

**SERIAL 210192-RFP ARIZONA@WORK MARICOPA COUNTY YOUTH PROGRAM SERVICES
Contract – Smart Schools Inc**

DATE OF LAST REVISION: April 11, 2023

CONTRACT END DATE: June 30, 2024

CONTRACT PERIOD THROUGH JUNE 30, ~~2023~~ 2024

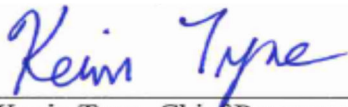
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ARIZONA@WORK MARICOPA COUNTY YOUTH PROGRAM
SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 26, 2022**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

EK/ia
Attach

Copy to: Office of Procurement Services
Virginia Sturgill, Human Services Department
Albert Swanson, Human Services Department

(Please remove Serial 16026-RFP from your contract notebooks)



CONTRACT ARIZONA@WORK MARICOPA COUNTY YOUTH PROGRAM SERVICES 210192-RFP

This contract is entered into this 26th day of January 2022 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Smart Schools Inc., an Arizona corporation ("Contractor") to provide one or more service strategies for any of the fourteen Workforce Innovation and Opportunity Act (WIOA) Youth Program service elements that address employment and educational needs of the County youth served by the County (excluding the City of Phoenix).

1.0 CONTRACT TERM

- 1.1 This contract is for a term of 1 year and 6 months, beginning on the 26th of January 2022 and ending the 30th of June ~~2023~~ **2024**.

2.0 OPTION TO RENEW

The County may, at its option and with the concurrence of the Contractor, renew the term of this contract up to a maximum of three additional year(s), (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

DEFINITIONS AND ACRONYMS

The following definitions apply to this Request for Proposals and any contract awarded.

Assistance Listing Number (ALN) formerly known as is also referred to as the Catalog of Federal Domestic Assistance (CFDA), are related to are related to Federal programs, projects, services, and activities that provide assistance or benefits to the American public.

ADA: Americans with Disabilities Act

AJC: Arizona Job Connection

Alternative secondary school services: Provides specialized, structured curriculum inside or outside of the public school system which may provide work/study and/or academic intervention for students with behavior problems, physical/mental disabilities, who are at-risk of dropping out, who are institutionalized or adjudicated youth and/or youth who may be in foster care and are residing in an institution.

Arizona Job Connection (AJC): The state's database system used for entering and tracking Workforce Innovation and Opportunity Act (WIOA) participants' enrollment and case management activities.

ARIZONA@WORK Maricopa County One Stop System: The mandated and non-mandated partners under the Workforce Innovation and Opportunity Act.

Barriers to Employment: Circumstances which present a substantial disability or interference to the individual's ability to obtain or retain employment.

Basic Education Skills: Academic skills and abilities necessary and/or beneficial for a person to function successfully in an employment environment.

Basic Skills Deficient: The individual computes or solve problems, reads, writes, or speaks English at or below the 8.9 grade level or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society.

Career Exploration: A service offering exploration activities to assist the individual in decision-making and goal setting who may have experienced unstable or limited work history, limited knowledge of career options and opportunities, or indecision as to vocational training and/or employment career paths.

Case Management: A client-centered process through which the individual applying for and/or receiving services is determined in need of appropriate services and/or benefits which are identified, planned, obtained, provided, recorded, monitored, terminated, and follow-up provided where and when appropriate. Any referrals with other youth agencies or partners shall be documented and coordinated to ensure youth receives appropriate resources and services.

Catalog of Federal Domestic Assistance (CFDA): Government-wide listing of Federal programs, projects, services, and activities which provide assistance or benefits to the American public.

Contract Administrator means the person administering this agreement on behalf of Maricopa County Human Services Department (MCHSD). This person may be the designated liaison between the MCHSD and the contractor and responsible for contract monitoring and technical assistance.

Cost Reimbursement: Contract with a line item budget based on all authorized and legitimate costs to be incurred by the contractor in carrying out the approved activities. The contractor is reimbursed for actual expenses according to the approved line item budget.

Counseling: Process of supportive intervention and/or guidance which assists participants to recognize their needs, opportunities, strengths, and/or limitations; to make decisions and to follow a course of action that is beneficial to the participant.

Credential: Nationally recognized degree or certificate or state/locally recognized formal documentation of successful attainment of measurable skills such as technical or occupational. Credentials include, but are not limited to, a high school diploma, General Equivalency Degree (GED) or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates.

DES: Department of Economic Security

Disconnected Youth: Youth age 14 to 24 who is not engaged in education and/or employment.

Diploma: Credential that the Arizona State Department of Education accepts as a secondary school diploma or equivalent to a high school diploma.

Drop-out: Individual who is not attending any school and who has not received a high school diploma, GED certificate, or equivalent.

Dropout prevention: Strategies or interventions that address programs for youth who are at-risk of dropping out of school. Dropout prevention strategies help ensure that youth stay in school to get their high school diploma and continue with postsecondary education, both of which are vital to their long-term chances for successful employment.

EFL: Educational Functioning Level

ELL: English Language Learner

GED: General Equivalency Degree

ISS: Individual Service Strategy

Individual Service Strategy (ISS): Individual competency-based training plan for a youth participant which shall include an age appropriate employment/training goal, appropriate achievement objectives, and the appropriate combination of services, education, and training for the youth based on the data provided by objective assessment. Decisions made and outlined within the ISS are to be done in partnership with the participant and need to incorporate the mandated WIOA program elements and include short term and long-term goals. Goals on an ISS will be time framed from registration until follow-up services are completed.

ITAs: Individual Training Accounts

In-School Youth: Individual who is—(i) attending school (as defined by State law), including secondary and postsecondary school; (ii) not younger than age 14 or (unless an individual with a disability who is attending school under State law) older than age 21 at time of enrollment; (iii) a low-income individual; **and** (iv) one or more of the following: (I) Basic skills deficient. (II) An English language learner. (III) An offender. (IV) A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system who has attained 16 years of age and left foster care for kinship guardianship or adoption, , a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement. (V) Pregnant or parenting. (VI) A youth who is an individual with a disability. (VII) An individual who requires additional assistance to complete an educational program or to secure or hold employment.

Instruction: Refers to academic instruction that leads to completion of the requirements for a secondary school diploma or its recognized equivalent.

Key Personnel: Experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract.

Leadership development: Broad set of activities that encourage responsibility, employability, career awareness, professional communication, and becoming productive citizens.

MCHSD: Maricopa County Human Services Department

Occupational Skills: Participant had demonstrated proficiency in those technical occupational skills necessary to maintain employment in a certain occupation or occupational cluster.

On-the-Job Training (OJT): Training opportunities provided to youth while employed. Agreements with private or public sector employers willing to hire participants and provide them with the training so that participants can attain the occupational skills needed for full and adequate performance of the job. OJT must be meaningful and productive work for the participants.

Participant: Individual who is determined eligible to participate in the WIOA youth program and who receives a service funded by WIOA.

Postsecondary Education: The education level that follows the successful completion of secondary education, often referred to as high school. Postsecondary education includes universities and colleges, as well as trade and vocational schools.

Post-Test: Test administered to a participant at regular intervals during the program to measure progress in one or more of the following areas: basic skills, work readiness skills, and occupational skill.

Pre-Test: Initial test administered to a participant to determine need in one or more of the following areas: basic skills, work readiness, and occupational skills.

Provider: Contractor and/or subcontractor providing services required by this agreement.

Qualified Apprenticeship: Program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized state apprenticeship agency (i.e. State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

Study skills training: Set of abilities that allow youth to learn effectively and efficiently on their own. Good study skills allow a youth to do well in all phases of education and to make all phases of life an opportunity for learning. To become a life-long learner, youth must know how to learn.

Transition to postsecondary education and training: Activities are a comprehensive combination of rigorous coursework along with counseling, ongoing assessment, financial aid, and other supports to keep struggling students on track for high school graduation and post-secondary success.

