



PIMA COUNTY PROCUREMENT DEPARTMENT
150 W. CONGRESS ST., 5th FLOOR, TUCSON, AZ 85701-1207
PHONE: (520) 724-8161 FAX: (520) 222-1484

Terri Spencer
Procurement Director

October 15, 2021

AMENDMENT NO. 1

SOLICITATION NO. RFP-PO-2200011

TITLE: EMERGENCY EVICTION LEGAL SERVICES

Be advised of the following changes, clarifications and/or additions to the above-referenced Solicitation as stated in the following Amendment.

SOLICITATION DUE DATE:

Please note that the Solicitation due date remains unchanged.

CHANGES AND/OR ADDITIONS:

- **REPLACE “RFP-PO-2200011” with “RFP-PO-2200011 Amendment 1”**
- **SUMMARY OF CHANGES:**
 - **INSTRUCTIONS TO OFFERORS, Section 2.1. – DELETE “Small Business Enterprise (SBE)”**
 - **INSTRUCTIONS TO OFFERORS, Section 3.5. – ADD “Pursuant to Pima County Procurement Code Title 11, this solicitation is not eligible for Small Business Enterprise (SBE) preference.**
 - **EXHIBIT C – REPLACE with “EXHIBIT C, Amendment 1, SPECIAL CONTRACT PROVISIONS”**

QUESTIONS/ANSWERS: N/A

All other requirements and terms of the Solicitation remain unchanged. Failure to include acknowledgment of all amendments on the submitted offer may be cause for rejection.

This Amendment is a total of twenty-one (21) pages.

If any questions, please contact me via e-mail at michael.warren@pima.gov

Michael Warren Digitally signed by Michael Warren
Date: 2021.10.14 15:01:44 -07'00'

Michael Warren, Procurement Officer

INSTRUCTIONS TO OFFERORS**1. PREPARATION OF RESPONSES:**

Offerors must make all proposals using the forms contained in this solicitation. Offerors must print or typewrite all notations. **Erasures are not permitted.** Offerors may cross out errors and print in ink or typewrite corrections adjacent to the error and the person signing the proposal will initial any such correction. Pima County ("County") prefers typewritten responses.

2. PROPOSAL DOCUMENTS: (AMENDED)

Offerors must complete and submit their proposals utilizing the forms provided by this solicitation without modification. Offerors must provide requested information, supporting documents and data in the precise manner that County requests. Failure to comply may cause County to improperly evaluate the proposal or to reject the Offeror's proposal as **Non-Responsive and/or Non-Responsible**.

NOTE: Insurance certificate documents will be required from the winning Offeror within two (2) business days after the Notice of Recommendation for Award is posted on the Procurement website. The following forms are required for proposal submission:

2.1. Attachment 1: Proposal Certification Form (1 page), complete and provide the requested information which may include, but not be limited to, legal name of the contractor (as registered with the Arizona Corporation Commission and Pima County Vendor Record), vendor contact information, acknowledgement of solicitation Amendments and signature by an authorized representative.

2.2. Attachment 2: Minimum Qualifications Verification Form (1 page). Offeror must certify that they possess the qualifications specified in this form and provide the information and/or supporting documentation stipulated by these Minimum Qualifications to substantiate meeting the qualifications and for the County to determine responsibility.

2.3. Attachment 3: Questionnaire Form (1 page), fully complete, and include all requested supporting documentation.

2.4. Attachment 4: Sample Professional Services Contract (9 pages), a sample of the resultant contract is provided. Information highlighted in yellow will be completed by County prior to award. Contractor should thoroughly review, including **Exhibit A: Scope of Services** (2 pages), list any requested deviations or exceptions in a separate document as specified in section 4.2 below.

2.5. Exhibit B: Compensation and Payment (1 page), complete in its entirety. All costs required to provide the services described in Exhibit A and to comply with the terms and conditions of this solicitation must be included on these pages and nowhere else in the proposal and disclosed at the time of proposal.

3. PROPOSAL SUBMISSION REQUIREMENTS: (AMENDED)

3.1. Submission: Offerors are to complete, execute and submit **one (1) original paper version** of all the required documents **and five (5) digital copies on thumb drives** of all required documents **excluding Exhibit B**. Offerors must complete and submit Exhibit B in a separate and sealed packet. The packet must contain one (1) original paper version and one digital version on a thumb drive. The submittal must include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation. Offeror should bind and index (tab) the proposal in the order as indicated above (see section 2. Proposal Documents).

