

- A. Number and types of organizations agencies work with to promote family and community outcomes.

5. AGENCIES INCREASE THEIR CAPACITY TO ACHIEVE RESULTS (AGENCY)

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:

- A. Number of staff attending training
- B. Number of board members attending trainings
- C. Hours of staff in trainings
- D. Hours of board members in trainings

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

Indicator 6.1 Independent Living – the number of vulnerable individuals receiving services from programs that maintain an independent living situation as a result of those services.

- A. Senior Citizens
- B. Individuals with Disabilities

Indicator 6.2 Emergency Assistance – the number of low-income individuals or families served by Community Action that sought emergency assistance and the percentage of those households for which assistance was provided, including such services as:

- A. Emergency Food
- B. Emergency Fuel/Utility Payments
- C. Temporary Shelter
- D. Emergency Medical Care
- E. Protection from Violence
- F. Emergency Legal Assistance
- G. Emergency Transportation
- H. Emergency Disaster Relief
- I. Emergency Clothing

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, as measured by one or more of the following:

A. Infants and Children:

- 1. Infants and children obtain age appropriate immunizations, medical and dental care
- 2. Infant and child health and physical development are improved as a result of adequate nutrition.
- 3. Children participate in preschool activities to develop school readiness skills.
- 4. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade.

B. Youth:

- 1. Youth improve physical health and development
- 2. Youth improve social/emotional development
- 3. Youth avoid risk-taking behavior for a defined period of time.
- 4. Youth have reduced involvement with criminal justice system
- 5. Youth increase academic, athletic or social skills for school success by achieving stipends to stay in school

C. Adults:

- 1. Parents and other adults learn and exhibit improved parenting skills.
- 2. Parents and other adults learn and exhibit improved family functioning skills.

6.4 Family Supports (Seniors, Disabled and Caregivers) – Low-income people who are unable to work, especially seniors, adults with disabilities, and caregivers, for whom barriers to family stability are reduced or eliminated, as measured by one or more of the following:

- Enrolled children in before or after school programs
- Obtained care for child or other dependent
- Obtained access to reliable transportation or driver's license
- Obtained health care for services for themselves or family member
- Obtained food assistance

6.5 Service Counts – the number of services provided to low-income individuals and or families, as measured by one or more of the following

- A. Food Boxes
- B. Pounds of Food
- C. Units of Clothing
- D. Rides Provided
- E. Information and Referral Calls

APPENDIX G: CSBG SCORING SHEET
Solicitation Number CAA-CSBG-01-2015

NAME OF AGENCY: _____

PROBLEM AREA: _____

100 POINTS POSSIBLE	POOR	BELOW AVERAGE	AVERAGE	GOOD	EXCELLENT
APPENDIX C – PROGRAM INFORMATION					
1. Priority Areas: The program description is clear and the service delivery method is easy to understand. The agency demonstrates experience in service delivery.	0	3	5	7	10
2a. ROMA Initiative: The agency addresses the ROMA Goals and Indicators of the program they are proposing.	0	3	5	7	10
2b. The outcome measures for program success are clear and achievable.	0	3	5	7	10
3. Rural Area Services:					
3a. Type of services provided to rural areas.	0	3	5	7	10
3b. Funding dedicated to rural areas.	0	3	5	7	10
4. Staffing: The staff has an adequate background or expertise to implement the proposed program.	0	3	5	7	10
APPENDIX D– BUDGET/RESOURCES					
2 - 4. The proposed budget is complete, clear and reasonable for the program goals. The details are clear and support the mission.	0	3	5	7	10
5. The organization has realistic goals for leveraging sufficient additional resources.	0	3	5	7	10
6. The agency is capable of providing the required match of cash or other resources.	0	3	5	7	10
GENERAL PROPOSAL					
Overall, the application is well constructed and the agency has the expertise to implement the program they propose.	0	3	5	7	10

Total Score: _____ (100 Points Possible)

 Scorer's Initials

APPENDIX H:

PIMA COUNTY STANDARD TERMS AND CONDITIONS (12/20/10)

1. OPENING:

Responses will be publicly opened and respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing proposers during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:

Responses shall be evaluated to determine which response is most advantageous to the COUNTY considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, the Pima County (COUNTY) will enter into an agreement with the one or multiple respondent(s) that submitted the lowest bid(s) and determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

The COUNTY reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the quantity herein specified. Pricing evaluations will be based on pre-tax pricing offered by vendor.

3. AWARD NOTICE:

A Notice of Recommendation for Award for the RFP will be posted on the Community Services, Employment and Training (CSET) Department website and available for review by interested parties. A tabulation of proposals will be maintained at the CSET Department/Community Action Agency (CAA) Division.

4. AWARD:

Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all proposals or to waive irregularities and informalities if it is deemed in the best interest of the COUNTY. Unless expressly agreed otherwise, resulting agreements are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each respondent, by submission of proposal proclaims and agrees and does waive any and all claims for damages against COUNTY or its officers or employees when any of the rights reserved by COUNTY may be exercised.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant agreement, the terms herein shall govern, unless Contractor's terms are accepted in writing by COUNTY. No oral agreement or understanding shall in any way modify this order or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant agreement.