Tutoring: Teaching relationship that focuses on specific academic areas and is an effective practice for addressing specific needs. Tutoring helps youth succeed in school by offering individualized or group instruction that youth need in structured sessions held regularly by a qualified tutor who monitors and reinforces the youth's progress.

United States Department of Labor (USDOL): Federal department (agency) that regulates and funds State workforce activities under the Workforce Innovation and Opportunity Act (WIOA).

Unsubsidized Employment: Employment not financed from funds provided under the grant. In the grant program the term "adequate" or "suitable" employment is also used to mean placement in unsubsidized employment which pays an income adequate to accommodate the participant's minimum economic needs.

Vocational Assessment: Method of determining present vocational skill levels, interests, aptitudes, and values and the ability to benefit from WIOA Youth services; for early identification of barriers to education and employment and to assist in establishing program goals.

Vocational Counseling: Process of supportive intervention and guidance which assists participants in dealing with such issues as employment, education/occupational training and career paths. In addition, vocational counseling addresses and attempts to empower individuals in making career decisions and in removing barriers which may prevent the attainment of employment and/or education through the provision of referrals to support services when appropriate. Vocational counseling is not behavioral health counseling.

WDB: Workforce Development Board

Workforce Innovation and Opportunity Act (WIOA): Act that was signed into law on July 22, 2014, and is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.

Work Readiness Goals: Measurable increase in work readiness skills including world-of-work awareness, labor market knowledge, decision making, and job search techniques, survival/daily living skills, positive work habits, attitudes, and behaviors, motivation and adaptability, and obtaining effective coping and problem-solving skills.

3.0 CONTRACT COMPLETION

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

4.0 PRICE ADJUSTMENTS

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

5.0 PAYMENTS

5.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit A-1 – Cost Summary/Pricing.

5.2 This Contract is awarded on a cost reimbursement basis. Services are funded by Catalog of Federal Domestic Assistance (CFDA) WIOA Title I Youth-CFDA 17.259 and in accordance with 29 CFR 97.21.

5.3 Payment shall be made upon the County’s receipt of a properly completed invoice.

5.4 INVOICES

5.4.1 The Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Unique invoice number and
- Invoice date
- Payment terms
- Date or date range of service delivery
- Description of purchase (product or services)
- Total amount due

5.4.2 Program staff will provide training on the formatting for the invoice backup detail for awarded vendors. Information needed on the invoice backup detail includes but is not limited to:

- Service element
- Youth’s name
- Youth’s AJC participant ID
- Staff hours worked
- Youth hours worked (for work experience activities)
- Hourly rate
- Date(s) of service
- Total cost per client
- Total cost of services for invoice

5.4.3 Contractors must provide a cost per unit of service and shall be reimbursed after services have been provided.

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

- 5.4.5 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.
- 5.4.6 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an electronic funds transfer (EFT) process. After contract award, the Contractor shall complete the Vendor Registration Form accessible from the County Department of Finance Vendor Registration Web Site <https://www.maricopa.gov/5169/Vendor-Information>.
- 5.4.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.
- 5.4.8 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.
- 5.4.9 Invoices shall be submitted to: HSDFinance@Maricopa.gov
- 5.4.10 **Invoices for contracted services provided to participants are required to be submitted and received by Maricopa County no later than 30 days from the end of the month when services were provided.**
- 5.4.11 **Request for Reimbursement of all expenditures must be submitted within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1st through June 30th and all Requests for Reimbursement shall be submitted no later than July 30th for the preceding fiscal year.**
- 5.4.12 **Final Reimbursement Upon Agreement Termination:**
- Prior to termination of this Agreement, final reimbursement request must be submitted no later than 30 calendar days after the termination date except if the termination date is between June 10 and June 30, then the final reimbursement request shall be submitted by July 10th.**

5.5 APPLICABLE TAXES

- 5.5.1 It is the responsibility of the Contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.
- 5.5.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the Contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.
- 5.5.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if

applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

6.0 AVAILABILITY OF FUNDS

6.1 The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County shall keep the Contractor fully informed as to the availability of funds.

6.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

7.0 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

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

8.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

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

9.0 DUTIES

9.1 The Contractor shall perform all duties stated in Exhibit B – Scope of Work, or as otherwise directed in writing by the procurement officer.

10.0 TERMS AND CONDITIONS

10.1 INDEMNIFICATION

10.1.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County

(as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract.

10.1.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

10.1.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.

10.1.4 The scope of this indemnification does not extend to the sole negligence of County.

10.2 INSURANCE

10.2.1 Contractor, at Contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

10.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.

10.2.3 In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

10.2.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

10.2.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

10.2.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

- 10.2.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 10.2.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.
- 10.2.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

10.2.9.1 Commercial General Liability

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

10.2.9.2 Workers' Compensation

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

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

10.2.9.3 Errors and Omissions/Professional Liability Insurance

Errors and Omissions (Professional Liability) insurance which will insure and provide coverage for errors or omissions or professional liability of the contractor, with limits of no less than \$2,000,000 for each claim.

10.2.9.4 Sexual Molestation and Physical Abuse

The policy shall be endorsed to include coverage for sexual molestation and physical abuse at limits not less than \$2,000,000.00 per occurrence

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

10.2.10 Certificates of Insurance

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

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

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

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

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

10.2.11 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 160 S. 4th Avenue, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

10.3 FORCE MAJEURE

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

sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.

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

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

10.4 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

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

10.5 PURCHASE ORDERS

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

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

10.6 BACKGROUND CHECK

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

10.7 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY
By providing direct services to children or vulnerable adults, the following shall apply:

10.7.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Award.

10.7.2 The Awardee will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

10.7.2.1 Any Agency who applies for a contract with the County and that Agency's employees.

10.7.2.2 All employees of an Awardee.

10.7.2.3 Prospective employees of the Awardee at the request of the prospective employer.

- 10.7.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 10.7.4 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a Contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
- 10.7.5 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the MCHSD CSD whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained by the Awardee as confidential.
- 10.7.6 A person awaiting receipt of the Central Registry Background Check may provide direct services to clients after the Awardee completes and submits to MCHSD CSD, formal confirmation on each employee the following information:
 - 10.7.6.1 Name of Employee
 - 10.7.6.2 Position Employee holds
 - 10.7.6.3 Date of Hire
 - 10.7.6.4 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 - 10.7.6.5 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- 10.7.7 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to clients.
- 10.7.8 The Awardee shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of this Award. For information on requesting a Search of Central Registry for Background Check visit this website: <http://www.azdps.gov/>

10.8 FINGERPRINTING

- 10.8.1 Awardee shall comply with, and shall ensure that all of Agency's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to Award performance.
- 10.8.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Award. The Awardee is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to Award performance.
- 10.8.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Award, the following provisions apply:

10.8.4 Personnel who are employed by the Agency, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.

10.8.5 Except as provided in A.R.S. § 46-141, this Award may be cancelled or terminated immediately if a person employed by the Agency and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

10.8.5.1 Federally recognized Indian tribes will submit and the MCHSD CSD shall accept certifications that state that no personnel who are employed or who will be employed during the Award term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 36-594.01 (as may be amended).

10.9 DUNS NUMBER AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION

Funding for activities under this contract are provided through federal Department of Labor. All Contractors that receive federal funding must obtain a Data Universal Numbering System (DUNS) number through <http://fedgov.dnb.com/webform>. Contractor must also be register and remain current with the System for Award Management (SAM) www.sam.gov a database of basic business information for contractors that receive federal funds.

10.10 RELIGIOUS ACTIVITIES

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

10.11 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the County or the Contractor under the agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

10.12 EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded a contract utilizing WIOA, Department of Labor Title I funds, assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

WIOA prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIOA Title I program or activity. Contractor shall include clauses to this effect in all agreements with subcontractors that provide WIA Title I programs or activities.