3.2. Signature: An authorized agent of the Offeror must sign proposal documents and submit them in a sealed package/envelope marked or labeled with the Offeror's firm name, solicitation number, title, solicitation due date and time, to the location and no later than the Due Date and Time specified in the Request for Proposal document.

3.3. Timely Receipt by the County: County must receive and time stamp proposals at the specified location at or before the Due In and Opens date and time as stated in the *Request for Proposals*. The County's "time-stamp" will be the official time used to determine the timeliness of the submittal. County will not accept or will return unopened any proposals or modifications that County receives after the Due In and Opens date and time. County will open and record timely submittals promptly after the Due In and Opens date and time.

3.4. Contractor Record Maintenance: By submitting a response to this solicitation, the Contractor agrees to establish and maintain a complete Pima County Contractor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), prior to the solicitation's due date. The Contractor also agrees to update the information within ten calendar days of any changes made and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Vendor Self Service (VSS) portal.

The registration requires that the Contractor establishes and maintains email functionality. In addition to providing the means for a Contractor to create and maintain their own record, the portals also provide for email notice to the Contractor regarding solicitations published by Pima County for commodities of interest as defined by the Contractor record.

The Vendor Self Service (VSS) portal link is <https://vendors.pima.gov/webapp/VSSPROD1/AltSelfService>

3.5. Unfair Competition and other Laws: Proposals must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations. **Pursuant to Pima County Procurement Code Title 11, this solicitation is not eligible for Small Business Enterprise (SBE) preference.**

3.6. General Specifications: Items and Questionnaire responses included in Offeror's proposal must meet the specifications and requirements set forth by the solicitation. The specifications included in this solicitation intend to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and to allow Offeror to provide the information needed for the development of consistent and comprehensive proposals.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the Offeror's sole risk.

3.7. Waiver: Each Offeror, by submission of a proposal or bid waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

3.8. Fraud and Collusion: Each Contractor, by submission of a proposal, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted 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) has 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) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, 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 County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

3.9. Documents Marked Confidential: Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to this solicitation, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Offeror reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Offeror must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Offeror of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Offeror has, within that period, secured an appropriate order from a court of competent jurisdiction enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Any information marked as CONFIDENTIAL must be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and will not include any information considered confidential.

The Offeror agrees to waive confidentiality of any price terms in the event of an awarded contract.

4. INQUIRIES AND DEVIATION REQUESTS:

4.1. Inquiries: No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent will notify the Pima County Procurement department either prior to or during the Pre-Proposal Conference, but prior to the date set for receipt of the bid or proposal. Notice will be provided in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution.

County will respond by written amendment sent to all known potential respondents. County may not answer questions or address deviation requests that are submitted within eight (8) days prior to the closing date and time of the solicitation.

- 4.2. Deviation Requests:** Requests for changes submitted with a proposal must specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Acceptance or rejection of deviation request is at the sole discretion of County in accordance with the Pima County Procurement Code.

County may consider conditional proposals that do not conform to or that request exceptions to the published solicitation and amendments as non-responsive and County may not evaluate them.

5. EVALUATION & AWARD CRITERIA:

- 5.1. Evaluation:** County will evaluate proposals to determine which are most advantageous to County considering conformity to the specifications, evaluation criteria stated in the RFP, minimum qualifications, and other factors. Offeror must certify that they possess the qualifications specified in **Attachment 2: Minimum Qualifications Verification Form (1 page)** and provide the information and/or supporting documentation stipulated by these Minimum Qualifications to substantiate meeting the qualifications and for the County to determine *responsibility*.

Pima County will evaluate proposals that are ***Responsive and Responsible*** as defined by the Minimum Qualifications. County will evaluate proposals according to the evaluation criteria set forth below. The evaluation panel will use the evaluation criteria when scoring the Offeror's answers to the questions contained in **Attachment 3: Questionnaire Form (1 page)**. Offeror should respond in the form of a thorough narrative to each specification as guided by the Questionnaire. The evaluation panel will evaluate the narratives along with required supporting materials and award points accordingly.