7. INTERPRETATION and APPLICABLE LAW:

The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY'S shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

The quantity of goods ordered shall not be exceeded or reduced without **written** permission in the form of a properly executed blanket contract, purchase order or contract revision or amendment as required by COUNTY Procurement Code except in conformity with acknowledged industry tolerances. All quantities are estimates and no guarantee regarding actual usage is provided.

10. PACKING:

No extra charges shall be made for packaging or packing material. Contractor shall be responsible for safe packaging conforming to carrier's requirements. All packages shall bear the content(s) quantity, product identification, purchase order number, and destination address plainly marked in indelible ink on the exterior of each package.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to the COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order and/or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provide immediate notice of delay.

12. SPECIFICATION CHANGES:

COUNTY shall have the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment shall be made and the order shall be modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause shall reduce Contractor's' responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by COUNTY. Goods failing to meet specifications of the order or contract shall be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY'S rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the agreement documents, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") are to be included in the Unit Price offered by Contractor and accepted by the COUNTY.

15. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the agreement documents.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

17. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:

In the event any item furnished by the Contractor in the performance of the agreement should fail to conform to the specifications thereof, or to the sample submitted by the Contractor, COUNTY may reject same, and it shall thereupon

become the duty of the Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should the Contractor fail, neglect, or refuse immediately to do so, COUNTY, shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to the Contractor the difference between the price named in the contract or purchase order and actual cost to COUNTY.

In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the contract or purchase order, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of COUNTY provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, proclaims and agrees that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with COUNTY, the Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING AGREEMENT:

As allowed by law, the COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the COUNTY. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY blanket contract, purchase order or contract. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted by blanket contract purchase order or contract between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY agreements can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Agreements*.

20. PATENT INDEMNITY:

Contractor shall hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the blanket contract purchase order or contract. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

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 the blanket contract, purchase order or contract. 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.

22. UNFAIR COMPETITION AND OTHER LAWS:

Proposals shall be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in COUNTY.

Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment/revisions.

24. ASSIGNMENT:

Contractor shall not assign its rights to the resultant agreement, 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.

25. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than for services or goods that have already been received.

28. PUBLIC INFORMATION:

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.

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

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 Contractor of the request for release, unless Contractor 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. Contractor 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.

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.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and are unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the agreement. It is agreed that such tools and documentation are the property of COUNTY and shall be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation shall be delivered to COUNTY within twenty days of acceptance by the COUNTY of the first article sample, or not later than ten days of termination of the agreement associated with their development, without additional cost to COUNTY. The Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, the Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by the Contractor result in additional costs to the COUNTY the Contractor agrees to reimburse the COUNTY for said actual and incremental costs provided that the COUNTY had given the Contractor reasonable time to respond to the COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:

Agreements resulting from this solicitation are non-exclusive and are for the sole convenience of Pima County which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

COUNTY reserves the right to terminate any blanket contract, purchase order, contract or award, in whole or in part, at anytime, without penalty or recourse when in the best interests of the COUNTY, Upon receipt of written notice, Contractor shall immediately cease all work as directed by the notice, notify all sub-Contractor of the effective date of termination and take appropriate actions to minimize further costs to the COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be promptly delivered to the COUNTY. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event that there are inconsistencies between agreement documents, following is the order of precedence, superior to subordinate, that shall be applied to resolve the inconsistency: blanket contract; purchase order; offer agreement or contract attached to a blanket contract or purchase order; standard terms and conditions; other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of the Contractor shall be that of an independent Contractor. Neither Contractor nor Contractor officer's agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the 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.

36. BOOKS AND RECORDS:

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. 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.

37. COUNTERPARTS:

The blanket contract, purchase order or contract awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart shall be deemed an original, and together such counterparts shall constitute one and the same instrument. For the purposes of the blanket contract, purchase order or contract, the signed offer of Respondent and the signed acceptance of COUNTY shall each be deemed an original and together shall constitute a binding blanket contract, purchase order or contract, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the blanket contract, purchase order or contract. If any court or administrative agency determines that COUNTY does not have authority to enter into the blanket contract, purchase order or contract, COUNTY shall not be liable to Contractor or any third party by reason of such determination or by reason of the blanket contract, purchase order or contract.

39. 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 the blanket contract, purchase order or 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.

40. SUBCONTRACTOR:

CONTRACTOR shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR 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.

41. 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.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

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.

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.

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.

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."

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 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.

43. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

For those projects and contracts where Pima County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by Pima County, Contractor shall treat, control and limit access to said information as confidential and under no circumstances release any data provided by County during the term of this agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent whichever occurs sooner, Contractor shall either return all data to County or shall destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days.

END OF

PIMA COUNTY STANDARD TERMS AND CONDITIONS (12/20/10)