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

10.13 CERTIFICATION REGARDING LOBBYING

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

10.14 CLEAN AIR ACT & CLEAN WATER ACT

Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

10.15 ENERGY POLICY AND CONSERVATION ACT

Contractor must adhere to the standards and policies relating to energy efficiency; which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).

10.16 COPELAND "ANTI-KICKBACK" ACT

Contractor is expected to comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in the Department of Labor regulations (29 CFR part 3). In as such this regulation applies to all contracts and sub grants for construction or repair.

10.17 DAVIS-BACON ACT

Contractor must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

10.18 FINANCIAL MANAGEMENT

10.18.1 Each Contractor is required to submit a completed "Accounting Certification Accounting Packet Attachment F", now Exhibit E. Packet is to be completed by Contractor's Certified Public Accounting Agency. In accordance with 29 CFR 97.20 Contractor shall establish and maintain a special (separate) bank account for funds provided under the agreement, or an accounting system that assures the safeguarding and accountability of all assets provided under the agreement. No part of the funds deposited in the special bank account shall be commingled with other funds of the Contractor. Any interest earned shall be disposed of in a manner specified by the County in accordance with applicable State and Federal regulations. If a separate bank account is established, the Contractor shall provide a signed special bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, it shall be in accordance with generally accepted accounting principles.

10.18.2 The Contractor shall maintain a financial management system that meet the following standards:

10.18.2.1 Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the agreement.

10.18.2.2 Accounting records. The Contractor must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to the agreement and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

10.18.2.3 Internal control. The Contractor shall maintain effective control and accountability for all agreement cash, real and personal property, and other assets. The Contractor must adequately safeguard all such property and must assure that it is used solely for authorized purposes.

10.18.2.4 Budget control. The Contractor must maintain actual expenditures or outlays compared with budgeted amounts for the agreement. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the agreement. If unit cost data is required, estimates based on available documentation will be accepted whenever possible

10.18.2.5 Allowable cost. The Contractor must use applicable OMB Circular A-87 cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allow ability, and allocability of costs.

10.18.2.6 Source documentation. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls,

time and attendance records, contract and subcontract documents, etc.

10.19 DEBT COLLECTION AND AUDIT RESOLUTION

10.19.1 If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

10.19.2 Contractor shall comply with P.L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D,E and G; 20 CFR Part 667 Subparts D – H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21.

10.19.3 Contractor shall adhere to Federal Acquisition Regulation 97-03 Part 31; DES Policies 1-47-01 and 1-47-08; and Workforce Investment Act Guidance Letters #04-06, #09-06 and #18-06.

10.19.4 Among the required controls specified in Title 20 CFR Section 667.500(a) (2) is the process for collecting debts. Title 20 CFR 667.410(a) states it is the responsibility of the County to conduct regular oversight and monitoring of Contractor's WIA activities to determine whether expenditures made against the cost categories and within the cost limitations specified in WIA laws and regulations. Title 20 CFR 667.705 states:

10.19.5 Contractor is responsible for all funds under the agreement, and any agreements with subcontractors. The County shall hold all direct recipients (Contractors) liable for all expenditures of funds.

10.20 SANCTIONS AND CORRECTIVE ACTIONS

10.20.1 The Contractor agrees that the County may, based upon applicable laws or regulations, impose corrective action on the Contractor up to and including sanctions of funding provided for in this agreement. The imposition of any corrective action plan or sanctions shall be at the discretion of the Department. Actions which may lead to the provisions of this section include (but are not limited to):

10.20.1.1 Failure to perform the required tasks and activities for which the funding is provided.

10.20.1.2 Failure to achieve the stated performance goals and objectives in section.

10.20.1.3 Failure to maintain appropriate fiscal and programmatic records in accordance with the terms of the Agreement.

10.20.1.4 Failure to submit the required fiscal and performance reports.

10.21 ALTERNATIVE DISPUTE RESOLUTION

10.21.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The

hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

10.21.1.1 Render a decision;

10.21.1.2 Notify the parties that the exhibits are available for retrieval; and

10.21.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

10.21.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

10.21.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

10.22 SUSPENSION OF WORK

The procurement officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

10.23 STOP WORK ORDER

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

10.23.1.1 cancel the stop work order; or

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

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

10.24 TERMINATION FOR CONVENIENCE

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

10.25 TERMINATION FOR DEFAULT

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

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

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

10.25.1.3 perform any of the other provisions of this contract.

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

10.26 PERFORMANCE

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

10.27 CONTRACTOR EMPLOYEE MANAGEMENT

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

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

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

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

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

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

10.28 WARRANTY OF SERVICES

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

10.28.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this

contract in the manner and to the same extent as services originally furnished hereunder.

10.29 INSPECTION OF SERVICES

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

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

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

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

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

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

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

10.29.4.2 terminate the contract for default.

10.30 USAGE REPORT

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

10.31 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

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

10.32 OFFSET FOR DAMAGES

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

10.33 SUBCONTRACTING

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

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

10.34 AMENDMENTS

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

10.35 ADDITIONS/DELETIONS OF REQUIREMENTS

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

10.36 RIGHTS IN DATA

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

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

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

10.37.1 In accordance with Section MC1-373 of the Maricopa County Procurement Code, the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

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

10.38 AUDIT DISALLOWANCES

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

10.39 STRICT COMPLIANCE

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

10.40 VALIDITY

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

10.41 SEVERABILITY

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

10.42 RELATIONSHIPS

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

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

10.43 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1.>)

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

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

10.45 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

10.45.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

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

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

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

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

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

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

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

10.46.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 10.46.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

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

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

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

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

10.48 CONTRACTOR LICENSE REQUIREMENT

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

10.49 INFLUENCE

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

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

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

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

10.49.4 ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

10.50 CONFIDENTIAL INFORMATION

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

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

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

10.51 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or

proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

10.52 INTEGRATION

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

10.53 UNIFORM ADMINISTRATIVE REQUIREMENTS

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

10.54 GOVERNING LAW

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

10.55 PRICES

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

10.56 ORDER OF PRECEDENCE

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

10.57 INCORPORATION OF DOCUMENTS

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

- 10.57.1 Exhibit A – Vendor Information
- 10.57.2 Exhibit A-1 – Cost Summary/Pricing
- 10.57.3 Exhibit B – Scope of Work
- 10.57.4 Exhibit C – Respondent's Proposed Subcontractor(s)
- 10.57.5 Exhibit D – Certification Regarding Lobbying
- 10.57.6 Exhibit E – Accounting Certification Statement
- 10.57.7 Exhibit F – Certification Regarding Debarment

10.58 NOTICES

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

For County:

Maricopa County
Office of Procurement Services
160 S. 4th Avenue
Phoenix, Arizona 85003-1647

For WIOA Program

Maricopa County
Human Services Department
Workforce Development Division
234 North Central 3rd Floor
Phoenix Arizona 85004
christopher.williams@maricopa.gov

For Contractor:

Smart Schools Inc
1440 S. Clearview Avenue, Suite 104
Mesa, AZ 85209

10.59 INQUIRIES

10.59.1 Inquiries concerning information herein must be submitted prior to the question deadline date/time posted in the e-procurement platform, Periscope S2G, using the link in the "Q&A" tab.