- 5.2. Evaluation Criteria:** The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria, unless otherwise indicated:

Item	Criteria	Criteria Maximum Points
A.	Service Delivery	34
B.	Experience	30
C.	Cost	35
D.	Sustainability	1
Total Points		100

- 5.3. Evaluation Discussions/Clarifications of Proposals:** The County may conduct discussions with responsible Offerors 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 and to clarify the Proposal and Agreement details provided that they do not substantially change the intent of the solicitation.

County reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing.

- 5.4. Best and Final Offer:** In the event that County holds discussions and requests clarifications, County will issue a written request for best and final proposals. The request will set forth the date, time, and place for the submission of best and final proposals. If Offerors fail to respond to the request for best and final proposal or fail to submit a notice of withdrawal, County will consider their immediate previous proposal as their best and final proposal.

- 5.5. Award Criteria:** If County makes an award, County will enter into the attached Professional Services Contract with one or more Contractors that submitted the highest scoring proposal(s) which County determines to be responsible and responsive for providing the required goods or services. County will enter into agreements by executing and transmitting an Master Agreement ("MA") document and executed Professional Services contract that incorporates the Proposal by reference.

County, at its sole discretion, 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 item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre tax pricing proposed by Contractor.

5.6. Recommendation for Award: If County makes an award it will be to the responsible and responsive Offerors whose proposals County determines to be the most advantageous taking into consideration the evaluation criteria, discussions, and Best and Final Offers in this solicitation.

6. AWARD AUTHORITY:

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code.

7. AWARD NOTICE:

County will post a *Notice of Recommendation for Award* (NORFA) for RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals. County will not provide results of this procurement in response to telephone inquiries.

8. COMPLIANCE WITH AGREEMENT:

County will execute the Professional Services Contract with the successful Offeror(s).

The Offeror agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the Offeror agrees that they will not provide goods or services in excess of the executed agreement items, 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 will be at the Offeror's own risk. Offerors will decline verbal requests to deliver items in excess of the agreement and must report all such requests in writing to the Pima County Procurement Department within one (1) workday of the request. The report will include the name of the requesting individual and the nature of the request.

9. PROTESTS:

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

The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through [http://library.amlegal.com/nxt/gateway.dll/Arizona/pimacounty_az/title11pimacountyprocurementcode/chapter1120protests?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:pimacounty_az\\$anc=JD_Chapter11.20](http://library.amlegal.com/nxt/gateway.dll/Arizona/pimacounty_az/title11pimacountyprocurementcode/chapter1120protests?f=templates$fn=default.htm$3.0$vid=amlegal:pimacounty_az$anc=JD_Chapter11.20). The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of Offerors and Proposers to check the website.

10. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms, and conditions defined by the County MA, or PO. 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's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of County Contracts*.

END OF INSTRUCTIONS TO OFFEROR

ATTACHMENT 1: PROPOSAL CERTIFICATION FORM (1 PAGE)

CONTRACTOR LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: _____

PHONE: _____ **FAX:** _____

CONTACT PERSON EMAIL ADDRESS: _____

EMAIL ADDRESS FOR ORDERS & CONTRACTS: _____

CORPORATE HEADQUARTERS ADDRESS: _____

WEBSITE: _____

ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:

Contractor acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date

INSURANCE CERTIFICATE documents will be required from the winning Offerors within two (2) business days after the Notice of Recommendation for Award is posted on the Procurement website.

By signing and submitting Proposal documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation.

Conditional offers that modify the solicitation requirements may be deemed non-responsive and County may not evaluate them. Contractor’s signature below constitutes a firm offer and upon the execution of the Professional Services Contract issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Instructions to Offerors, the sample Professional Services Contract, and related attachments or exhibits.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: _____

ATTACHMENT 2: MINIMUM QUALIFICATIONS VERIFICATION FORM (1 PAGE)**OFFEROR'S NAME:** _____

In order for County to evaluate and consider proposals for award, they must be **Responsive and Responsible**. **"Responsive"** means that the submitted proposal documents conform in all material respects to the requirements in the solicitation. **"Responsible"** means that Offerors document and substantiate their capability to fully perform all requirements of the solicitation. Factors include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and any other matter necessary to provide the performance that the solicitation requires.

Offeror must certify that they possess the minimum qualifications contained herein. Offeror must provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate responsibility may be cause for County to reject the Offeror's proposal as **Non-Responsive and/or Non-Responsible**.