10.59.2 Administrative telephone/email inquiries shall be addressed to:

Elizabeth Kuttner ~~Joey Molina~~ IRMA GUZMAN, PROCUREMENT OFFICER
TELEPHONE: (602) 506-8745 3454 0099
~~Irma.guzman~~ ~~Joey.Molina~~ **Elizabeth.Kuttner**@maricopa.gov

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

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

CONTRACTOR

Serovich Lee
AUTHORIZED SIGNATURE

Serovich Lee - Controller
PRINTED NAME AND TITLE

14405. Clearview Ave. Mesa, AZ 85208
ADDRESS

1/19/2022
DATE

MARICOPA COUNTY

Bill Gl
CHAIRMAN, BOARD OF SUPERVISORS

JAN 26 2022
DATE

ATTESTED:

Quanita Gury
CLERK OF THE BOARD

JAN 26 2022
DATE

APPROVED AS TO FORM:

Randall B. Pennington
DEPUTY COUNTY ATTORNEY

January 24, 2022
DATE

EXHIBIT A - VENDOR INFORMATION

COMPANY NAME:	Smart Schools Inc
DOING BUSINESS AS (dba):	Smart Schools
DUNS NUMBER	114905679
MAILING ADDRESS:	1440 S. Clearview Ave. Suite 104, Mesa AZ 85209
REMIT TO ADDRESS:	1440 S. Clearview Ave. Suite 104, Mesa AZ 85209
TELEPHONE NUMBER:	480-689-5999
FAX NUMBER:	888-586-9081
WWW ADDRESS:	www.smartschoolsusa.org
REPRESENTATIVE NAME:	Jeremiah Lee
REPRESENTATIVE TELEPHONE NUMBER:	480-689-5999
REPRESENTATIVE EMAIL ADDRESS	jeremiahl@iwantmydiploma.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

FUEL COMPRISES (if applicable) 0% OF TOTAL BID AMOUNT

PAYMENT TERMS: NET 0 DAYS

EXHIBIT A-1 - COST SUMMARY/PRICING

Respondent is to complete a Fee Proposal for each WIOA Element they are proposing.

1. **Direct Labor:** costs are the actual total compensation of the personnel (including principals or partners, if applicable) who will be directly charging time to the contract.
2. **Classifications:** The labor category that will be providing direct services to participants under this contract. Should a Respondent house multiple staff in a given labor category, fee schedule rates may represent average rates, or not-to-exceed rates.
 - 2.1 The Respondent will be required to submit a certified payroll to verify that proposed fees are at or below certified payroll levels. If a Consultant's payroll rates are deemed to be excessive in comparison to market rates, or otherwise contrary to the County's interests, the County may stipulate lower rates.
3. **Overhead:** The Federal Acquisition Regulations should be consulted in determining allowable overhead. Overhead is generally inclusive of the following unless otherwise accounted for in the audit of the firm's expenses:
 - a. The salaries of personnel in the executive and administrative salary pool other than those identifiable salaries included in salary cost, and expenses included and reimbursable and non-salary expenses, plus salaries or imputed salaries of partners and principals, to the extent that they perform general executive and administrative services.
 - b. Benefit costs to the Consultant.
 - c. Business taxes and insurance, other than those included in salary cost, but excluding state and federal income taxes.
 - d. Office space, including light, heat, cooling, and similar items.
 - e. Depreciation allowances or rental for furniture, drafting equipment, and engineering instruments.
 - f. Transportation expenses, including corporate automobile expense, and maintenance.
 - g. Office, printing, and drafting supplies.
 - h. Education and professional development (may include cost for consultant employee's attendance at technical conferences).
 - i. Communication expenses, including telephone, telegraph, and facsimile, with the exception of those long distance calls directly chargeable to a specific project.
 - j. Professional expenses, including fees for memberships in professional organizations.
 - k. Interest and finance.
 - l. Proposal preparation, preliminary arrangements for new projects, or like expenses.
 - m. Computer expenses, exclusive of salary cost of operation for specific projects, but inclusive of all other related computer operation expenses. If otherwise provided for in the cost allocation plan of a firm (such as direct project

expense), the District reserves the right to review and approve such expense allocation and amount at the time of fee negotiation.

- n. Graphic and engineering supplies.
- o. Reproduction and photo expense, including use of copier for work not specified as a direct expense.
- p. Postage, messenger, delivery and freight expenses other than those chargeable to a specific project.
- q. Outside and temporary help.
- r. Outside services – reproduction and printing, other than those costs directly chargeable to the project.
- s. Equipment rental.

3.1 The following expenses are unallowable for inclusion in the Consultant's overhead (indirect salary) expenses:

- a. Entertainment or advertising.
- b. Time spent for participating in civic and charitable activities.
- c. Bad debts, including interest, and charges for legal and collection fees.
- d. Cost of life insurance policies where corporation is named as beneficiary.
- e. Employee recreation and/or morale enhancement.
- f. Property taxes on other than the property primarily occupied by the corporation.
- g. Fines, penalties or other payments for violations of whatever kind or description.
- h. Errors and omissions payments in settlement of claims or judgments.
- i. Contributions and gifts.

3.2 The Respondent will be required to submit their most current financial audit to verify overhead.

4. **Profit:** Allowable profit should be determined considering the risk to the Contractor as appropriate. Profit will be applied to direct labor costs and overhead, but not to direct non-labor expenses.

5. **Proposed Hourly Rate:** The hourly rate proposed by the Contractor. (direct hourly rate * overhead=hourly rate * profit = Proposed Hourly Rate).

6. **Subcontractors:** All Subcontractor services being proposed by the Respondent must receive the same level of detail as the Contractor's fee proposal.

6.1 No additional markup by the Contractor will be allowed on work performed by sub-contractors.

7. **Direct Non-Salary Expenses:**

7.1 Any service paid directly to a participant or employer for a work experience will be paid at direct cost.

7.2 Any support services paid under Element 6.7 – Supportive Services will be paid at direct cost.

8. **Maricopa** County would expect that neither Overhead nor Profit will exceed 10 percent of the total cost of service.

Our fee proposal for the Alternative Secondary School Services or Dropout Recovery Services element is very straightforward. A flat fee of \$500 per individual student course enrollment will be billed to Maricopa County monthly. This fee covers the Direct Labor costs (classifications for an individual teacher and mentor that works with each student monthly), Overhead (administrative costs to cover initial enrollment, transcript evaluation, course assignments, course completion procedures, proctoring services, business taxes and insurance, office space, depreciation, office printing and drafting supplies, communication expenses, computer expenses, and processing of monthly reporting to Maricopa County), and Profit (which does not exceed 10% of the total cost of services).

Direct Labor costs for an individual teacher is calculated at \$30 per hour and averaged at working with a student for 10 hours per month. Direct labor costs for an individual mentor is calculated at \$25 per hour and averaged at working with the student for 5 hours per month. Overhead and administrative costs to cover all aspects of the student enrollment and course assignment process is calculated at \$25/hour and are averaged at 2 hours per month. Our profit would not exceed 10% of the total cost of these services.

This flat fee is below the standard fee for individual online high school courses throughout Arizona and throughout the United States. From the Center for Education Reform, the average online private high school annual cost is \$14,522 (<https://edreform.com/2012/04/k-12-facts/>), which would break down to about \$1,200 per month. We anticipate that students will work to complete at least one course per month, which would equate to \$6,000 per year for an individual student through an entire 12-month period.

Program	Monthly Average Cost	Annual Cost
Average Online Private HS	\$1,210	\$14,522
Smart Schools	\$500	\$6,000

The School Services fee structure is not broken down by the requested Proposed Hourly Rate as our students are not required to complete their schooling in a traditional school path. Students may be working on their online schooling around their home or work schedules, completing their courses within an agreed-upon time frame with the student and mentor. Students may work on

their courses that are available 24 hours a day, and our teachers and mentors monitor their progress throughout their courses as well.

At the end of each month, Smart Schools will tally each course that has been started by a student working in the Alternative Secondary School Service or Dropout Recovery Service and bill for each at \$500 per course. Students may start and complete multiple courses within a month's time, and are encouraged to work at a pace to complete at least one course per month. It is estimated that each student would need an average of 10 credits (or 20 courses) to complete their high school diploma. It is then estimated that each student's total cost through this Element to complete a high school diploma would be \$10,000. If there are an estimated 1,000 total students to be serviced throughout all elements in this proposal, we anticipate that 40%, or 400 students, would need Alternative Secondary School Services or Dropout Recovery Services. It would then be estimated that the total estimated cost, if each student completed their high school diploma, would be \$4,000,000.

Program	Average Cost to earn HS Diploma (based on 20 courses needed)
Average Online Private HS	\$24,203
Smart Schools	\$10,000

Our fee proposal for Supportive Services, which are services to help remove barriers and enable youth to participate in WIOA activities include:

Each student that enrolls in Alternative Secondary School Services or Dropout Recovery Services will receive a Chromebook, purchased at \$235, and billed to Maricopa County at cost. Smart Schools will purchase the Chromebooks and deliver them to the student, with the costs for delivery assessed to Maricopa County. Online access is a requirement for students to work in our online programs. The estimated total cost for this service (with 400 total students estimated to work in our element) is \$94,000.

Students will be encouraged to attend our community resource centers, The HUB, in the West Valley (5336 N 19th Ave., Phoenix, AZ 85015) and in the East Valley (2055 S. Power Rd., Mesa, AZ 85209). The HUB centers offer supplemental services for students, including laundry facilities and hourly tutoring sessions, and free WiFi access. We will also bill for student bus passes, Uber Cards, or student gas cards to get to and from The HUB for students in the program. We will limit administrative costs of providing support services to youth through use of refillable gift cards and online purchasing when available. Administrative costs will not exceed the cost of the item being purchased.

We will bill Maricopa County for individual direct costs for use of these facilities at the following rate:

Laundry Services	\$3.00 per load
Breakfast	\$2.00 per meal
Lunch	\$4.00 per meal
Uber Cards	Cost of Uber to and from student residence
Bus Passes	\$2.00 per day
Gas Cards	\$25 per gas card (fill a tank)
Hourly individual tutoring session	\$20 per hour

We also offer a Community Resource Specialist that offers life coaching and counseling. It is available to each student. The hourly rate for our life coaching and counseling is billed at \$24/hour.

EXHIBIT B - SCOPE OF WORK

SMART SCHOOLS INC IS BEING AWARDED THE CONTRACT FOR THE FOLLOWING ELEMENTS:

Element 2 – Alternative Secondary School Services or Dropout Recovery Services
 Element 7 – Supportive Services

1.0 SCOPE OF WORK

- 1.1 Contractor shall assist eligible out-of-school youth (OSY) and eligible in-school youth (ISY), who are seeking assistance in achieving academic and employment success, with effective and comprehensive services and activities that include a variety of options for improving educational and skill competencies and provide an effective connection to educational institutions and employers, including small employers in in-demand industry sectors and occupations in the local and regional markets.
- 1.2 Contractor will have primary responsibility for ensuring that each participant receives the full continuum of services. Services accessed by a WIOA youth participant will depend upon the needs and goals identified by the participant and case manager as documented in the participant’s ISS.
- 1.3 Contractor shall be responsible for timely program delivery in a safe environment that has been tailored for the participant, reporting, quality control, maintaining licensure, compliance with all federal, state, and local regulations including Americans with Disabilities Act and Child Labor Laws.
- 1.4 Contractor shall provide the following service Elements:
 - 1.4.1 **Alternative Secondary School Services or Dropout Recovery Services**
 - ~~1.4.2 Paid and unpaid work experiences.~~
 - ~~1.4.3 Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors.~~
 - 1.4.4 Supportive services.
 - ~~1.4.5 Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.~~
 - ~~1.4.6 Follow-up services for 12 months after the completion of participation.~~
 - ~~1.4.7 Financial literacy education.~~
 - ~~1.4.8 Entrepreneurial Skills~~
 - ~~1.4.9 Labor market and information services.~~
- 1.5 Activities and outcomes shall meet the minimum WIOA Youth Program Element Requirements.
- 1.6 PROGRAM PERFORMANCE MEASURES
 - 1.6.1 The Workforce Development Board (WDB) negotiates WIOA performance indicators annually which are then communicated to the service provider(s). All services provided to youth from county staff and providers impacts program performance.

- 1.6.2 Contractor shall be assessed against five primary indicators of performance:
- 1.6.3 Employment/Education/Training Rate – 2nd Quarter After Exit – the percentage of participants who are in education or training activities, or in unsubsidized employment during the second quarter after exit from the program.
- 1.6.4 Employment/Education/Training Rate – 4th Quarter After Exit - the percentage of participants who are in education or training activities, or in unsubsidized employment during the fourth quarter after exit from the program.
- 1.6.5 Median Earnings – 2nd Quarter After Exit – the median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.
- 1.6.6 Credential Attainment - the percentage of those participants enrolled in an education or training program who attain a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation or within one year after exit from the program.
 - 1.6.6.1 Measurable Skill Gains – the percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment.

1.7 PAYMENT STRUCTURE

- 1.7.1 Referrals for services will only be placed when County case managers identify a need for providers to deliver service element(s) to a specific youth. Case managers will issue a purchase order or a written notice to providers to proceed with services.
- 1.7.2 The County case managers reserves the right to cancel purchase orders or notice to proceed with services, within a reasonable period of time after issuance, if participants do not attend or fail to progress.
- 1.7.3 Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the contractor for actual and documented costs incurred by the contractor.

1.8 PROGRAM ELEMENTS

Contractor shall provide the following Program Elements:

- 1.8.1 **Element 2: Alternative Secondary School Services or Dropout Recovery Services**
 - 1.8.1.1 Alternative secondary school services, such as Adult Basic Education instruction, individualized academic instruction, and English as a second language instruction, are those that assist youth who have struggled in traditional secondary education. Dropout recovery services such as credit recovery, counseling, and educational plan development, are those that assist youth who have dropped out of school.
 - 1.8.1.2 Minimum requirements for delivering this service include:
 - 1.8.1.2.1 Specialized structured curriculum is required that is clearly distinguishable from the regular curriculum offered to students in corresponding grades or classes

1.8.1.2.2 Alternative schools must be approved by the Arizona Department of Education.

1.8.1.3 As a result of engagement in the service, youth will:

1.8.1.3.1 Increase grade level or EFL in a specific academic area

1.8.1.3.2 Obtain their high school diploma or a recognized high school equivalent

1.8.1.4 In the delivery of this service, Smart Schools Inc will:

1.8.1.4.1 Assess youth to determine their education levels

1.8.1.4.2 Build a personalized plan that will lead to completion of credits to earn a high school diploma or equivalent

1.8.1.4.3 Provide alternative secondary education based on the youth's individual learning style

1.8.1.4.4 Assign a personal mentor to help students navigate and manage their time in training

1.8.1.4.5 Perform weekly check-ins with the participant

1.8.1.4.6 Offer Special Education services for students with special needs

1.8.1.4.7 Work with participants to identify and cultivate their career and post-secondary education needs

1.8.1.4.8 Refer participants to Smart School's certified school counselor as needed

1.8.1.4.9 Provide monthly reports indicating student progress and achievement levels

1.8.1.4.10 Provide copies of high school diploma or recognized high school equivalent diploma

1.8.1.4.11 Enroll youth in alternative secondary education within 14 days of receiving the referral

1.8.1.4.12 Adhere to budgeted amounts and receive approval for increases prior to exceeding budgets

1.8.2 Element 7: Supportive Services

1.8.2.1 Supportive services remove barriers and enable a youth to participate in WIOA activities. Examples of support services include transportation assistance (bus passes, gas cards, Uber/Lyft gift cards), work related expenses (such as clothing, work shoes, uniforms, tools, etc.), childcare, testing fees, books and other training related expenses, rental and utility assistance, car repairs and reasonable accommodations for individuals with a disability.

1.8.2.2 In the delivery of this service, Smart Schools Inc will:

1.8.2.2.1 connect participants to the resources that meet the needs stated in the referrals, as soon as possible and within five business days

1.8.2.2.2 collect and submit receipts for support services delivered, with monthly backup documentation reports

1.8.2.2.3 notify county staff if the participant identifies the need for additional support services

1.8.2.2.4 limit administrative costs associated with providing support services to youth via the use of refillable cards and online purchasing whenever possible

1.8.2.2.5 ensure that administrative costs do not exceed the cost of the item being purchased

1.8.2.2.6 adhere to budgets and receive approval for increases prior to exceeding

1.8.3 **Smart Schools Inc requires a minimum of two credits within their program to qualify participant for the accredited diploma.**

1.8.4 **Learning Plans for participants will be provided to the County case manager upon creation and after modifications.**

EXHIBIT C - RESPONDENT'S PROPOSED SUBCONTRACTOR(S)

The respondent shall indicate all subcontractors that the respondent will use to perform any portion of this solicitation's Scope of Work.