Offeror certifies that they possess the following minimum qualifications and will provide the requested documents that substantiate their satisfaction of the Minimum Qualifications.

Provide documented and verifiable evidence that your firm satisfies the following Minimum Qualifications, and indicate what/if attachments are submitted.

ITEM NO.	MINIMUM QUALIFICATIONS	COMPLIANCE YES/NO (SELECT ONE)	DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT
1	Attorneys providing service must be authorized to practice in the State of Arizona and competent to advise and represent tenants in eviction matters. By responding to this RFP, attorneys certify that any attorney providing service is competent to advise and represent tenants in eviction matters.	Yes / No	

SIGNATURE: _____ **DATE:** __________
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

ATTACHMENT 3: QUESTIONNAIRE (1 PAGE)

OFFEROR'S NAME: _____

The evaluation committee will assign points to each answer submitted on the basis of the following evaluation criteria unless otherwise indicated.

A. Service Delivery: (0 to 34 points)

1. Describe how you will provide the services included in the attached scope, including how you will communicate with Eligible Persons who have varying levels of access to or proficiency with technology. (10)
2. Describe how you will ensure that services are provided in an efficient and timely manner within the short timeframes accompanying eviction cases, including a general description of your system for accepting referrals, checking for conflicts, and communicating the scope of your engagement with the Eligible Person. (14)
3. State whether services can be provided in Spanish. (5)
4. Provide an estimated monthly number of (a) Brief Legal Assistance consultations and (b) Full Representation cases you believe you will be able to accept. (5)

B. Experience: (0 to 30 points)

1. Provide a summary of your experience in eviction law, including relevant statutory knowledge in that area, as well as any litigation experience in justice court or another limited-jurisdiction court. (10)
2. Provide a résumé or other description of qualifications and experience for each attorney expected to provide services under this Contract. (10)
3. Have you been the subject of a disciplinary proceeding by the State Bar of Arizona or by the Bar of any other State? (5)
4. During the past 10 years, have you been arrested, summoned, charged or convicted of any criminal offense (excluding minor traffic infractions)? (5)

C. Cost ("Total Price Proposed"): (0 to 35 points)

Offeror must propose two fully loaded fixed, flat rates: one rate per consultation for Brief Legal Assistance and one rate per case for Full Representation by completing Exhibit B: Compensation and Payment.

D. Sustainability: (0 to 1 point)

1. Philosophy and/or policies on waste prevention, reduction, recycling and/or reuse of Offeror's material resources. If you have an established Consultant Environmental Policy, you may attach it in addition to your response to this item;
2. Utilization of alternative energy such as solar or wind energy, and use of bio-diesel or other alternative fuels in support of Offeror's energy needs;
3. Utilization of environmentally preferable materials in Offeror's operations, including purchase of locally produced/manufactured products to minimize transport;
4. Your internal office practices that lessen impact on non-renewable resources and global climate change (reduction in water, energy, or paper use, minimization of hazardous materials uses, compressed or flexible work week schedules, etc.);
5. Any other elements for Pima County's consideration that may fall within the definition of sustainable practice. Such elements include, but are not limited to, resource extraction and manufacturing processes utilized; distance and type of transportation required; life-cycle costs; amount of waste generated; the recyclable content of the product, the product's capacity to be recycled or reused, and the product and packaging "take-back" policies of the manufacturer or distributor; energy and water efficiency; socioeconomic benefits to Pima County which may include preference to firms that are located within Pima County.

SIGNATURE: _____

DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

ATTACHMENT 4: SAMPLE PROFESSIONAL SERVICES CONTRACT (9 PAGES)**Pima County Community and Workforce Development****Project: Emergency Eviction Legal Services**

Contractor: awardee legal name
awardee address
awardee city, st zip

Amount: \$TBD

Contract No.: TBD

Funding: Coronavirus Local Fiscal Recovery Fund authorized by the American Recovery Plan Act