- If the respondent will not subcontract any portion of this solicitation's Scope of Work and will be performing this work entirely with its own employees, then respondent shall clearly indicate this by checking **NO** in the section below.
- If any subcontractors will be used, the respondent shall clearly indicate this by checking **Yes** in the section below and follow the instructions contained in that paragraph for identifying all subcontractors.

NO The above respondent will not subcontract any portion of performance of any resultant contract under this solicitation.

YES The above respondent will use the subcontractor(s) listed below in performance of any resultant contract under this solicitation.

- The respondent shall list below each subcontractor's name/address, the type of service to be provided, the certifications they possess (copies of all certifications shall be provided as an attachment to the submitted proposal), their capability and skill to provide the requested services, and the amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of this solicitation's requirements. Additional Pages may be used and attached if necessary.
- The respondent shall describe the quality assurance measures that the respondent will use to monitor the subcontractor's performance.
- The County reserves the right to request any additional information deemed necessary about any proposed subcontractors.

Please include all requested information below or attach as separate document

Name of Respondent:

SUBCONTRACTOR INFORMATION

Name/Address	Type of Service	Certifications	%

EXHIBIT D

CERTIFICATION REGARDING LOBBYING

*Public Law 101-121 (31 U.S.C. 1352)
For Reference see Federal Register, dated 2/26/90, Vol. 55, No 18*

Dear Bidder, Offeror, Contractor, Subcontractor,

Please review the attached forms and respond as appropriate.

Attachment I

In order to enter into an agreement with the Maricopa County for the provision of contract services or to amend a current agreement you are required to sign the Certification Regarding Lobbying. Please submit it to this sender with your Proposal, Contract, or Amendment.

Attachment II

If paragraph 2 of Attachment I applies, then complete this Disclosure of Lobbying Activities form and submit it with the certification.

Instructions

There is a distinction between lobbying and advocacy. As long as "advocacy" does not involve influencing the obtaining of a specific grant or contract, but is merely advocacy for the general benefit of the target population served, it is not lobbying and there may be no need for certification or disclosure. Each case must be reviewed individually by the recipient as the recipient is responsible for compliance and sanctions.

Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of information contained in any disclosure form previously filed.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub- awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

- 4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Smart Schools LLC

Organization

Chris Dickinson

Printed Name



Executive Director

1/19/22

Authorized Signature

Title

Date

EXHIBIT E

ACCOUNTING CERTIFICATION STATEMENT

Maricopa County Human Services Department
234 North Central, Suite 3000
Phoenix, Arizona 85004

To Whom It May Concern:

We are Certified Public Accountants and have been engaged to perform a preliminary survey of the accounting system of:

Smart Schools Inc
(Name of applicant)

We understand that as part of the RFP process, the Human Services Department (HSD) requires that applicants obtain an accounting system certification from an independent CPA. The purpose of such a review is to provide HSD with certain assurances that the applicant has internal accounting controls and administrative procedures in place which should provide reasonable assurance that claims for reimbursement are accurate, costs are allowable under the contract, and that costs are supported by source documentation.

Because of the limited scope of such a review, we are not able to render an opinion on the accounting system. However, our review resulted in no exceptions to HSD's criteria as indicated on the attached checklist.*

This report is intended for use only by HSD and should not be used for any other purposes.

Robert J. Lee
Signature of Accountant

CPA Firm - Haynie & Company

Steven Lee
Typed Name of Accountant

Steven Peterson is CPA at Firm

Name of Organization

*If the auditors identified exceptions on the checklist, they should state: However, we identified the following exceptions to HSD'S accounting system criteria: (list exceptions)

SMART SCHOOLS, INC

*FINANCIAL STATEMENTS AND INDEPENDENT
ACCOUNTANT'S REVIEW REPORT*

June 30, 2020 and 2019

TABLE OF CONTENTS

	<u>Page No.</u>
INDEPENDENT ACCOUNTANT'S REVIEW REPORT	1
FINANCIAL STATEMENTS	
<i>Statements of Financial Position</i>	2
<i>Statements of Activities</i>	3
<i>Statements of Functional Expenses</i>	4 - 5
<i>Statements of Cash Flows</i>	6
NOTES TO FINANCIAL STATEMENTS	7 - 12



1230 West Washington St., Ste. 401
Tempe, AZ 85281

602-306-4800

602-274-1313

www.HaynieCPAs.com

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors
Smart Schools, Inc
Mesa, AZ

We have reviewed the accompanying financial statements of Smart Schools, Inc (a nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Haynie & Company

Haynie & Company
Tempe, AZ
March 12, 2021



SMART SCHOOLS, INC
 STATEMENTS OF FINANCIAL POSITION
 June 30,

	2020	2019
ASSETS		
<i>Current Assets</i>		
Cash	\$ 423,899	\$ 327,907
Accounts receivable	10,925	343
Related party receivable	8,000	8,000
	\$ 442,824	\$ 336,250
LIABILITIES AND NET ASSETS		
<i>Current Liabilities</i>		
Accounts payable	\$ 16,199	\$ -
Unearned revenue	11,264	2,409
	27,463	2,409
<i>Net Assets</i> - Net assets without donor restrictions	415,361	333,841
	\$ 442,824	\$ 336,250

See accompanying notes and independent accountant's review report

SMART SCHOOLS, INC
 STATEMENTS OF ACTIVITIES
 For the Years Ended June 30,

	<u>2020</u>	<u>2019</u>
<i>Changes in Net Assets without Donor Restrictions</i>		
Revenue and Other Support		
Tuition	\$ 155,768	\$ 130,398
Contracted services	122,911	108,776
Enrollment fees	35,219	7,565
Donations	12,276	2,689
Donated services	6,000	5,000
Other income	99	-
	<hr/>	<hr/>
Total Revenue and Other Support without Donor Restrictions	332,273	254,428
<i>Expenses</i>		
Program services	161,658	115,320
Management services	26,571	13,345
Fundraising services	62,524	15,323
	<hr/>	<hr/>
Total Expenses	250,753	143,988
Change in Net Assets without Donor Restrictions	81,520	110,440
<i>Net Assets, Beginning of Year</i>	<hr/>	<hr/>
	333,841	223,401
<i>Net Assets, End of Year</i>	<hr/>	<hr/>
	\$ 415,361	\$ 333,841

See accompanying notes and independent accountant's review report

SMART SCHOOLS, INC
 STATEMENT OF FUNCTIONAL EXPENSES
 For the Year Ended June 30, 2020

	Program	Supporting Services		Totals
	Services	Management	Fundraising	
Contracted services	\$ 135,012	\$ -	\$ -	\$ 135,012
Advertising	-	-	60,892	60,892
Charter application fees	16,925	-	-	16,925
Accounting	-	10,663	-	10,663
Bank fees	-	6,762	-	6,762
Scholarship expense	4,254	-	-	4,254
Program development	4,039	-	-	4,039
Travel	-	3,830	-	3,830
Insurance	-	2,238	-	2,238
Transportation	-	1,661	-	1,661
Commissions	-	-	1,632	1,632
Computer expense	1,428	-	-	1,428
Meals and entertainment	-	1,109	-	1,109
Office expense	-	308	-	308
	<u>\$ 161,658</u>	<u>\$ 26,571</u>	<u>\$ 62,524</u>	<u>\$ 250,753</u>

See accompanying notes and independent accountant's review report

SMART SCHOOLS, INC
 STATEMENT OF FUNCTIONAL EXPENSES
 For the Year Ended June 30, 2019

	Program	Supporting Services		Totals
	Services	Management	Fundraising	
Contracted services	\$ 113,700	\$ -	\$ -	\$ 113,700
Advertising	-	-	8,688	8,688
Dues and subscriptions	-	6,082	-	6,082
Commissions	-	-	5,072	5,072
Donated accounting	-	5,000	-	5,000
Insurance	-	2,185	-	2,185
Computer expense	1,620	-	-	1,620
Bank fees	-	-	1,563	1,563
Legal fees	-	78	-	78
	<u>\$ 115,320</u>	<u>\$ 13,345</u>	<u>\$ 15,323</u>	<u>\$ 143,988</u>

See accompanying notes and independent accountant's review report

SMART SCHOOLS, INC
 STATEMENTS OF CASH FLOWS
 For the Year Ended June 30, 2020

	<u>2020</u>	<u>2019</u>
<i>Cash Flows from Operating Activities:</i>		
Cash received from tuition, donors, and other support	\$ 315,691	\$ 241,085
Cash paid to suppliers	<u>(219,699)</u>	<u>(138,745)</u>
Net Cash Provided By Operating Activities	<u>95,992</u>	<u>102,340</u>
Net Increase in Cash	95,992	102,340
<i>Beginning Cash</i>	<u>327,907</u>	<u>225,567</u>
<i>Ending Cash</i>	<u>\$ 423,899</u>	<u>\$ 327,907</u>
<i>Reconciliation of Changes in Net Assets to Net Cash Provided By Operating Activities:</i>		
Increase in net assets	\$ 81,520	\$ 110,440
(Increase) in operating assets		
Accounts receivable	(10,582)	(343)
Related party receivable	-	(8,000)
Increase in operating liabilities		
Accounts payable	16,199	-
Unearned revenue	<u>8,855</u>	<u>243</u>
<i>Net Cash Provided By Operating Activities</i>	<u>\$ 95,992</u>	<u>\$ 102,340</u>
<i>Supplemental Disclosures</i>		
Noncash Operating transactions:		
Donated services - received	\$ 6,000	\$ 5,000
Donated services - used	\$ (6,000)	\$ (5,000)

See accompanying notes and independent accountant's review report

SMART SCHOOLS, INC
NOTES TO FINANCIAL STATEMENTS

NOTE A – NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Smart Schools, Inc, “the Organization,” is a 501(c)(3) nonprofit organization incorporated February 5, 2014 in the State of Arizona. The Organizations primary function is to provide high-quality education regardless of age, financial situation, nationality, ethnicity, or previous school experience. The Organization is fully accredited both regionally and internationally.

The Organization has one program, their online school. The program aims to provide adults the ability to get a high school diploma through flexible online classes and affordable tuition.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (“US GAAP”), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the organization. These net assets may be used at the discretion of the Organization’s management and the board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities.

Basis of Accounting

The financial statements of the Organization have been prepared on the accrual basis of accounting, and accordingly, reflect all significant receivables, payables, and other liabilities.

Cash and Cash Equivalents

The Organization’s cash consists of cash on deposit with banks. Cash equivalents represent money market funds or short-term investments with original maturities of three months or less from the date of purchase, except for those amounts that are held in the investment portfolio which are invested for long-term purposes.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad

SMART SCHOOLS, INC
NOTES TO FINANCIAL STATEMENTS

NOTE A – NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

Accounts Receivable (Cont'd)

debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Bad debt expense for the year ended, June 30, 2020, was \$-

Related Party Receivable

Related party receivable is stated at the amount management expects to collect from outstanding balances. The Organization has a receivable of \$8,000 from a board member as of June 30, 2020 and 2019.

Concentration of credit risk

Financial instruments that potentially subject the Organization to concentrations of credit risk consist principally of cash and cash equivalents and investments. The Organization maintains its cash and cash equivalents in various bank accounts that, at times, may exceed federally insured limits. The Organization's cash and cash equivalent accounts have been placed with high credit quality financial institutions. The Organization has not experienced, nor does it anticipate, any losses with respect to such accounts. At June 30, 2020 and 2019, the Organization had \$171,728, and \$76,584, respectively of cash and cash equivalents that exceeded federally insured limits.

Contracted Services

The Organization entered into a contract with a for-profit private school to provide them with curriculum, instructors, administrative support, and marketing services. The school is owned by two board members of the Organization. These revenues are earned as services are performed and are compensated based upon a set rate per student with a higher set rate for students with autism. For the years ended June 30, 2020 and 2019, the Organization received \$122,911 and \$108,776, respectively, in contracted services revenue.

Tuition and Enrollment Fees

The Organization receives revenues from school tuition payments and enrollment fees charged upon enrollment. These enrollment fees are recognized at the time of receipt. The tuition income is recognized over the period in which the students complete the courses, net of tuition discounts and reductions in tuition due to student withdrawals. The Organization charges tuition monthly and it is due upon the beginning of the month in which the course is taken. For the years ended June 30, 2020 and 2019, the Organization had \$155,768 and \$130,398 in tuition revenue and \$35,219 and \$7,565 in enrollment fee revenue, respectively. The Organization had unearned tuition at June 30, 2020 and 2019, of \$11,264 and \$2,409.

Contributions

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is

SMART SCHOOLS, INC
NOTES TO FINANCIAL STATEMENTS

NOTE A – NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

Contributions (Cont'd)

recognized. All other donor restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions. Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

Income Taxes

The Organization is organized as an Arizona nonprofit corporation and has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described, in Section 501 (c)(3), qualifies for the charitable contribution deduction under Section 170(b)(1)(A), and has been determined not to be a private foundation under Section 509(a)(2), respectively. The Organization is annually required to file a Return of Organization Exempt from Income Tax, Form 990, with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to their exempt purposes. Management has determined that the Organization is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Fair Value Measurements

Fair value is defined as the price the Organization would receive upon selling an asset in an orderly transaction to an independent buyer in the principal market of the asset. A three-tier hierarchy, based upon observable and unobservable inputs, is used for fair value measurements. Inputs refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Observable inputs are those that reflect assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are those that reflect the reporting entity's own assumptions in pricing the asset or liability developed based on the best information available. The three-tier hierarchy of inputs is summarized in the three broad levels listed below:

- Level 1 Unadjusted quoted market prices for identical assets or liabilities in active markets as of the measurement date.

SMART SCHOOLS, INC
NOTES TO FINANCIAL STATEMENTS

NOTE A – NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

Fair Value Measurements (Cont'd)

- Level 2 Other observable inputs, either directly or indirectly, including:
- Quoted prices for similar assets/liabilities in active markets;
 - Quoted prices for identical or similar assets in non-active markets;
 - Inputs other than quoted prices that are observable for the asset/liability; and,
 - Inputs that are derived principally from or corroborated by other observable market data.
- Level 3 Unobservable inputs that cannot be corroborated by observable market data. Inputs that are unobservable, including the Organization's own assumptions in determining the fair value of assets such as published catalogs, vendors, independent appraisals, and other sources. Methods such as estimates, averages, or computational approximations, such as average value per pound or subsequent sales can be used.

In some cases, inputs used to measure fair value might fall in different levels of the fair value hierarchy. In such cases, the level within which the asset falls is determined based on the lowest level input that is significant to the asset in its entirety.

Donated Services

Donated services are recognized as contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization.

During the years ended June 30, 2020 and 2019, the Organization received donated accounting services from a board member who is an employee of an affiliated company valued at \$6,000 and \$5,000, respectively, using Level 3 inputs to estimate fair value.

Functional Expenses

The costs of providing program services and supporting services have been summarized on a functional basis in the statements of activities. For the years ended June 30, 2020 and 2019, all expenses were directly assigned with no need to allocate between services.

Advertising Costs

Advertising costs are expensed as incurred. For the year ended June 30, 2020 and 2019, advertising costs were \$60,892, and \$8,688, respectively.