PROFESSIONAL SERVICES CONTRACT**1. Parties, Background and Purpose.**

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and [awardee legal name] ("Contractor").
- 1.2. Purpose. Consistent with Board of Supervisors direction March 16, 2021, Pima County Community and Workforce Development requires Emergency Eviction Legal Services.
- 1.3. Authority. County selected Contractor pursuant to and consistent with County's Procurement Code 11.12.020 Competitive Sealed Proposals. Funds awarded directly to Pima County from the American Rescue Plan Act Coronavirus Local Fiscal Relief Fund may be expended to provide "[a]ssistance to households or populations facing negative economic impacts due to COVID-19," including "legal aid to prevent eviction or homelessness." United States Department of Treasury, *Coronavirus State & Local Fiscal Recovery Funds, Interim Final Rule*, 86 Fed. Reg. 26786, 26794 (May 17, 2021).
- 1.4. Solicitation and Other Documents. County previously issued Solicitation No. RFP-PO-2200011 for certain services (the "Solicitation"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.
- 1.5. Contractor's Response. Contractor submitted a response to the Solicitation that has been deemed advantageous to County.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on January 1, 2022 and will terminate on December 31, 2022 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to two (2) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with the services described in **Exhibit A** (2 pages) upon demand. The Services must comply with all requirements and specifications in the Solicitation.

4. Practice Standards. Contractor will at all times comply with the Arizona Rules of Professional Conduct, state and local court rules, and applicable written administrative orders, policies, and procedures established by

91462 / 00941669 / v2

the Consolidated Justice Court or County. Contractor will satisfy all continuing legal education requirements established by the Arizona Supreme Court.

5. **Personnel.** Contractor will employ suitably trained and skilled professional personnel to perform all services under this Contract.
6. **Contractor Representations and Warranties.** Contractor represents and warrants that all the information included in Contractor's response to Solicitation No. RFP-PO-2200011, previously submitted to County, is true, correct, and complete. Contractor will immediately inform County if anything occurs that causes any item of information in that response to no longer be true, correct, and complete. Contractor shall inform County promptly if any attorney providing services under this Contract has been or becomes subject to any of the following: a criminal charge, a criminal conviction, an investigation by an agency through which a professional license is maintained, any bar complaint against any attorney providing services under this Contract, any disciplinary action taken by the State Bar of Arizona against any attorney providing services under this Contract, any finding of ineffective assistance of counsel against any attorney providing services under this Contract, or the imposition of any court ordered sanction imposed upon any attorney providing services under this Contract.

7. Compensation and Payment.

- 7.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B** (1 page). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
- 7.2. Not-to-Exceed (NTE) Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$**TBD [per year]** (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 7.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 7.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 7.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item, including the names of Eligible Persons to whom Contractor provides Brief Legal Assistance or Full Representation.
- 7.6. Invoice Submittal. Invoices are to be sent by email to:

Pima County Office of Eviction Legal Services
Attn: Lenora Anderson
Lenora.Anderson@pima.gov
- 7.7. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 24 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract

between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

8. Insurance.

8.1. Required Insurance: Contractor must obtain and maintain, at its own expense, during the entire term of this Contract, the following type(s) and amounts of insurance:

8.1.1. Professional liability insurance in the amount of \$250,000.00 per claim, \$500,000.00 in the aggregate.

8.1.2. If required by law, workers' compensation coverage including employees' liability coverage.

8.2. Current Certificates: Contractor will provide County with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice of cancellation, non-renewal or material change. County may change the above insurance requirements from time to time. If an attorney does not have a current certificate on file, then the attorney shall be immediately placed on hold and not receive any further assignments until a new certificate is on file with County.

8.3. Approval and Modifications. The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Attorney, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

8.4. Workers' Compensation Coverage for Contractor. Contractor acknowledges that they are a sole proprietor, are performing work as an independent contractor for Pima County, are not the employee of Pima County for workers' compensation purposes, and, therefore, are not entitled to workers' compensation benefits from Pima County. Contractor acknowledges that they understand that if they have any employees working for them, they must maintain workers' compensation insurance on those employees.

9. Indemnification. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

10. Laws and Regulations.

10.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

10.2. **Licensing.** Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

10.3. **Choice of Law; Venue.** The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

11. Independent Contractor. Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

12. Subcontractors. Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates 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.

13. Assignment. Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

14. Non-Discrimination. Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

Contractor and any subcontractor, successor, transferee, or assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented in the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are incorporated by reference and made a part of this Contract. Title VI also includes protection for persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented in the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are incorporated by reference and made a part of this Contract.