Date of Management's Review

In preparing the financial statements, the Organization has evaluated events and transactions for potential recognition or disclosure through March 12, 2021, the date the financial statements were available for issuance.

SMART SCHOOLS, INC
 NOTES TO FINANCIAL STATEMENTS

NOTE A – NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

New Accounting Pronouncement

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers*. ASU 2014-09 which is a comprehensive revenue recognition standard that superseded nearly all existing revenue recognition guidance under prior U.S. GAAP and replaced it with a principles-based approach for determining revenue recognition. The Organization adopted this new revenue recognition standard along with its related amendments on July 1, 2019, with retro-active application. The Organization has updated the accounting policy for revenue recognition. As expected, the adoption of this new standard did not impact the financial position, operating results, or net assets.

NOTE B – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following reflects the Organization's financial assets as of June 30, 2020 and 2019, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year.

The following represents the Organization's financial assets at June 30,:

	<u>2020</u>	<u>2019</u>
Financial assets at year-end:		
Cash and cash equivalents	\$ 423,899	\$ 327,907
Accounts receivable	10,925	343
Other receivable	<u>8,000</u>	<u>8,000</u>
Total Financial Assets	<u>442,824</u>	<u>336,250</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 442,824</u>	<u>\$ 336,250</u>

The Organization has no formal liquidity policy but strives to maintain financial assets to meet a year of normal operating expenses (approximately \$275,000). The Organization strives to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

NOTE C – RELATED PARTY TRANSACTIONS AND CONCENTRATIONS

For the years ended June 30, 2020 and 2019, the Organization received contracted services revenue totaling \$122,911 and 108,776, respectively, from a company with two common board members. The Organization provides curriculum, instructors, administrative support and marketing services to this for-profit private school. The Organization received 33% and 43%, respectively, of revenue for the years ended June 30, 2020 and 2019, from this company.

For the year ended June 30, 2020 and 2019, the Organization paid contracted services expenses totaling \$135,012 and \$113,700, respectively, to a company with two common board members. The Organization receives curriculum, instructors, administrative support and marketing services from this company. The Organization also received \$6,000 and \$5,000, respectively, in donated accounting services from the same company. The payments to this company represented 49% and 79%, respectively, of the Organizations expenses for the years ended June 30, 2020 and 2019.

SMART SCHOOLS, INC
NOTES TO FINANCIAL STATEMENTS

NOTE C – RELATED PARTY TRANSACTIONS AND CONCENTRATIONS (CONT'D)

As of June 30, 2020 and 2019, the Organization had a receivable of \$8,000 from a board member.

Management believes the support and services needed to operate the Organization could be obtained through other companies.

NOTE D – SUBSEQUENT EVENT

On January 30, 2020, the World Health Organization declared the coronavirus outbreak a “Public Health Emergency of International Concern” and on March 10, 2020, declared it to be a pandemic. Actions taken around the world to help mitigate the spread of the coronavirus include restrictions on travel, quarantines in certain areas, and forced closures for certain types of public places and businesses. The coronavirus and actions taken to mitigate it have had and are expected to continue to have an adverse impact on the economies and financial markets of many countries, including the geographical area in which the Organization operates. The long-term effects of this global pandemic are unknown but may have significant consequences to the Organization’s fundraising efforts and the ability to fund its programs in the future.

EXHIBIT F

CERTIFICATION REGARDING DEBARMENTInstruction for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the U.S. Department of Housing & Urban Development (HUD) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by HUD.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier transaction with a person who is suspended, debarred, ineligible or voluntary excluded from participation in this transaction, in addition to

other remedies available to the Federal Government, HUD may pursue available remedies, including suspension and/or debarment.


**Certification Regarding Debarment, Suspension Ineligibility
and Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(Before completing certification, read instructions which are an integral part of the certification)

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it, nor its principals, are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative: DAVID FARAGO RESEARCH MANAGER



Signature

11/30/2021

Date

AMENDMENT No. 1

To
SERIAL 210192-RFP ARIZONA@WORK MARICOPA COUNTY YOUTH PROGRAM SERVICES
Between

SMART SCHOOLS, INC
&
MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona ("County") and Smart Schools, Inc. ("Contractor") have entered into a Contract for the purchase of ARIZONA@WORK MARICOPA COUNTY YOUTH PROGRAM SERVICES dated January 26, 2022 ("Agreement") County Contract No: 210192-RFP.

WHEREAS, County and Smart Schools, Inc. have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. To adjust Section 1.4 of the Scope of Work to reflect the elements the contractor has been awarded the contract for.

Please see below for the revisions:

1.0 SCOPE OF WORK

1.4 Contractor shall provide the following service Elements:

1.4.1 Alternative Secondary School Services or Dropout Recovery Services

~~1.4.1 Paid and unpaid work experiences.~~

~~1.4.2 Leadership development opportunities, which may include community service and peer centered activities encouraging responsibility and other positive social behaviors.~~

1.4.3 Supportive services.

~~1.4.3 Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.~~

~~1.4.4 Follow-up services for 12 months after the completion of participation.~~

~~1.4.5 Financial literacy education.~~

~~1.4.6 Entrepreneurial Skills~~

~~1.4.7 Labor market and information services.~~

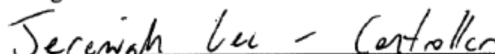
ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when executed by Maricopa County Office of Procurement Services.

SMART SCHOOLS, INC



Authorized Signature



Jeremiah Lee - Controller

Printed Name and Title

1440 S. Clearview Ave. Mesa, AZ 85209
Address

3/17/2022
Date

MAJ COPIA COUNT:

Kevin Type
Chief Procurement Officer

April 12, 2022
Date

AMENDMENT No.2

To

SERIAL 210192-RFP ARIZONA@WORK MARICOPA COUNTY YOUTH PROGRAM SERVICES

Between

SMART SCHOOLS INC.

&

MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona ("County") and Smart Schools Inc. ("Contractor") have entered into a Contract for the purchase of ARIZONA@WORK Maricopa County Youth Program Services dated January 26, 2022 ("Agreement") County Contract No: 210192-RFP

WHEREAS, County and Smart Schools Inc. have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amend Section 5.4 Invoices to add three clauses to provide clarification about when invoices/requests for reimbursements shall be submitted:
 - 5.4.10 Invoices for contracted services provided to participants are required to be submitted and received by Maricopa County no later than 30 days from the end of the month when services were provided.
 - 5.4.11 Request for Reimbursement of all expenditures must be submitted within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1st through June 30th and all Requests for Reimbursement shall be submitted no later than July 30th for the preceding fiscal year.
 - 5.4.12 Final Reimbursement Upon Agreement Termination:

Prior to termination of this Agreement, final reimbursement request must be submitted no later than 30 calendar days after the termination date except if the termination date is between June 10 and June 30, then the final reimbursement request shall be submitted by July 10th.
2. Amend Exhibit B-Scope of Work, Section 1.8.2 Element 7: Supportive Services to include additional service requirements as listed below:
 - 1.8.3 Smart Schools Inc. requires a minimum of two credits within their program to qualify participant for the accredited diploma
 - 1.8.4 Learning Plans for participants will be provided to the County case manager upon creation and after modifications.

ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED

[signature page follows]

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when executed by Maricopa County Office of Procurement Services.

SMART SCHOOLS INC.

Jeremiah J. Lee
Authorized Signature

Jeremiah Lee - Director of Strategic Initiatives
Printed Name and Title

1440 S Clearview Ave Mesa, AZ 85209
Address

2/17/2023
Date

MARICOPA COUNTY:

Kevin Type
Chief Procurement Officer

February 16, 2023
Date

SMART SCHOOLS INC. DBA: SMART SCHOOLS, 1440 S. CLEARVIEW AVENUE, SUITE 104, MESA, AZ 85209

PRICING SHEET: NIGP CODE 95221, 95295

Terms: NO TERMS

Vendor Number: VS0000006822

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2023 2024.**