15. Americans with Disabilities Act. Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

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

17. Full and Complete Performance. The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, 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 is not an accord and satisfaction.

18. 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.

19. Termination by County.

- 19.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 19.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to Contractor when County finds Contractor to be in default of any provision of this Contract.
- 19.3. Non-Appropriation. 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 will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

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

County:

Terri Spencer, Procurement Director
 Pima County Procurement
 150 W. Congress Street 5th Floor
 (520) 724-3722, Terri.Spencer@pima.gov

Contractor:

TBD

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

22. 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 is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

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

24. Use of County Data. Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

25. Books and Records. Contractor will keep and maintain proper and complete books, records and accounts in accordance with and for the period required by the Arizona Rules of Professional Conduct or other applicable statute or rule. The non-privileged portions of the books, records and accounts will be open at all reasonable times for inspection and audit by duly authorized representatives of County. Unless an applicable statute or rule requires a longer period, Contractor will retain all records relating to this Contract for at least five years after its expiration or termination or until any related pending proceeding or litigation has concluded. If Contractor is still maintaining any files related to its work under this Contract when Contractor shuts down

Contractor's law practice, Contractor must notify County so that appropriate arrangements can be made to preserve the files if appropriate.

26. Public Records.

- 26.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 26.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of its records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL" before submitting them to County. In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

27. Legal Arizona Workers Act Compliance.

- 27.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 27.2. Books & Records. County has 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.
- 27.3. Remedies for Breach of Warranty. 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, is 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 will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 27.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 26 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 is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

28. Grant Compliance.

- 28.1. Contractor must have a Data Universal Numbering System (DUNS) number or obtain one before execution of this Contract.
- 28.2. Contractor certifies, by signing this Agreement, that it possesses business integrity and that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in grants or contracts by any federal, state, or local department or agency. The suspension of the any attorney providing services under this Contract by the State of Arizona, an agency of the State, or a department of the Federal Government shall be, at the option of the County, a material breach and grounds for the immediate termination of this Agreement.
- 28.3. Contractor will comply with all requirements listed in **Exhibit C, Amendment 1: Special Contract Provisions** (2 pages).

29. Written Orders. County will order services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not perform services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any services provided in excess of that stated in this Contract are at Contractor's own risk.

30. Counterparts. The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.**31. Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. The certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.**32. Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.**33. Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Professional Services Contract and agree to be bound by the terms and conditions of the Contract on the dates written below.

PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors

Authorized Officer Signature

Date

Printed Name and Title

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Deputy County Attorney

Print DCA Name

Date

EXHIBIT A: SCOPE OF SERVICES (2 PAGES)
FOR EMERGENCY EVICTION LEGAL SERVICES

1. Definitions.

- 1.1. "Brief Legal Assistance" means providing legal assistance in a single consultation between Contractor and an Eligible Person in relation to the person's eviction matter, without entering an appearance on the Eligible Person's behalf. Brief Legal Assistance may include negotiation with the landlord or landlord's representative. Brief Legal Assistance concludes at the end of the consultation.
- 1.2. "Deferral Period" means a specified period of time, not less than one day nor more than one month, during which County will not refer Eligible Persons to Contractor.
- 1.3. "Eligible Person" means a person to whom County has determined all of the following apply:
 - 1.3.1. The person is a tenant whose residence is located in Pima County.
 - 1.3.2. The person has received a summons or other written notice from their landlord indicating the tenant is at risk of being evicted from their residence.
 - 1.3.3. The person's total household income is equal to or less than 80% of the average median income (AMI) in Pima County, as established by the United States Department of Housing and Urban Development.
- 1.4. "Full Representation" means legal representation of an Eligible Person in an eviction action in which Contractor enters an appearance on behalf of the Eligible Person. Full Representation concludes at the conclusion of an eviction proceeding in the Consolidated Justice Court and does not include representation in any appeal from an eviction judgment.

2. County will:

- 2.1. Provide Contractor with a name, telephone number, and email address of a person who will serve as Contractor's primary point of contact with County. County may change who is the primary point of contact at any time and such change is effective on the date County provides written notice to Contractor.
- 2.2. Determine whether tenants requesting legal services are Eligible Persons.
- 2.3. Refer Eligible Persons to Contractor for Brief Legal Assistance. County will consider Contractor's monthly estimate of Eligible Persons Contractor can serve in making referrals, but may refer Eligible Persons to Contractor at any time unless Contractor has requested a deferral under Section 3.7. County reserves the right to send and withhold referrals from any Contractor at County's discretion.

3. Contractor will:

- 3.1. Provide County with up-to-date email and telephone contact information that can be used to contact Contractor and refer Eligible Tenants to Contractor.
- 3.2. Contact each Eligible Person referred to Contractor by County within 24 hours of referral.
- 3.3. Provide Brief Legal Assistance to each Eligible Person referred to Contractor, unless Contractor determines, in Contractor's independent professional judgment, that the Arizona Rules of Professional Conduct or other law prohibit Contractor from providing Brief Legal Assistance to the Eligible Person. If Contractor is prohibited from providing Brief Legal Assistance to any Eligible Person, Contractor will promptly notify County so that County can refer that Eligible Person to another attorney.
- 3.4. Accept Full Representation for those Eligible Persons who (a) Contractor determines, in Contractor's independent professional judgment have a nonfrivolous basis on which to contest any material issue related to the eviction or to participate in a settlement conference, and (b) Contractor has the ability to provide Full Representation to the Eligible Person. If Contractor concludes that an Eligible Person has a nonfrivolous basis on which to contest any material issue related to the eviction or to participate in a settlement conference, but Contractor lacks the ability to

provide Full Representation to that Eligible Person, Contractor will promptly refer that Eligible Person to County for referral to another attorney.

- 3.5. Track the names of Eligible Persons to whom Contractor provides Brief Legal Assistance and report those names to County, in a form and via means to be specified by County, on a monthly basis.
- 3.6. For each Eligible Person provided Full Representation, collect and provide County, in a form and via means to be specified by County, on a monthly basis the following case-related data:
 - 3.6.1. Names of Plaintiff and Defendant.
 - 3.6.2. Case number assigned by the Consolidated Justice Court.
 - 3.6.3. Reason for the eviction (e.g., nonpayment of rent, other material breach, etc.).
 - 3.6.4. How many continuances were requested and of those how many were granted and for how long.
 - 3.6.5. Case disposition (e.g., dismissal, judgment for plaintiff/defendant, settlement).
 - 3.6.6. Whether Plaintiff was represented.
 - 3.6.7. Judicial assignment.
 - 3.6.8. If a hearing was held, an estimate of how long the hearing lasted.
 - 3.6.9. For cases in which a judgment was entered, whether any post-judgment motions were filed and the nature and disposition of the motions.
- 3.7. Contractor may request any number of Deferral Periods. Any request for a Deferral Period must be made in writing, must specify the start and end date of the Deferral Period, and must precede the beginning of the Deferral Period by at least three business days.

EXHIBIT B: COMPENSATION AND PAYMENT (1 PAGE)**OFFEROR'S NAME:** _____

Offerors must complete the table below. Offerors must propose two fully loaded fixed, flat rates as described below:

Item No.	Item Description:	Est Annual Usage (EAU) (total – all providers)	Unit of Measure (UOM)	Flat Fee	Est Extended Total (EAU x Flat Fee)
1	Full representation	500	EA	\$	
2	Brief legal assistance	5000	EA	\$	
	TOTAL PROPOSED COST:			\$	

EXHIBIT C, Amendment 1 (2 pages)

SPECIAL CONTRACT PROVISIONS

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUND
PROCUREMENT CONTRACTS

1. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0180 awarded to Pima County by the U.S. Department of the Treasury.
2. Federal regulations applicable to this award include, without limitation, the following:
 - a. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - b. OMG Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19. Contractor certifies that it has not been debarred or suspended and that none of its principals, affiliates or subcontractors are excluded or disqualified.
 - c. New Restrictions on Lobbying, 31 C.F.R. Part 21. Contractor certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
 - d. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance.
 - e. Generally applicable federal environmental laws and regulations. For contracts exceeding \$150,000 financed in whole or in part with federal assistance.
 - i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - ii. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

- f. Prohibition on Contracting for Covered Telecommunications Equipment or Services. As described in Public Law 115-232, section 889, the contractor and its subcontractors may not use grant funds to procure or obtain:
 - i. Equipment, services, or systems that uses telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as a substantial or essential component of any system, or as critical technology as part of any system.
 - ii. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
4. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
5. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

(END EXHIBIT C)